CITY COUNCIL
AGENDA

Monday, May 20, 2024 at 1:00 PM

Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

CITY HALL
P.O. BOX 20000
LAS CRUCES, NM 88004

700 N. Main St.
PHONE (575) 541-2067

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at 541-2115/V.

CONSENT AGENDA

Minutes and Items on the Consent Agenda Are Considered Routine Items and Will Be Voted on with One Motion Unless a Councilor Requests That a Specific Item Be Removed. There Will Be No Discussion.

Page

1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor Graham.

1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Graham.

1.3. Jobs of the Week.

1.4. Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

5.1. Regular City Council Meeting of April 15, 2024. 5 - 29
City Council - Apr 15 2024 - Minutes - Pdf

5.2. Work Session of April 22, 2024. 30 - 55
Work Session - Apr 22 2024 - Minutes - Pdf

6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

6.1. RESOLUTION NO. 24-115: A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR CIVIL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; FRANK X. SPENCER & ASSOCIATES, INC.; HORROCKS ENGINEERS, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; SMITH ENGINEERING COMPANY; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000.00 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-050). 56 - 424

Resolution No. 24-115 - Pdf

6.2. RESOLUTION NO. 24-116: A RESOLUTION TO AWARD PROFESSIONAL SERVICES CONTRACTS FOR GENERAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; PARKHILL, SMITH & COOPER, INC.; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; TERRACON CONSULTANTS, INC.; WATER WORKS ENGINEERS, LLC; WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS; AND ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC., IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-051). 425 - 889

Resolution No. 24-116 - Pdf

6.3. RESOLUTION NO. 24-117: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP). 890 - 969

Resolution No. 24-117 - Pdf

6.4. RESOLUTION NO. 24-118: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR THE BONDS DESIGNATED AS TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024 (2024 GO BONDS). 970 - 1134

Resolution No. 24-118 - Pdf

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

7.1. RESOLUTION NO. 24-119: A RESOLUTION AUTHORIZING A CONTRACT FOR ONLINE MARKETPLACE PURCHASES WITH 1135 - 1161

AMAZON.COM SERVICES, LLC OF SEATTLE, WASHINGTON, VIA OMNIA PARTNERS / PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT NO. R-TC-17006, FOR A TERM THROUGH JANUARY 18, 2028, IN AN AMOUNT NOT TO EXCEED $500,000.00 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-091).

Resolution No. 24-119 - Pdf

7.2. RESOLUTION NO. 24-120: A RESOLUTION TO AWARD PROFESSIONAL SERVICE CONTRACTS FOR UTILITIES ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JACOBS ENGINEERING GROUP, INC.; JOHNSON, MIRMIRAN & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MAGNOLIA RIVER SERVICES, INC.; MOLZEN CORBIN AND ASSOCIATES; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; WATER WORKS ENGINEERS, LLC; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-052). 1162 - 1599

Resolution No. 24-120 - Pdf

7.3. RESOLUTION NO. 24-121: A RESOLUTION ADOPTING THE MUNICIPAL ADOPTED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE CITY OF LAS CRUCES, NEW MEXICO ON MAY 20, 2024. 1600 - 1672

Resolution No. 24-121 - Pdf

7.4. RESOLUTION NO. 24-122: A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2025 THROUGH FISCAL YEAR 2030. 1673 - 1686

Resolution No. 24-122 - Pdf

7.5. COUNCIL BILL NO. 24-026; ORDINANCE NO. 3068: AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024). 1687 - 1707

Ordinance No. 3068 - Pdf

7.6. COUNCIL BILL NO. 24-027; ORDINANCE NO. 3069: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001). 1708 - 1732

Ordinance No. 3069 - Pdf

8. BOARD APPOINTMENTS

9. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.
2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT

MINUTES
City Council
Monday, April 15, 2024 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - MAYOR ENRIQUEZ.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - MAYOR ENRIQUEZ.

Mayor Enriquez recognized the winners of the Water Conservation Poster Contest.

Mayor Enriquez presented Jennifer Gorham with a proclamation for National Safety Telecommunications Week.

Mayor Enriquez presented Jeanne Resendez with a proclamation for Child Abuse Awareness Month.

Mayor Enriquez presented Emma Stahl and Katalina Elizabeth Hadfield with a proclamation for Fair Housing Month.

Mayor Enriquez presented Debra Temple and Kelce Santo with a proclamation for Donate Life Month.

Mayor Enriquez presented Sarah Stegall with a proclamation for Parkinson's Awareness Month.

Mayor Enriquez presented a proclamation to Debbi Moore, Carrie Hamblen, Richard Aguilar, and Joanne Garay for Small Business Week.

1.3 PETS OF THE WEEK.

Amy Defelix, Animal Services Center of the Mesilla Valley presented Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Steven Conn, Member of the Public said I am a long-time resident of Las Cruces. First item is I wondered about getting increased police presence up in the Las Alturas, Quail Run, Mission Bell area. We have family property up there. There has been a couple of lootings recently in the area, some strange characters frankly around there. I think it kind of gets a little neglected with the attention of the East Mesa and I think you know with the border spill over and stuff like that I just wanted to see a little more presence out there for surveillance and the second item is and I am just wondering in addition to the Youth YMCA we are building on El Paseo is there any other kind of business that we are attracting to El Paso. A decade ago, you know we had the Video 4, we had the International Café, all those businesses and now it is just sort of a cannabis dense k slum kind of situation. I just wondered if we were getting anything more there.

Jorge Aguirre, Member of the Public said I am a long-time resident. I am here for the draft for the proposed change to city codes. I just want you to consider that you are going to get a lot of opposition. I was reading the comments, and it is something that I can understand. It is like somebody in an apartment complex, they like their apartment complex and their apartment lifestyle a lot and they want to force everybody in the city to live the way they live and maybe single-family housing some people still like that. Just letting you know that some people don't want to live the same as we did for the last several decades and that sustainability requires more density and change is inevitable and so what I see in the comments and the concerns of the citizens is that they oppose change in any way that it comes and that is okay, we are all entitled to the way we like our lifestyle however resilience in a community, in an organization, in an individual it comes from the ability to adapt to change because change is inevitable. Maybe the requirements and the density of population that we had several decades ago was appropriate for codes that required only single-family housing but that is not the case anymore. We have a large demand for housing. We have a large influx of people coming from everywhere. We have a large amount of people who have limited incomes, who have limited purchasing power in an economy that is limiting more and more people's ability to purchase a home and so the city needs to create new legislation to adapt to the realities of our communities so that we can all prosper together.

Stan Engle, Member of the Public said my son told me that on Friday that the Mayor

came to see him at Central Elementary and if he is telling the truth thank you for showing up at Central Elementary Mr. Mayor. I hope you told all our elementary kids about the importance of democracy. So, I have appeared before this council several times as an advocate for more humane infrastructure improvements around our city and several of my friends also advocate for such things and we brought up issues that we have had with traffic and cars and whatnot, and I think it is aways going to be an ongoing issue. One of the things that struck me the last time I was here a month ago was one of our community members came and said the thing with cars is that it is just about personal responsibility and just like guns she said as well. I don't think it is as black and white as that. You know with an infrastructure that encourages our worst behaviors and with a lack of enforcement of irresponsible distracted driving and red light running, sure you know you can be driving down a street that is nice and wide and say you know what I am just going to run that red light because it just barely turned red and who is going to punish me, right? I have almost been hit several times in a crosswalk. I was walking to Sutherlands to pick up something and I was walking there because I live close by and to the man's credit, he did apologize to me but I told him get off your phone and drive. So personal responsibility only goes so far. Somebody else can pay the price for somebody's lack of personal responsibility. It goes the same for guns as well. I heard in my neighborhood that a gun was stolen out of a car. I don't know if it has been recovered or not but now there is a gun out there that somebody else could pay the price because that gun is out there. My feeling is yes, we are responsible for our actions, but we also have to realize that sometimes our actions mean that other people pay the price. Sometimes saying personal responsibility means that we are trying to not take responsibility for bad policy decisions in the past. We had a great group that talked about fair housing. I am very lucky that I have a cushion, but a lot of people don't. A lot of people have to work and if their rent goes up or if their insurance goes up what choices do they have. They have choices but maybe all of them might not be that great and we need to recognize that as a community so that we can build the social infrastructure to take care of these people and then we can finally say its personal responsibility.

Juan Garcia, Member of the Public said I have been watching Yoli Diaz in this and the County chambers for a year. She has reached out to city, county, and state leaders for help in addressing catastrophic healthcare, cancer. Yoli in my opinion has bounced from one elected official to another with no official commitment for resolving this issue. For whatever reason there is no interest for providing funds for at least a pilot program to address this critical issue in our community. We have unrestricted money to give away, UBI, to those who want category, money to provide unrestricted, "free rides in the Las Cruces bus systems" but "no funds for this issue". The optics are not good. In my opinion it appears that our elected officials prefer one segment of the community over the other. I understand some issues have a higher political return on investment like building another local abortion clinic but not a badly needed major mental health facility. The free bus ride program, "fifteen-minute city model under the guise of rezoning Las Cruces really important to some in these chambers who want to do away with cars on the road. UBI is good for the political resume as some attempt to climb the political ladder. In my opinion caring for the cancer sick is not worth the return on political investment which why it is treated like a hot potato". This weekend I had the opportunity to drive to La Mesa on New Mexico Highway 28. I saw the relocated Little Shop on Main passed Chope's Restaurant, front door was open, not

locked, open to the customers and citizens. No vagrants laying in front of the door or drug addicts shooting up drugs in plain sight or threatening customers. La Mesa gained that thriving small business that was located in downtown Las Cruces. Why did this occur? Because we failed to protect this and many other small businesses that have become forgotten victims and members of the Las Cruces Hall of Shame because in our politicized upside-down world the criminal is most often the victim. I understand we have two ordinances coming up for review and vote, I hope you the council make the right decision in your votes and as I watched the proclamations that just took place it would have been nice to have the chamber leaders here publicly advocating on behalf of the small businesses with Hispanic women, with folks that can barely make a dollar and make very few dollars every day, advocating for those small businesses that were impacted by the criminal element. I didn't see them. I hope they advocated somewhere but never saw them.

Tony, Member of the Public said I understand there was a proclamation, or an ordinance proposed by the city council based on the last city council meeting to support a ceasefire in Gaza. War is hell, as a Veteran with over 30 years of public dedicated military service and multiple combat deployments including Operation Desert Shield and Storm, Operation Joint Endeavor and Guard, Operation Iraqi Freedom, and Operation Endure Freedom I understand firsthand what it is like to serve in a combat environment. Unless you have experienced war, you have no idea of the hardships, mentally, physically, and emotionally that all involved endured especially service members. But with that said let me remind you of some key statements of why you should not be supported. Today marks a grim milestone for the people of Israel. Over six months since October 7th the one-day holocaust in which so many Israeli people were brutally murdered, raped, burned alive and taken hostage. The worst slaughtered of Israelis since the holocaust in World War II where more than 6 million Jews were slaughter and killed. Let me say that number again, 6 million. Let's not forget the thousands of Israelis that have had to leave their homes in Northern Israel due to the attacks from Hezbollah. With Passover approaching, a holiday of freedom and exodus from Egypt the citizens of Israel are in a dire fight for freedom in their nation and homeland. I expect that most of you have never been to Israel, yet you are proposing supporting the ceasefire. Thanks to the incredible courage and heroism of the brave men and women of their defense forces Israel is fighting back and with God Shloshim they will win. Let's keep in mind who started this war, Hamas, who was designated a terrorist organization by the US and other countries. By supporting a ceasefire, you let Hamas off the hook for the atrocities they committed against Israel on October 7th. If you look who is marginalizing the people of Gaza it is Hamas not Israel. Concerning all the money and resources that Gaza has received over the number of years from the international community it is in the billions, maybe even the trillions and has been squandered supporting Hamas initiatives digging tunnels, paying terrorist and martyrs, buying and smuggling ammunition to attack Israel and enriching themselves as the leadership of Hamas are billionaires who don't even reside in Gaze but instead live in luxury in country of Khutar. Hamas enables Palestinians by suffering, by using them as human shields, stealing aid, and employing hospitals and human facilities such as schools with military capabilities and ignoring the rule of law. Hamas is engaged in a PR campaign to magnify the criticism of Israel by failing to distinguish between civilian and combatants and casualty reports. You need to take with a grain of salt the casualty

numbers being reported by the Gaza Health Ministry as the ministry is controlled by Hamas. The US must signal to the world that it unequivocally defends Israel in its right to ensure that Hamas will no longer be a threat to Israel and all the hostages must be released and anything less will yield more death, hardship, and destruction in the near term and the foreseeable future. So if you are going to advocate for a ceasefire in Israel I would ask that you would include the resolution or proclamation for the release of all the Israeli hostages that were taken by Hamas on October 7th . I would also encourage to condemn Hamas who started this war as well as the PIG, just this weekend Iran launched an unprecedented attacks on Israel with hundreds of drones and missiles and fortunately with the grace of God Israel was able to defend itself and its citizens from the brazen attack. Let me ask you a question, what would you have done if you had been in Israel? This is what Israel, and its citizens are doing on a constant basis with Hamas and Gaza, Hezbollah and Lebanon, the Houthi and Yemen and all of Iran. I would highly encourage you all to support Israel and not support or pass the ceasefire resolution in Gaza. As it is stated in the book of Genesis, those who are blessed shall be blessed and those who curse us shall be cursed.

Diane Starbuck, Member of the Public said I am a member of Animal Advocates for Change. We have been waiting for news on the city's new Animal Welfare Ordinance other than it is being worked on. We have requested a copy, but none has been forthcoming. Dona Ana County has hired a veterinarian and is preparing for a mobile vet unit to go out into the community for spay and neuters. Why is the city so slow to share their support of companion animals and their owners. We are also waiting to hear when community members will be allowed on the board of the Animal Service Center. I encourage Ms. Barbara Bencomo to have the city lawyers write a letter to the state if she has not already done so. Las Cruces has been unable to control its companion animal population resulting in the suffering of abandoned animals and a high kill rate at our shelter. As New Mexico's second largest city it is shameful that the city has not adopted a fully funded phased in mandatory spay and neuter ordinance.

Diane Williams, Member of the Public said I am here on a little bit different vein. I wanted to express my appreciation to our Police Chief, his department. I made a terrible mistake and started to read comments on Facebook, and I am appalled at some of the emotions that are directed towards people who are trying to do their best. The one thing I would like to ask though, I tried to look at crime statistics for the city. It really stops I believe in 2020. There is not any additional at least on the portal, information as far as seeing where out crime rate actually is and where we are going. I have heard that we are going down on the violent crime side which I think is also a trend in the country as a whole and also are there statistics on crimes committed by homeless versus our local thuggery, drug dealers, etcetera, etcetera, etcetera? It seems that anger is really directed towards them, and the real problem is mental health issues and that is throughout the entire country. That and homelessness is a problem in the entire country. It is not unique to Las Cruces. It is not you guys doing a terrible job at what you are doing, it is a complex huge problem that will take a lot of resources and money to fix and then we will have people screaming about their taxes going for the mentally ill. The only other thing and this is a different topic, it is about zoning and not related to what is on the agenda but on the noon news today there was people protesting a zoning change in El Paso and I happen to see their sign and I

would recommend that the city look at the sign they post for zoning ordinances, large, bright green. You can't miss it, big black bold letters. I think that would be a real benefit with all the zoning issues that seem to be occurring.

Susan Cabello, Member of the Public said I am the new Executive Director of Downtown Las Cruces Partnership. You guys have seen me before in my role as of the Director of the Arts and Cultural District, so I am not new to the organization. I am just new to this position. I would like to take a moment to remind you that we are a state and nationally accredited organization that deals with economic development and the TIDD and Arts and Cultural District. We have new leadership as well. Our current Board Chair and Vice Chair are John Munoz and Jeffrey Stewart. John Munoz of Electronic Caregiver and Jeffrey Stewart of the Mesilla Valley Pharmacy. Our leadership is downtown as well. Downtown is growing and thriving. I want to thank you guys and our City liaison Chris Faivre for helping us on our mission to make it better every day. One new business is J&G Watch Repair. They were a kiosk in the mall if you remember that? They are now on the corner of Griggs and Water. So, it is really exciting to see a new business open up that kind of harkens up to the Main Street of old. He does not only watch repair but jewelry repair as well, just a really neat addition to our businesses downtown. When speaking with our businesses, I have talked to at least 20 businesses a month. Many of them have said that they really appreciate the security services provided by the TIDD and they would ask that those services be expanded, if possible, in the next fiscal year and finally I am going to leave my business cards with Christine, the City Clerk. I would encourage you without violating rolling quorum to contact me if you would like to learn more about downtown. I would be so happy to talk, to give you a walking or driving tour of our district and introduce you to any of our merchants that you would like to interact with.

Judy Berryman, Member of the Public said I am the current chair of the Historic Preservation Commission. I am speaking in regard to the pending demolition of multiple historic structures at the northwest corner of University and Chaparral. We are again losing a part of Las Cruces cultural history and I believe there has been no formal documentation to protect any remaining evidence. Although the proposed demolition is well within the requirements set under Chapter 40, Historic Preservation Ordinance, under Chapter 2, under the Historic Preservation Ordinance and Planning and Zoning, my question is, why can't we address demolition of historic buildings even if they are not in the Historic District prior to that act? My second question would be, is there any federal or state money involved in this endeavor? If there is, we are in violation of both those laws that protect historic resources. The opportunity that I see is that we have the opportunity to address this issue. The HPC is interested along with community members, city staff, and the construction industry that we can come together and create a diversified working group that can offer guidance on development rather than addressing it after the buildings have gone down. Why design such a group that would be transformative and would allow all of us to move beyond the current process. This would facilitate constructive and practical solutions. I propose the following, a Work Session regarding the property on University and Chaparral that would include city staff, the proposed developer/property owner, along with any members of the community. The goal would be to exchange ideas, share perspectives, and provide an opportunity to voice our opinion. The second ask would be to allow the Historic Preservation Specialist or Historian to actually document the

buildings before they are demolished. If we cannot save the buildings, we will at least have the history of the building. The goal would be to have a professional record to be filed with the New Mexico State University archives and special collections for any future research and finally a separate meeting with the property owners to discuss potential changes. I understand that a number of issues are going on, but I would like to ask that the HPC is not informed of demolition of historic buildings by driving by and seeing a bulldozer in front of the building. I would like to have prior information and consultation.

Eddie Thomas, Member of the Public said Mayor Enriquez allow me to begin by saying that hiring an outside third party auditing firm to advise you on the City Council Meeting procedure is not only a waste of taxpayer's money and totally unnecessary but is also a thinly veiled see through attempt to avert blame from moving the public input portion to the back of the meeting agenda in an attempt to escape public scrutiny for the policies proposed by this council. This is already something you signaled your true intentions on. This move would make it prohibitively inconvenient for most of the people that bravely come down to speak to you and the council members. May I respectfully remind you that you are all public servants, accountable to us, the taxpaying, salary paying citizens of Las Cruces and as such you should be accommodating us. To do otherwise would interfere with the democratic process afforded by the Constitution for the redress of grievances. One such policy is the proposed rezoning ordinance that would increase crime while decreasing property values. This proposal if enacted would increase neighborhood traffic and noise and destroy the peace and quiet we have come to enjoy. It is why so many of us moved here. I don't want to live in a congested cannabis community. We already have enough of them on every corner and shopping strip mall. We like single family neighborhoods that promote family life. We like the space and serenity that our current zoning structure affords. I have spent thousands of dollars fixing up my house. I have done my part to stimulate the local economy. So, is this how you are going to reward me and other homeowners that have investing in improving the appearance and adding to the neighborhood appeal? What possible purpose could this serve? Surely it is not in the taxpaying homeowner's interest. Instead, why aren't you doing something about the city's more pressing problems like crime, gang violence, drug abuse, and the homeless? Instead of building more low-income housing at the taxpayer's expense. Why don't you focus on attracting high paying jobs that can contribute to the tax base rather than draining it. We already have one Desert Hope with another one on the way called Amador Crossing. When that one gets full are we going to build another one and what are we going to name it?

4. READ CLOSED MEETING STATEMENT

4.1 READ APRIL 8, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in Closed Session and only discussed those limited items as stated in the posted notice to discuss limited personnel matters regarding Municipal Judge II, which is closed pursuant to NMSA 1978, Section 10-15-1H(2).

5. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to accept the agenda as presented.

RESULT:	**Carried**
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

6. CITY COUNCIL MINUTES

6.1 WORK SESSION OF MARCH 11, 2024.

6.2 REGULAR CITY COUNCIL MEETING OF MARCH 18, 2024.

6.3 WORK SESSION OF MARCH 25, 2024.

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

7.1 RESOLUTION NO. 24-102: A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAS CRUCES (CITY) TO ACCEPT THIRD QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023-2024 BUDGET, AND THE FY2024 CAPITAL IMPROVEMENT PLAN (CIP).

8. OLD BUSINESS

8.1 COUNCIL BILL NO. 24-023; ORDINANCE NO. 3065: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4C (MULTI-DWELLING HIGH DENSITY & LIMITED RETAIL AND OFFICE-CONDITIONAL) TO R-4 (MULTI-DWELLING HIGH DENSITY LIMITED RETAIL AND OFFICE) FOR PROPERTY ENCOMPASSING 2.908 + ACRES AND LOCATED AT 712 AND 722 HENDEE PLACE AND 725 BASHA ARCH. SUBMITTED BY M&M BUILDING SOLUTIONS, REPRESENTATIVE. (23ZO0500143).

David Weir, Deputy Director Community Development gave the overhead presentation.

Councilor Flores said you sent us all an email as far as the TIA and other details. The TIA was done several years ago and I am sure that traffic conditions have changed as a result even though I believe you said that maybe it didn't. I have several concerns about the change and there are no assurances anywhere that they will not proceed with a three-story structure anywhere and I don't know the TIA that was conducted several years ago I haven't seen it. I don't know what it took into account. I don't think anybody has seen it up here. Maybe I am the only one who hasn't. I don't think the public has seen it. I don't think the people who actually live there because there were several emails that I was cc'd on, and I think my colleagues were also. I think one of the problems I have here or the issue at hand for me is that it is almost like a bait and switch. It was presented as two-story structure, or it would be higher and now they have come back, and I think that the concerns that have been spoken, presented to

us here pretty much substantiate concern for over development. It was interesting how the developer said that well we need housing. Yes, we need housing, the operative word in that, the adjective would be affordable housing. In their language the rates would be market prices or market rates so it's not really alleviating the need for affordable housing or for housing for people who would otherwise have it. So, the study that was done specifically stated that the capacity was 15,000 I guess motor vehicles going back and forth but I think our population has grown in last few years and I don't think that it would be that low at this point and I think the TIA comes in after they have been approved or what is the process there? When is the TIA conducted, after it has been approved or before it's been approved?

David Weir said the TIA was approved as part of the construction drawings for the subdivision and the TIA basically explains the existing conditions and if there is any additional improvements that need to be made to the roadways of that time. The 15,000 content is major collector streets. That is what they are designed to, the maximum capacity, I don't know the particular numbers of the TIA but the existing traffic flows and the build out of the development are below that 1,500 traffic count. Some of the other comments that you have made, I think those are questions that the applicant could provide to you about their intent for the property, why they came forward at this time, and could also provide details on the TIA since they are the ones that commission that and the development of the subdivision.

Councilor Flores said it would be wonderful for his intent to be in writing because he can say with all due respect what is convenient at this time and renege at any time. So really unless he is under oath or something I wouldn't take his word for it, with all due respect.

Troy Mitchell, Applicant said one thing I do want to make clear, one of the 100 sheets that came in the TIA. The TIA was done on 64 single family lots and a maximum density for the R-4 zoning and it shows, it projects like a 2031 year fully built projection for the Boutz and Stern subdivision intersections. It shows of the max capacity. Those are around 20% or less.

Councilor Bencomo asked if granted the second story, the removal of that, do you have any idea how many units you would plan to build?

Troy Mitchell said yes, we would only go two story because as precedence we saw that was allowed in the subdivision so that is why kind of why we are requesting this. Our units that we have on our conceptual are 23.

Councilor Bencomo asked two weeks ago there was conversation about putting restriction of 35 feet, is that something you are comfortable with?

Troy Mitchell said yes, that would match with the subdivision as it is being built, the single-family homes and we can get our two story in a 35.

Councilor Bencomo asked for the 23 units you would expect to have two cars per apartment or what were you thinking in terms of parking lot?

Troy Mitchell said for the parking we are required to do 1.5 per unit and so we will have some bike racks because it is accessible to the university, that would be the plan.

Councilor Bencomo said I did want to note something about because I have also had some emails about well this wouldn't even help the housing crisis anyway because they are not affordable apartments, but I do want to say that all housing helps the housing crisis. MFA reports that there are 10 high end renters to every one unit in Las Cruces so then folks rent down taking up units for folks who cannot afford higher rent units. There is also a market report that says the city would need a minimum of 236 lots to come online in order to keep up with population increase. Here is where I am coming from with everyone. Number one, naming that traffic calming is a huge priority for me for Boutz, for McClure, for Hoagland, for Elks, for many streets in Las Cruces. It is a huge problem and it's a huge priority for me in making sure that it is a huge priority for the council and Public Works. So, I just want to point that out. The second thing is that you know when we talk about building apartment complexes. The city and certainly myself are trying to ask developers to do their part so that the city doesn't just rely on nonprofit developers. We want these private developers to build in the infill, to not just build out in the East Mesa, to build more apartments, multifamily units, missing middle units and then when they come to us we make it incredibly difficult. These are the balance that I am keeping as an elected official. Certainly, for this part of the area, but really all parts. It does not matter where proposals for apartments, whether it is Boutz, whether its McClure, whether its Sonoma Ranch, it is always a problem for residents in the area where they are talking about apartments. This will be my fifth year. Every time there has been a zoning request for apartments there has always been an issue for residents. It doesn't matter what the issue is. I also do want you to note the heaviness of that when we are also facing as a city a giant housing crisis, 5,600 rental units are short in the city of Las Cruces. Twenty-three won't fix it but I want to work with developers who are coming to the table and are saying we want to do this, and we want to do it in good faith and so now my invitation now to you, are you the developer or the owner? For you to also be a good neighbor. I think one of the biggest issues that I have heard in this neighborhood is the irrigation ditch. That it hasn't been cleaned. There is neighbors in the area that have had to go and clean it themselves and so just some of those little pieces right then my invitation to you is to come into this neighborhood and in good faith operate so that folks are able to talk with you about some of the feedback that they have.

Troy Mitchell said sorry I was not the subdivider of the original land. I am just these three parcels.

Councilor Bencomo said I see you are only the parcels on the end.

Troy Mitchell said I think you brought up a good point. I think economies of scale really plays into this. The intent to try to reduce the apartment rental cost is directly correlated with the cost to build the structures and so if we can build more units on a parcel, it reduces the cost and drives the cost of rentals down and that is kind of our intent in this as well as the single-family housing being allowed to go two stories as

well.

Councilor Bencomo said I think that also what this has taught me is that and I can talk about it during my council comments but I think and as Realize comes to life the need for inclusionary zoning and the need for providing density bonuses for developers who want to build more multifamily housing and you know I would love to in the future ask someone like you, will you save 20% of those apartments you are building to be affordable housing apartments. So that is my note for everybody that I am hoping this is something we can get done in the future. I think for today unfortunately that might not be able to happen but that is at least where I am coming from. I guess I will continue my advocacy for the ditch elsewhere David because I think that it is a real issue and it's a huge issue and we have to fix it and I am sorry that is not on you.

Troy Mitchell said I do want everyone to know that this is locally funded. It is not some big out of town developer. That is really something that we wanted to push so I am trying to keep it local. I need to clarify, David just told me. We wouldn't hitting our max R-4 density. I apologize, it is 23. The conceptual we have is 23 per lot so there is three lots total. They are just over one acre and two of them just under one acre.

Councilor Mattiace asked on the previous agreement that was made with Ken Miyagishima and the homeowners or the stakeholders, it was to be a one story?

David Weir said the structure would be one story but there was no cap on the number of units that could be built on each individual lot.

Councilor Mattiace asked how many total units, 23 times 3?

David Weir said yes, that would be 69 units. The maximum density for that would be approximately 113/116 units I believe. I did the math once, but it was over 110 but less than 120.

Councilor Mattiace said it is important for me to recognize that a lot of the stakeholders, homeowners, and people that have moved into that subdivision halfway depended on that first agreement or some of those homebuyers that maybe we aren't hearing from they purchased that $600,000/$800,000 home thinking that it was going to be the first agreement, you know one story. It still may be 50 people, 60 people but the stakeholders agreed to that it wouldn't be capped, correct?

David Weir said using stories as a standard is rather difficult for staff because there is variable in it. A height and feet is much easier to deal with and as we in the Community Development Department analysis the 35 feet is the same at the single family homes. New ones would be allowed to be built too and those are between existing neighborhoods and these projects. Again, just some information for council to consider.

Councilor Mattiace asked in your engineering knowledge and basis if it was one story what would be the number of residents?

David Weir said I couldn't answer that because until you put the square footage of the units that you are going to provide there are a lot of different design criteria that could go into that.

Troy Mitchell said I don't know that specific answer. I know that each lot is a different size and shape so yes, our conceptual for the first lot is 23. On other lots I don't believe we will be able to fit that amount. If we went single story it depends on the size per unit. If we went one bedroom, we could be able to fit the same amount if they are like 500 square feet potentially. We are trying to make them a little bigger than that. Our conceptual are two bedroom and three bedrooms.

Councilor Mattiace said assessment wise and value wise you probably wouldn't build a 500-foot property next to an $800,000 home.

Troy Mitchell said no that is what we don't want.

Mike Bevs, Member of the Public said I am understanding that they want to put instead of two-story apartments, four story. I don't know if that is true or not. We have been dancing around that song since they got here. I can tell you this. I had my home built 37 years ago by John Curry. Every piece of property he has was either has a French drain, huge, this tall full of river rock. Occasionally we get standing water and these people it's about money. These people didn't put a French drain on the back corner of that property, there is a pit half as big as this room where all the water from that is supposed to run down into this place and sit. I haven't figured out who is going to build a house next to that mosquito pit. I have been to the back two houses that Red Cliff built. I talked to a little girl that is sitting there. They are $340 apiece and they are the smallest ones on the property. The property that they built across the street on Boutz, there are no sidewalks whatsoever. You dump that many people into that small an area you are all going to have a dog or two and how in the world do you get parking for 1.5 people? I see a lot of song and dance here. This is pretty cut and dry. The last city council approved something and the whole bump has nothing to do with housing for the poor or any of that. It has to do with money. If you don't understand anything in this country go back to the money. We agreed and the whole group kind of went for the first agenda, but the council sat down and they are back for what's called a bump in the car business.

Patricia Nevue, Member of the Public said I live on Marilissa Lane. We have no sidewalks. Our children stand next to the street to catch the school bus. My issue was traffic. I know one member of the city council told one of the other neighbors they would come and look at the situation. We have no shoulders. We have a dirt strip where people have put in traffic lights. We have had traffic lights put in. That means that you can't walk down that dirt strip you must then walk into the street. Our children get off the school but and where are they going to walk. People don't drive 25 miles an hour. I have heard it said that this is an arterial roadway, that it is a straight going in and out of the city with two lanes and no shoulders. Where are people supposed to walk? I am concerned with traffic that by adding the apartments we are adding more traffic, and it means that it is unsafe for our children who have no sidewalks to walk. For people who are going into Old Mesilla, they drive 35/30 miles an hour, I realize

that is a personal issue for those people, but we just want our children to be safe. We want to walk down our streets and there is nowhere to walk. Please drive by our neighborhood. You will see what I am talking about. Building the apartments is great, we need that kind of housing. We just don't need the traffic.

Joe LaRocque, Member of Public said I live on Marilissa also. We have already mentioned that the original zoning was a compromise between what the residents wanted, and the subdivision developer wanted, and he wanted like six houses per lot and all of this stuff, and they changed all that and he wanted the two story apartments. The Mayor at the time and the city council agreed that that was stressing the neighborhood too much, the six lots per acre and all the rest of it. At the same time that all of this was going on it was brought up in city council that Boutz is an arterial collector street, that it does not meet any of the definitions of a collector street that are set by regulation. It was designated that because it comes from Mesilla to Las Cruces, and it doesn't meet the standards to be that but it is designated that so that is what the TIA said it was. My main objective to the whole thing is that I think this is just trying to do an inrun around what was originally agreed on and I don't think that is appropriate and I don't think the city council should allow it.

Diane Williams, Member of the Public said I hear reference to traffic calming and I wonder how you calm traffic on a two-lane road where you are adding over 100 with the houses and the apartments vehicles just them alone will be using that road as well as people that come visit. When you have two lanes crumbling little asphalt shoulder, I believe it is 8 inches on one side and maybe a foot/foot and half on the other side and then you have people's walls, people's driveways. Are you going to take over people's properties? There is no place to put in sidewalks and curbs and so what do we do, just wait for a kid to get hit? If I have to dodge around garbage cans or light poles while I am walking, I am walking sideways on a drainage ditch. How do you calm traffic in that situation? Please consider that, thank you.

Henry Wilson, Member of the Public said Marilissa Lane. I don't know how we got up to this point after 4 years of discussing that project and still don't know the number of apartments that were planned, are planned, or want to be planned. I heard 63/64, I don't know. After four years they are still not sure the number of apartments, sounds like something is trying to be changed to call it something else.

Raymond Bernstein Jr., Member of the Public said I am part of the housing area, and I was very involved in the original request for keeping things down. I am going to be very, very brief. Most of the things that I wanted to say today have been said. There is one thing though I would like specifically the council to take note of. We have a practice, it is institutionalized the way we do business in the city, we have the developer do the TIA. Who in the world is going to get a developer to fund a TIA that is not going to suit their purpose. It is like the fox with the hen house. They are always going to say that things are great and what was said about the size of the roads, and I took pictures the first time around. The roads are radically smaller than the template in the specification for the arterial routes. So, I would ask you to strongly consider rejecting this proposal.

Robert McCorkle, Member of the Public said I live at 1130 Marilissa Lane and I spoke to you last time. Some of the questions that we are finally getting answers to were prompted by an email I sent to every councilor and the Mayor. Looks like they are trying to pull the old bait and switch on us here and I don't appreciate it and it disturbs me that Mr. Weir says we can come back in a year, and we can do some more amendments to it. No, that's it. You had your chance, you made a promise to us. You are in the process of maybe breaking that promise and I'll agree we need more housing. There is no question, Councilor Bencomo but let's make sure it is the right housing that will serve the most people who need it. This doesn't seem like affordable housing to me. The average rent in this city depending on what website you look at, $800 to $1,000 for a single 500 square feet, whatever it might be. There is going to be students, it is not far from NMSU. You know as well as I do that is not just going to be one student in that apartment it is going to be two, three, or four, all of them probably have their own vehicle. We are talking of adding who knows how many more vehicles, 1,000 over time and the TIA is four years old. The city of Las Cruces has grown by about 4,000 people since then. A lot of them use Boutz to go to Mesilla and that is going to increase that traffic coming through there. The bigger problem I think is going to be at El Paseo and Boutz because it is going to stack up there. It already does so I urge you to vote this down it's not time and it's not the place.

Mayor Enriquez asked so this was agreed upon four years ago and after a denial of one year then they can come back and make some changes but in that time, there hasn't been any other changes, correct?

David Weir said there has been no other request to change the zoning since 2020.

Mayor Enriquez asked and everything that was agreed upon at that time has been adhered to?

David Weir said correct.

Councilor Bencomo said I want to make the amendment on 35 feet just to end the misinformation around four feet, four story apartment complex and those kinds of things. Is that something that staff would recommend?

David Weir said yes, staff would be comfortable with a recommendation of 35 feet. That is what the maximum height is for the adjacent properties that are with the R-1 zoning.
Councilor Bencomo said I would like to now make a motion to amend this to include a 35-foot height limit. Mr. Weir can you please talk about 35 feet and what that means?

David Weir said 35 feet is from the ground floor of where the dirt is to the maximum peak of the structure. That is not an arbitrary number. Stories can vary from 10 to 20 feet in height, so it is an exact number. The neighborhood knows, city staff knows what they are getting with 35 feet.

Councilor Bencomo asked realistically in 35 feet could you build three floors?

David Weir said it would probably be difficult to do that. Twelve feet is where you have your floor, your mechanicals where you have your air ducts for your heating and cooling and running your mechanicals and then you would have another floor on that if it were the same in between floor and then you would only have nine feet left which would be rather difficult. You could not get another 12-foot story in.

Councilor Bencomo asked what if I say 30 instead of 35? You're saying that 35 is not an arbitrary number is what you said?

David Weir said the reason that staff provides that number is because that is what the single-family homes adjacent to the lot are allowed already so you are not allowing a height greater than what the adjacent zoning has.

Joe LaRocque said I am not talking about what we did before, this is about the amendment and I think if you take a show of hands of the people from our neighborhood we are not concerned with 20 feet or 35 feet or whatever we were concerned with one story or two stories and how that effects the traffic that the apartment complex will create and 35 foot two story is basically giving them exactly what they want and I am saying we want one story to restrict the traffic instead of doubling the number of apartments. So, I don't think the foot has anything to do with whether it is one story or two story.

Councilor McClure asked perhaps David Sedillo could speak a little bit to traffic calming? I know that they were working on collector and arterial calming. I know that there is a way of slowing traffic down manually and what would that look like for Boutz and what would that look like for Stern?

David Sedillo, Public Works Director said you are correct Public Works is working on a traffic calming mitigation policy for both arterials and collectors. As far as what can be done on Boutz and Stern, those are going to be site specific and based on many things as we go through so we will take a look at what those items are and see which applications will work best based on configuration, existing conditions, traffic itself because again some of these streets are not comparable. Some are built out and some are not so it would take all of those items into consideration.

Councilor McClure asked just kind of give some examples of what does that look like when we say traffic calming and I know that it varies depending on the road and the conditions and the amount of people but what are some ideas so that people can walk away and say these are some ideas of what might happen in the future when we do integrate more housing in this area.

David Sedillo said some things that can be done are narrowing of travel lanes. Those are an option again depending on the number of lanes that are out there, what the traffic is doing there. That is one way to look at it. In residential streets we do have speed tables although these roadways are classified with a little bit higher speeds, we would really not recommend those types of things. Again, look at different ways of how to slow traffic, we could do planting of trees, there are other factors that we can install in the right-of-way that we have available to us to do that.

Councilor Flores said I know there is a lot of development in District 6 and every time something is built my understanding is that the developer or the builder or someone is responsible for putting in the drainage, the sidewalks, that sort of stuff. Would that be happening with this new development?

David Weir said the developer of the Banmor Subdivision and any outstanding public improvements with these three lots when they came in would be responsible for putting that infrastructure in. The sidewalks along Stern and Boutz are already in place. They were built with the initial single-family zoning. All the roads are paved. The individual lots interior of the subdivision will be built with the construction of each individual lots. So, the internal sidewalk system will be built out when all the homes are built, and apartments are placed on these three lots.

Councilor Flores asked why is that we have a woman who came up to speak, I think a couple of times now at least that there aren't any sidewalks, that children have to cross those streets and I know, and I have been down that street several times and it always looks very rural to me. It looks very undeveloped, but you are saying that there are sidewalks there, where exactly would that be?

David Weir said the Banmor Subdivision was built under the time when all sidewalks were required, and they have done that. The residential areas to the west do not have any sidewalks in front of their lots. Evidently at the time that was built it was either outside of the city limits and they weren't required or when they were approved by the city or there was some type of waiver for those so those are existing development that took place prior to the sidewalk requirements being mitted. Those lots are a little bit larger. There are certain conditions that sidewalks aren't required in a residential development but those have been all the rights-of-way and streets have been within the city system and our responsibility for some time.

Councilor Flores asked so those units if they are built if its approved will have a sidewalk?

David Weir said yes.

Councilor Flores asked so you would have a patch of sidewalk?

David Weir said yes.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to remove Ordinance No. 3065 from the table for discussion.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to amend Ordinance 3065 to add the 35-foot height limit.

RESULT:	**Carried**
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Becky Corran
NAYS:	Councilor William Mattiace and Councilor Yvonne Flores

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Ordinance No. 3065 as amended.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Becky Corran
NAYS:	Councilor William Mattiace and Councilor Yvonne Flores

9. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

9.1 COUNCIL BILL NO. 24-024; ORDINANCE NO. 3066: AN ORDINANCE CONFIRMING THE SUCCESSFUL COMPLETION OF THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT WITH X2NSAT, INC., AND AUTHORIZING ITS TERMINATION, TO INCLUDE THE PROJECT PARTICIPATION AGREEMENT, INTERGOVERNMENTAL AGREEMENT AND THE RELEASE OF THE $150,000 GUARANTY THAT HAS SERVED AS SECURITY FOR THE PROJECT.

Elizabeth Teeters, Director Community Development gave the overhead presentation.

Councilor Corran said I just wanted to follow up and say this super interesting especially given that and on our agenda that we also had another LEDA project that was approved in the consent agenda. It is cool to see that we have we had our return on our investment sooner than the state did. Can you just tell me what the dynamics of that are? Is that typical? Do we get paid first and how does that work? And can you tell me what the average time to return on investment in most LEDA's is, approximately?

Louise Marquez, New Mexico Economic Development said what I can tell you is that there is no such thing as an average simply because every project is going to be a different size. What I can say is because the city's investment was $150,000 and the states investment was $300,000 as money returns it is easier to reach $150,000 on return on investment. I would also like to congratulate city council because it is a pretty exciting time when you get to where you have completed the actual project, and you are seeing the benefits of it.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3066.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky

	Corran, and Councilor Yvonne Flores

10. BOARD APPOINTMENTS

10.1 PATRICIA GALLEGOS

Councilor Mattiace appoints Patrica Gallegos to the Library Board.

10.2 MARNIE NIXON

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Marnie to the Health and Human Services Advisory Committee.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

10.3 TED LINNERT

Councilor Becky Corran moved, seconded by Councilor William Mattiace, to reappoint to the Airport Advisory Board.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
SECONDER:	Councilor William Mattiace
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

10.4 MIRCHAEL RADKE

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to reappoint Michael Radke to the Airport Advisory Board.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

10.5 STEPHANIE HAWKINS

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to appoint Stephanie Hawkins to the Lodger's Tax Advisory Board.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

10.6 KEVIN VAL PEREZ

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to appoint Kevin Val Perez to the Lodger's Tax Advisory Board.

RESULT:	**Carried**

MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

10.7 TROY MITCHELL

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to appoint Troy Mitchell to the Capital Improvement Advisory Committee.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

11. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

2) A Councilor may ask staff for clarification on the proposed ordinance(s).

11.1 COUNCIL BILL NO. 24-025; ORDINANCE NO. 3067: AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.

Council agreed to bring it forward.

12. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12.1 COUNCILOR MCCLURE

I was pretty conflicted about the ordinance that we approved. I think the clarity was a little hard for them to understand but I think Mayor Pro Tem Bencomo's explanation is partially how I feel as well, and I also think that ask is going to be especially once we look at Realize be innovative with our developments and rethinking how we actually build and how we can be good neighbors is going to be crucial. For example, if we don't want to have a community built that has any parking at all and it becomes a cycling only and they know that when they move in. Those are novel ideas that are working in other areas especially if we consider infill in at least in District 1 specifically. I was conflicted and I wish we would have talked a little bit more on how to relay some of their concerns in terms of traffic because as I think what the crux is that people worry about traffic not necessarily about people even though I know sometimes I get conflicted when I hear ugh, the apartment dwellers. I was an apartment dweller for ten years and I was also very interested in my city so I wonder about that, and I think it is a strange narrative to have because not everyone wants to live in a single-family home or can frankly.

12.2 COUNCILOR MATTIACE

None.

12.3 COUNCILOR GRAHAM

I just want to give a quick thanks to Justin Garcia with the Las Cruces Bulletin. A story that he worked on recently posted a couple of hours ago entitled, Public Officials Grapple with Threats Raising Questions about Local Democracy. Covering some disturbing yet definitely needing to be covered issues about these kind of threats. Justin looked, he brought in some of the national statistics but also looked at the state and local level and I was pleased to participate in the story. Shoutout as always to local journalism and give it a look.

12.4 COUNCILOR CORRAN

I wanted to give a few quick notes and shoutouts but also to the question earlier I also think Mayor Pro Tem Bencomo's thinking about this really speaks to it but I would also say as we continue this conversation with Realize there is a lot of fearmongering happening about what your neighborhoods are going to look like and I just want to say when you come to us about folks who live in apartments or folks who like me live in a townhouse down the street from an apartment in a vibrant beautiful neighborhood that I wouldn't give up for anything and truly love realize that the folks you are talking to might actually live in the types of space that we are talking about increase density and I will encourage anyone who is sort of thinking critically about Realize to consider both the housing situation that we exist in and the environmental situation that we live in and understanding that denser housing is better for the environment and know that we are also working on the traffic calming discussions very briefly and we have been having those discussions and I have a list of the streets in my district and folks are crying out for traffic calming. We can't do all of those things at the same time, address the sustainability, address the housing crisis, address safety in our neighborhoods meaningfully and also just as a note, don't let internet fearmongering and misinformation dully inform of what you perceive of reforms of zoning that really give homeowners a lot more power to build granny flats and other things amongst many things that are a part of that but please know that when you are yelling about duplexes you are talking to someone who lives in one so what you say subsequently might be viewed with some skepticism from my part although I can understand why you might not want me in your neighborhood.

I do want to give a couple of shoutouts of experiences this week. I planted a tree in my front yard, and this is not a story necessarily about planting a tree but by the way I got it on what I call is the death row of plants at one of the big stores. First, I called before I dug, I want to give a shoutout to this infrastructure. Two notes, one you don't have to actually call for people like me who hate talking on the phone you can do this online, you can request someone to come and put the markers where the things that are in the ground, utilities in particular that you shouldn't dig into and again many people don't think this applies to them because maybe you don't dig holes so deep but in fact in my case I did. The hole was that deep and I had called and there were markers, and I did not cause a gas explosion in my neighborhood. You can call 811 or do it online if anyone hates talking on the phone and the City of Las Cruces, Darrell in particular, thank you to Las Cruces Utilities Darrell who came out and marked the water and gas in my front yard and Century Link and Xfinity joined in, and El Paso Electric joined in on that but I also wanted to give a shoutout to Darrell who did that in particular in the city.

I want to also mention that I met with Marshall Martinez the Executive Director of Equality New Mexico about the City of Las Cruces and Mayor Pro Tem Bencomo and City Manager Taumoepeau was there and we were talking about the Municipal League Quality Index of Las Cruces which I mentioned before but I really want to highlight this because they came into this meeting with Gail Estell who is the City's ADA Coordinator but who also works on our Municipal Quality Index and since she has been working at the city we started out with score of 47 and our score is now 89 out of 100 so special shoutout to Gail who has been working extraordinarily diligently on this during her time at the city and I am really proud of the work that she has done and the work that the city has done to think about this score card and I appreciate Marshall and EQNM for giving us some food for thought to move forward so thanks to everyone who came to that and it holds an exciting future.

I serve on the board of the Roadrunner Food Bank and I think that they are looking at expanding their operations in Las Cruces and so this week I will be meeting with those folks on how they will be supporting their local food banks and to the community to the south and the southern part of the district and also partnering with manufacturers in particular in Juarez to build a local supply of food that can be distributed to folks who need it. So, I am very excited about the potential expansion and growth of Roadrunner Food Bank here in southern New Mexico.

12.5 COUNCILOR FLORES

The City Art Board is going to be participating in the Mira event on April 27th,it's going to be at the Plaza and again this is the second annual Chalk the Plaza. It invites all artists who want to proceed with the plan. The theme is Postcards from Las Cruces which I understand to be things that are very Las Cruces. Everyone is invited to participate.

12.6 COUNCILOR BENCOMO

Thank you, Councilor Graham, for the shoutout to the Bulletin for the article by Justin Garcia. I also participated in that article and I made public comment about it on my social media but I wanted to here from the dais publicly thank Ikani, Chief Story, and Detective Wilbur for the way that they handled my situation and for taking it so seriously, especially Detective Wilbur for being such an advocate for when I didn't know what to do so I just really wanted to thank you all for holding space for my fear and anxious rants at times because it was a very hard situation. So, thank you very much.

I also want to thank Community of Hope, Nicole Martinez and her staff for hosting a meeting last week with some of the neighboring small businesses of Community of Hope and soon to be Amador Crossings Housing Project and Natalie was there as well and I just want to thank everyone who came for engaging in that meaningful conversation and for continuing to engage in that conversation and an additional shoutout to Dr. Schumacher who has experienced significant amount of grief in her location. It doesn't go unnoticed and very much seen, but additionally she hosted a free vet clinic there at Community of Hope where people came in and brought their pets and she took care of them and it was really beautiful and I think it is such an

important bridge building practice for us to have these kinds of conversations and engagements beyond the three minute podium talks here and so I really just want to thank everybody.

I had two district open houses, and I can't thank Catrina and Grace for all of the work that they did to put them together. I don't know if this is public yet, but we are losing Grace back to the LCPD. Grace you are wonderful, and you have been wonderful in this office, and I am excited that you will continue the work. But Catrina and Grace helped tremendously with setting this up. I wanted to just thank some people who just specifically came because the model that we did involve a lot more staff than it usually does and they came twice and stayed two hours and talked to so many community members in District 4 who had real concerns, who had questions and they were all there to answer them graciously. A ton of city staff, we have Animal Control, Gino Jimenez came to both meetings. Economic Development staff also came to both meetings, Chris, Celina, and Blaire. LCPD Codes, Officer Roach and Officer Ellis. Partners like NMDOT were there as well. Our Project LIGHT Team #1 was there and even as they were getting calls, they were in and out. Public Works, David Sedillo was the only one there the first meeting and I want to note that so if Tony is hearing we can guilt him a little bit because David had the longest line ever. Partners like Mesilla Valley Community of Hope were there for both meetings as well as Legal Aid who you had met here today. We had our LCPD Community Advocates, David, Charlie Velasco, Belina, and Alicia and then this last meeting a couple of members from the School Board also came. School Board members Nolan and Tenorio and then of course we had Utilities Adrienne Widmer who came to the second one and then Community Development who also came to our second one as we were adjusting from the first one. So, there was a ton of folks and I just want to express my sincerest gratitude to everybody.

Really quickly I did mention earlier that I Mayor and Ikani, I would love for us to talk with Community Development about inclusionary zoning unless that is something that is in Realize. I don't know if it is, but I think it is important to talk about having a tool for us to be able to offer developers a density bonus with a commitment that they save some of those apartment units that they make them affordable housing units. It feels like a really important tool for private/public partnerships to continue as we build apartments and multifamily dwellings within the infill.

The last thing I wanted to talk about, I know we contract with a third party with security for the downtown and sometimes for our partners like at Community of Hope or at least hope to provide that service for them in the near future but I am hoping that in that contract we can request additional training for those security guards who are in fact very much at the forefront of navigating with folks who may have mental illness, folks who may have substance use issues and may not have the training to sort of deal and have those appropriate conversations with folks. You know my step daughter was dog sitting and she was walking a dog in the downtown plaza and one of the security guards barked at her and so I just want that if we are contracting with these folks that they are providing important and good customer service and I am hoping that we can talk about how we can build into that contract like mental health first aid training or things like that that I think are an important piece of customer service like what Chief Story has talked about with PD.

12.7 MAYOR ENRIQUEZ

I just wanted to note for the record a couple of the public comments. The evaluator that we are going to use to evaluate our city council meetings is not a cost to the city. It is something that is provided from the Municipal League and that is why I want to take advantage of that and then also with that there are a lot of things that the city is working on. We have a couple of Work Sessions that are coming up with the budget and with also some ordinances to come. So, we are looking at public safety. We are looking at social wellbeing. We are looking at the homelessness situation and we are looking at petty crime. So those are the things that we are working on, and we are going to move forward. I just wanted to mention the evaluator is no cost. That is something that is provided and also, I did attend Central Elementary Career Day, so I did go there on Friday, but I also attended this weekend was the first Annual Pecan Festival at Young Park. I was very pleased because that is something that is in our backyard. That is our culture, that is our agriculture, that is staple in our community, and it was the first one there is a lot of vendors there, music and fun and I think it is just going to get bigger and bigger and will represent the city of Las Cruces and the Mesilla Valley all together.

Last night we had our banquet for the Mayor's Top Teens. It is a great program, a great event. Our future is bright to see these young students that are taking the initiative to set a higher standard for themselves is just going to represent our community in the future, so with that I just want to give a special shoutout to our Councilor Mattiace. When he was Mayor, he was the founder. This is actually number 17 that came through so thank you very much.

Councilor Mattiace said thank you very much for the recognition. So, you said such great future when you see these kids and you meet them. They have a lot going for them and I think we speak of a lot of negative but there is so much positive out there when you spend time with these top teens.

Mayor Enriquez said thank you Councilor Mattiace. It is a great event, and we are just going to continue to go and I even mentioned that we are always looking for sponsors. We are always looking for sponsors to help us with this event so we are going to start reaching out to those students from 17 years ago who are now are really successful that they can pay it forward.

13. CITY MANAGER REPORT

13.1 IKANI TAUMEOPEAU

I just have a few announcements. Number one regarding the Taxable General Obligation, our GO/Bonds for 2024. This is one that our City Treasurer said to share as information just to keep you apprised. Bonds were sold by competitive sale on March 14th, 2024. Robert W. Bayard & Company was the best bidder for the bonds. The sale amount was at par $6 million as directed with a premium of $32,483.50. That effective interest rate of 4.79% less than 10%. Purchase discounts of 0.52% less than 4%. Bonds closed on April 11, 2024, city receives the bond proceeds, final payment on bonds specified as August 1, 2032, which meets ordinance parameters.

This presentation fulfils the final requirements of the ordinance to report to you, council, and Mayor on the details of the pricing certificate and awards certificate at a regularly scheduled public meeting of council.

There was a public comment on animal control ordinance and just an update. I appreciate Barbara who is on Teams right now following us. She was able to get an update on the 11th of April. Talking with PD and Gino and Joy Wiitala, they are working on the Animal Welfare Ordinance. So, I just want to give everyone a heads up. They have a solid draft, and they are working through that and what they are saying is that they can approach many of the concerns that have been posted by groups. So please stay tuned on that and more to come from Chief and their team, I am sure.

I appreciate Sonya getting with many of the department, one being JU. They are reviewing the new EPA Regulations for PFAS, which is a chemical that is manmade found in many of the products including foam that trickles down into the cells that is bad for humans and causing cancer. The good news is that we believe our wells are within regulated compliance and so that is a great thing. We appreciate Adrienne and her team in testing the water and making sure they are safe for our residents. Also, a press release is planned to be released later this week, so I just wanted to give you all a heads up on that.

Congratulations to our Sustainability Team. They have been awarded $500,000 from the Department of Energy for the of Plugged in for Good Alliance. This essentially means what they will do with the funds along with its sustainability partners within the community will develop a market-based home retro fit program and skilled workforce to increase energy efficiency, affordability and assure residents comfort and safety during extreme heat events.

Last but not least we have our museum team. They have two big exhibit openers that drew 390 attendees, High School Senior Art Show and artist Roberto Salas. Additionally, there was an eclipse party that drew about 500 attendees.

The Parks and Rec Department in collaboration with Keep Las Cruces Beautiful will host its first Art Recycling Show. The Art Recycle Show will be part of an Earth Day event Friday from 5 to 8 p.m., April 19, 2024, at Plaza de Las Cruces. For any questions, please reach out to KLCB. Great American Clean Up, this is a call for volunteers so if you know anyone who is interested in the community, please reach out to KLCB. They will have a clean-up from 8 a.m. to noon on April 27th. A lunch will be provided for all volunteers from 12 to 2 on April 27th at Walmart Super Centers within the city of Las Cruces individual volunteer groups and civic organizations are invited to register for this year’s Great American Clean-up event.

14. ADJOURNMENT

14.1

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to adjourned at 3:35 p.m.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Mayor

City Clerk

MINUTES
Work Session
Monday, April 22, 2024 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

ABSENT:

1. JOBS OF THE WEEK

1.1

Sarah Raney, Workforce Connections presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

Amy Defelix, ASCMV presented Pets of the Week.

3. AGENDA ITEM

3.1 FISCAL YEAR 2024-2025 BUDGET REVIEW & PUBLIC HEARING.

Jacqueline Rubalcava, Budget and Grant Administrator gave an overhead presentation.

Srijana Basnyat, City Innovation & Strategy Manager continued overhead presentation.

Cynthia Campo, CIP Analyst continued overhead presentation.

Councilor Bencomo said since we're on the CIP real quick the $350,000 we received

from the State Legislature on Active Transportation that we have not decide how that will be spent yet correct or have those projects been determined already?

Srijana Basnyat asked are you referring to the Cedars Appropriation?

Councilor Bencomo said yes.

Srijana Basnyat said ok Cynthia correct me if I'm wrong but those are going to be under the pending. So they will move over once we receive the actual amount and at that time we will bring the projects forward that would be proposed.

Councilor Bencomo said thank you so those have not been determined yet? I have questions on the new positions. I'm curious about one of the biggest priorities for us this year is Municipal Court and I'm wondering if it was discussed about the position for an internal Public Defender?

Brad Douglas, Interim City Attorney said yes that position has certainly been discussed and we are planning on filling it very, very soon. I don't know if that answers your question but that will be happening eminently I believe.

Councilor Bencomo asked so is that funding going in the Legal Department since I know there was still conversations about whether that person could not report to the City Attorney.

Brad Douglas said to answer your question that funding will be coming to the Legal Department, but that person will not report to the City Attorney to avoid any conflict of interest or appearance of impropriety.

Councilor Bencomo said so for either yourself or Chief Smith I notice there's a new position for another MSW is this a brand new position then or is there an expansion can you talk about the request for that?

Chief Jason Smith, LCFD said we are requesting a licensed clinical social worker so LCSW, we're looking for someone to who will supplement our MIH Team as well as serve as clinical oversight or guidance for our social workers. So this is a brand new position it's one that we originally tried to fill early on with our LIGHT Team, but we were unsuccessful in filling it. Now we feel that it's the right time to bring that position back.

Councilor Bencomo asked because right now the clinical supervision is external, right you seek out external supervision?

Chief Jason Smith said that is correct.

Councilor Bencomo said my last question was for City Manager or HR or Parks even. You know when Parks and Rec presented at the Budget Retreat around the idea for Park Rangers, I never imagined those Park Rangers would be Law Enforcement. I

imagined them being part of Parks and Rec staff. So I'm curious about that decision and if there's still an opportunity for us to discuss what the responsibilities of those Park Rangers and the model that we can use for the Park Rangers?

Ikani Taumoepeau, City Manager said we can definitely have the discussion. We will go into further discussion on the next agenda item on that as it will be presented. Just real quick there's authorities if they're not under the Police they would have the same authority that Parks and Rec staff would have, which is not much at this time. Because they're dealing as you hear here with incidents in the bathrooms, incidents right now where it's very difficult to put our un-sworn staff in that position. So that is a quick thought but Chief Story in the next agenda item can share more into detail or right now if you would like.

Mayor Enriquez said some of the questions I have are with the increase with some of JPA's, is that in the final agenda as well?

Jacqueline Rubalcava said yes the JPA's will be presenting their proposed increases in the next agenda item. Did you have questions on what was currently budgeted?

Mona Charney, Vice President of the Friends of Thomas Branigan Memorial Library said an organization with 244 members. I'm joined today by several members of our board, and we would like to just offer our support for the Branigan and the Las Cruces Library system. I was drawn to support this library as a passionate believer in the indispensability of the libraries to our lives, our lifestyles and our community. I am here today to advocate for Las Cruces public libraries. As you know many members of our community have Las Cruces public library cards but today there are many more who are looking for more than just books. Today libraries can be the heartbeat of the community. They have classes and programs for all ages, story times for children, opportunities to develop skills in computers, crafting and many other items that are of interest to our community. The library offers maker spaces, safe spaces, work areas and recreational spaces. This year our incredible library has offered over 1300 programs serving nearly 22,000 residents. The library welcomes all who chose to use it, regardless of who they are and where they live. Successful library programs depend on two things, funding levels that are consistent with the size of the population being served and excellent staff. Our current library staff members are absolutely amazing. The City is estimated to have approximately 115,000 residents and that number is well over 200,000 when it includes residents in the County. I don't live in the City limits, but I use the library constantly and I carry with me 17 letters of County residents like me who've taken the time to remind you that these resources are used by all of us. When we make a drive to the library we are likely to shop and eat downtown as well adding to the tax base of our community. But also would urge you to collaborate with County officials and remind them that these resources are available to their constituents too and to ask that they provide more support for Las Cruces Public Libraries. I represent a tremendous cross section of people. Mr. Mayor thank you very much I appreciate your time.

Kathe Stark, Member of the Public said I just wanted to say how utterly disappointed I am that for what I believe is the 8th year in a row, we have not put value in our animal

control officers and increasing the size of that staff. While the population continues to grow and many which have animals we know, the staffing level for Animal Control has remained stagnant and that's extremely disappointing. Thank you.

3.2 COMMUNITY LIVABILITY.

Barbara Bencomo, Chief Administrative Officer gave an overhead presentation.

David Sedillo, Public Works Director continued overhead presentation.

Steven Bingham, Parks and Recreation Director continued overhead presentation.

Brad Douglas, Interim City Attorney continued overhead presentation.

Chief Jeremy Story, LCPD continued overhead presentation.

Natalie Green, Housing & Neighborhood Revitalization Manager continued overhead presentation.

Chris Faivre, Deputy Director Economic Development continued overhead presentation.

Councilor Flores said so on the well replacement by the Natatorium. When we put in that request for the funds would it have been possible to ask for funds to replace the well? I mean would that be part of the project because actually it was you had to remove it in order to build so would that have been kosher for lack of a better word?

David Sedillo said at the time that this project was on going EPA said that they may request that the well get re-installed. So at that point in time we didn't think it was feasible to actually budget for a well that may not have been asked for to be re-installed. At that point we did not know however we did identify costs when we understood that they gave approval for the decommissioning. Now at this point in time we have no budget for that. We understood what the cost may be but as a matter of fact it has actually increased overtime.

Councilor Corran asked how much does one block of sidewalk cost?

David Sedillo said that is going to vary greatly. Whether how many drive pads are on there but I will give you somewhat of an estimate. We did have a request I would want to say maybe a month and a half ago and we went out and did that estimate. To do that stretch of block with the curb and gutter that needed to be replaced building the sidewalk and drive pads it came out to a $110,000.

Councilor Corran said I will just use that number and put it in my brain as what one block of sidewalk costs. It may or may not be accurate going forward, but I like to have a number. My next question is for Natalie. I recently learned that when affordable housing projects are on the books they have the waiver of the impact fees on those projects, and I sort of came to realize that means that someone has to pay for those things like utilities hookups and perhaps park related impact fees and other

things. Do those get added into the project and would those be part of these projects in this request?

Natalie Green said the way the program currently works, Affordable Housing is eligible for an Impact Waiver. We consult with the fee affected departments and then make them whole. So it comes from our budget and then we would pay for either Parks or Public Safety Impact fees. Because utilities is an enterprise that will always get paid by some source of funding. We are looking to retool that program and ask for out and out waivers, but we also recognize that has an impact to departments who rely on that to pit funds for revenue or the public safety they're realizing on those impact fees for programming.

Councilor Corran asked so that's not part of these?

Natalie Green said correct, we have not included impact fee waivers in the budgeted amounts.

Councilor Graham said Chief Story just two quick questions for you. In regards to the Park Ranger Program, would deployment of those personnel be based on a floating hot spot kind of model?

Chief Jeremy Story said obviously there is a lot that is still in development but that is my idea is that we concentrate the Rangers in the areas that need them the most. That would be based on kind of a rolling hotspot map or issues that come up. During the day they would go to different parks spend some time, but they may go back to a park if an issue develops.

Councilor Graham said I think I've asked you this before, but I don't know if I've said it out on the record. Would these personnel be available for our multiuse trails? I'm never quite sure where our multiuse trails are classified but is that a possibility?

Chief Jeremy Story said I'm not opposed to that. I think Parks and Rec, I don't want to speak for them, but I don't think they would be opposed either. If the program grows and if it's successful it would be easier to incorporate more parks and more areas. The downtown plaza is technically considered a park so they can also be used for certain events or times downtown.

Councilor Graham said that's interesting I didn't realize that. Then finally I guess I'm still on the multiuse trail frame of mind. The non-sworn employees do they have basic first aid training?

Chief Jeremy Story said we probably haven't done the best job historically but in recent times all of our Animal Control, Codes and PSA's do a full first aid and they also do trauma care training and that would include the Park Rangers.

Councilor Flores asked do you have any idea about what the rent will be at the Peachtree Canyon and at Amador Crossing? What would be the affordability indicators for who and for what population?

Natalie Green said well so for Peachtree Canyon we have the ability to go up to 80 percent of area median income. Given the level of funding sources the rents would be based on whether they're a one bedroom, two bedroom or three bedroom but they are typically below fair market value. I don't have those numbers off the top of my head, but I can send that chart. A one bedroom sits at about $750.

Councilor Flores said $750 for a one bedroom.

Natalie Green said it's around there but the market rate for one bedroom is typically $1200 so that's why we're well below that market. All Affordable Housing Projects have an affordability restrictions so they will stay affordable for anywhere to 30 or 40 years. So those rents will be restricted for that period of time.

Councilor Bencomo said I just want to thank you Mayor and the staff for putting together this community livability presentation. It's both really powerful and telling kind of exposing the tremendous needs that we have at the City. Which is why I guess I'm not surprised at the last addition to the presentation. Which I'm sure I wasn't surprised I didn't hear a general gasp in the audience, though I think I'm sure that it's coming. I think it's a really important conversation for us to continue to have given the needs that were discussed here and given that the Telshor Fund is not a fund that has a consistent revenue stream. Once that is gone, that will be gone. I think we all just need to deeply understand what that means. So just so that I'm clear, every presentation here was for a request to come out of the Telshor Fund, correct?

Barbara Bencomo said no there were some items that we spoke about here that were actually budgeted out of the General Fund. The Legal Programs for example and the police Real Time Crime Center techs, those new tech positions are budgeted out of the General Fund as well so there's kind of a mixture.

Councilor Bencomo said I did want to make sure that we were being clear on that and obviously the cannabis for the MRA's. For Municipal Court then the PD was we said the Public Defender was a re-classification so that's covered there. Then the Case Manager was a re-classification, correct?

Barbara Bencomo said correct.

Councilor Bencomo said so those are covered. Then the request for the ankle monitors would that be a brand new request?

Barbara Bencomo said that is a brand new request and that is budgeted out of the General Fund.

Councilor Bencomo said then obviously you know I think we want to bring Judge Filosa back for a fuller presentation on Municipal Court and their needs and just wondering if they know about this request and if they're sort of setup to handle a program for right now?

Barbara Bencomo said so we reached out to the Judge and staff over at Muni Court,

and they provided us with the particulars and the estimate for the funding required to support that program.

Councilor Bencomo said I talked about this during my comments a while ago about at the State level many of the court fees are going away this July. Did that come up in your conversation with the Judge and how are we planning for that?

Barbara Bencomo said it has not come up in the conversation. So that I don't have any information about that I'm not sure if City Manager or Legal has any information about that. But I have not had that conversation.

Councilor Bencomo said that's ok it's not for today. I just wanted to put it back on everybody's radar so that some of those fees are going away and we'll either have to supplement or by adoption, adopt them ourselves. I'm generally not in favor of that and making it a debtors court. But I think that is an important consideration for Municipal Court and their budget. I guess for Public Works on the sidewalk gaps you know we just finished the CIP presentation where we talked about the potential $350,000 that is coming from the State Legislature this year. I know it was about $600,000 plus you mentioned was the need for that David. But I'm wondering if that it's a pretty good chunk, right to get us started. I'm wondering if that could be something we could consider.

David Sedillo said I would only state that monies coming into the Active Transportation bucket also include other installations that may or may not have a funding source and therefore that's why we made the request.

Councilor Bencomo said on Parks and Rec I really appreciated your presentation on the three parks on the three legacy parks. I think, I may get some emails on this on my brand new constituents, Pioneer Park is the newest park in District 4. I know there is a ton of advocacy that goes on for Pioneer Park and it's a beloved park it's a beautiful park. I definitely support the investments in infrastructure there, however just a tiny little asterisks. I think parks like Apodaca Park and Young Park are parks that are highly utilized by a lot of families, and I loved how you started this about the great equalizers and who uses parks and who they should be for, right. I guess I would ask us to honestly prioritize Apodaca and Young Park as we talk about these major renovations and the need and who the needs will impact the most. Not because I don't like Pioneer Park and I don't see the need for it, but I just see a much, much greater need for both of those parks. I'm wondering if you're asking us for guidance on prioritization on it. I know the cost for both of those parks is quite tremendous so I'm just wondering if you could speak a little more about the prioritizing of those parks.

Steven Bingham said I agree with you that Young Park has a greater need but the target where we were trying to come in financially and where we felt like we could get support, we felt if we prioritized Young Park we could only do one park. The other reason is, is because Pioneer has a lot of money $860,000 in a grant and as we looked. There's three parks that we have Master Plans that we've gotten budgeting number on them, and they come out to about $400,000 to 460,000 an acre to do a whole renovation of a park. I checked out in the industry and that number is

something that the other Directors that I talked to are seeing. So it was important for us to hit parks where there were grants so we could get a greater impact on that park. Because we didn't feel that it was a viable thing to put $460,000 per acre into these older parks. The other thing is the reason we chose Pioneer is we thought we could go in there with a little less money and put more toward Apodaca, it didn't quite work out that way as the numbers came in pretty similar. But we also felt like Pioneer with it being the oldest park historic park, a park built in the 1800's at the push of the women's organization who saw a need for it, and we felt like with it being such a historic park there was a need for that park to be the class of the system. So I would be fully supportive and on board in moving over to Young Park. I think Young Park will take a little bit longer for planning. We're further along in the planning stages with Pioneer than Young so I agree with your sentiment it's needed more and that's why we actually had plans to bring Young back this following year.

Councilor Bencomo said thank you and then here is my additional consideration as you were talking and talking about park rangers and we're talking about potentially about parks that see a greater threat to safety. I mean I don't want to go out on a limb but because I don't know for sure but maybe Chief can help us determine which of these parks perhaps sees more of that. I imagine that Young Park is one of those parks at the top of the list. I don't want us to say we're only going to invest in enforcement in Young Park but we're not going to invest in the needs of Young Park in terms of infrastructure that is equally important for Public Safety, for usability and those kinds of things. For me those are a really important balance to keep in mind as we're talking about how we look at Public Safety and how we invest in it. I think even if it takes some phases to get to the needs for Young Park as you're coming to us for requests, that is at least my preference. My preference is that we focus on the two parks that serve the most people and have the highest needs. I love your sentiment about Pioneer Park again I love that park, love that community. I just see the needs being much, much greater for these two other parks.

Steven Bingham said you're accurate the need for Young is much greater, yes if I may add a couple things. Parks and Recreation Industry has been late to the table on research and putting things out there. But Parks not only serve to be the great equalizer, but research is showing that they're one of the best things for reducing mental health challenges and one of the things for reducing crime. If you have safe parks, you have safe neighborhoods. But if you have dangerous parks it bleeds over into your neighborhoods.

Councilor Bencomo said I have a lot of questions just about surveillance technology and how we best reduce the potential harms of surveillance technologies on communities like racial profiling and those kind of things. I believe that can be done through policy but I'm wondering if there was going to be in the future a specific work session on Real Time Crime Center and how that's going to work, and the community can ask questions and be involved.

Chief Jeremy Story said I don't have an answer for the work session but on the town hall this Thursday one of the things we're going to talk about the Real Time Crime Center and some of those concerns. But just quickly want to address, obviously there

is a balance to it and so some of the things we do to insure that the balance is kept in order is one limiting access to those that need it, two is auditing procedures so that we're making sure that we're monitoring that the data that is being retrieved for the proper purposes. That everything has an audit trail these days which is good for us, proper policy. So there is a lot of good mechanisms in place or will be in place to help make sure that stays in balance.

Councilor Bencomo said I think one of my biggest in just some of my research around these kinds of tools is around data collection are some of the biggest questions I have. Like how long we keep data for. When we share it with other entities like the data sharing agreement. You know I particularly have concerns with just sharing data with entities like ICE for example. I have a ton of questions around that. I don't want to come to the town hall and take up time myself from the community members. I guess my request would be that we do have a work session.

Chief Jeremy Story said let me just mention data retention was the one that I missed. Retention periods have to be balanced so that we are able to solve crimes and hold people accountable for victims. But also not keep data longer where it becomes a concern. The retention rates that we have set now are thirty days for license plate readers. Which I think is a very reasonable amount and 7 days will be for all video. So a week is what we plan on setting it at, which is not a lot of time, it means people have to move fast if there's a crime. But it also helps assuage those fears that we're keeping data for a long time, or we can go back and put something together we shouldn't.

Councilor Bencomo said ok thank you Chief maybe what I'll do to is email you some questions. But again I think it's very important that the community understand all these, and I am glad you are having a town hall. On the MRA Chris this is for you. I think it's really important that we start talking about future planning for the MRA's. I always like telling people this, can you remind us how many MRA's Albuquerque has right now?

Chris Faivre said I believe they have about 21. So they have a whole office for Metropolitan Redevelopment. It is very much a part of how they move their Economic Development Strategy forward in the City of Albuquerque.

Councilor Bencomo said I love that, and I think for me again when we talk about Public Safety and Community Safety revitalization of areas that have long been neglected has been such an important part of that. So Albuquerque is setup when July 1 hits this year that all of those 20 areas will begin collecting their own revenues correct?

Chris Faivre said so if you're referring to the change in the State Statute yes. I believe beginning July 1st, you can start your baseline collections. So in order to implement the potential tax increment you need to do a twelve month collection to see what that baseline is. It is very similar to what we did with the Downtown TIDD. So that baseline as you saw in the data that I provided to you on the TIDD today, anything above that up to 75 percent of those revenues go back into the MRA, 25 percent back into the

General Fund. So yeah we will be starting at a minimum our collection on the two new MRA's that where established and then anything additional Council wants to look at.

Councilor Bencomo said that's great, and I'm really excited about that, and I think it's so important for us for future planning of future MRA designations. I think there was like 10, 12 Chris from the report?

Chris Faivre said the designation report actually identified 6 areas. So we had the El Paseo, South Solano, West Picacho, there was also an East Solano to Telshor area. There was the Apodaca Blueprint Area and then probably the two other areas that were high need were the Amador Proximo area just west of here down towards Valley and then of course the original Mesquite Town Center area. Those were the ones identified and so we pick the first two to move forward with.

Councilor Bencomo said Chris can you re-circulate that report amongst Council because there's obviously new Council members that I think it would be really good to see that. I would love for us to see City Manager and Mayor for us to move forward with, just even if we don't have to go out to RFP's for new MRA's but just establishing them that way we start the baseline collections, so we are prepared for the future. I think that's really, really smart. Thank you for bringing that forward.

Chris Faivre said that could be done by Resolution, we could bring that back referencing the designation report and just have Council designate those remaining areas as an MRA. Just so we can start that baseline collection and then plan future planning initiatives in those areas as time and finances permit.

Councilor Bencomo said I think if we establish those other 4 that would be great and then in that conversation we could determine which of those are priorities. Which of those we want to do 3rd, 4th and 5th etc. So we're not tackling them all at once. Actually just on the GRT this might be for you or for Leeann. Can you talk a little bit more specifically about what it is right now, the percentage the height of it. Those are what it is right now?

Chris Faivre said correct this is, I worked with Dr. Torres the City's Economist to put together some current GRT collections from around the State. This kind of just shows you as things stand today where the GRT rests. You can see some cities above, where we are currently and couple of cities below because. Obviously this isn't all of them, there are some regional ones. Then of course the larger cities in New Mexico.

Councilor Bencomo said I wish I had this slide at my community meeting a couple of weeks ago because someone was adamant that we had the highest in the State and I was I don't think so ma'am and now there's the data. Can you just talk about then Council authority a little bit more and then what we would need to go out for referendum for the community to vote on?

Chris Faivre said certainly so Council via ordinance has the authority to increase the GRT. That would generate approximately $9,000,000 per year. The out to referendum option would generate potentially another $11,000,000 on top of that. That's where

you're looking at your $20,000,000 a year generated through those two options.

Councilor Bencomo said I think part of what you said on the slide was about bold options and bold can sometimes be scary. I think we're in a time coming out of Covid that inflation is high. I think there's important considerations to make and to have conversations with the public around just how expensive everything is right now. Those things are true but they're also then true for the City, right. It's much more expensive to fix a sidewalk. It's much more expensive to fix a park now as well so I think those are all important conversations we need to be having with our constituents. For this conversation to move forward I think it's really important to do town halls and community outreach meetings. Is that something that staff has talked about? Or is that something that you all need guidance on today?

Chris Faivre said probably a little bit of both so City Manager's Office has discussed bringing this back to Council in the form of a work session specifically on this topic in early June. There is a timeline that we would need to adhere to if we're going to get this on the ballot in November. Which means we have to have a consensus by early August. So working backwards from that timeline early June to bring this back for further discussion and then if Council wants to add additional public comment opportunities. We could certainly look to accommodate that, during that timeframe as well.

Councilor Bencomo asked this might be coming out of left field, but do you have data on property taxes?

Chris Faivre said I don't have a lot of detail on that, I'm sure Leeann can. I do know there is an option via ordinance that the Council can act to increase property taxes under their taxing authority. I believe that number is somewhere in the neighborhood of $6,000,000. But I know Leeann could probably provide more details on that.

Councilor Bencomo asked property taxes that differs from GRT is the split with the County correct?

Chris Faivre said that is correct. I believe that would be our portion.

Councilor Bencomo said I see. I guess if we do a work session on the GRT I would love to understand all of our options on the table and what that could mean. So if we go to referendum and let's say the voters approve it. Then that's the max that could never be increased again unless it goes back to a referendum or how does that work?

Chris Faivre said I believe that will cap out our taxing authority at the local level if we go out to referendum for the full amount unless there were some changes at the State level.

Councilor Bencomo said which I think is an important consideration for sure.

Councilor Mattiace said Steve could I ask you some questions? Going through the PowerPoint if maybe you could tell me the revenue for the parks? I've only been

around for 4 months, and my memory only goes back 17 years ago. Is that developers fees for parks?

Steven Bingham said Councilor Mattiace are you referring to park impact fees?

Councilor Mattiace said yes.

Steven Bingham said currently the park impact fee is $2600 per unit. We are currently doing a study, the park impact fees have not been raised it's my understanding for a decade.

Councilor Mattiace asked ok then in your PowerPoint you mentioned about a strategy for deferred maintenance, why was that done? Was that the lack of impact fees, lack in leadership, lack in all?

Steven Bingham said impact fees can only be used to maintain the same level of service as the community grows. So if your current level of service is 3.79 acres of parks you can't use park impact fees to increase your level of service. It has to remain the same for that vehicle. There are other vehicles, but that vehicle can't increase it. Your next question is why our parks got the challenges they are. I think historically our parks people have worked very hard with the work they have done. But as I look at it our funding is lower than the greater portion of, people we're in the lower quartile of funding in parks when you look at the funding per resident.

Councilor Mattiace said you mentioned about pivoting from the deferred maintenance strategy. Can I get the particulars on the pivoting?

Steven Bingham said I think I've made a bold request. I've been told it's a bold request, something that I think is more than the Council historically have received and I put forward a request to try and really attack these issues in our parks where there's deferred maintenance and let's restore our parks, let's try to make them look like they're new, inviting etc. and that's the pivot.

Councilor Mattiace said I think you made a very good point in the last four or five years with the crime increases. I know Chief Story and the previous Chiefs and all the crime that's in the parks particularly Apodaca Park and others. If the park are not safe, if they don't have rangers, if they don't look good, some neighborhoods with abandoned buildings. If you have that type of look you're going to attract or have increases in crime and thank you of that statement.

Ikani Taumoepeau, City Manager said Councilor Mattiace I just wanted to share a thought, you had questioning what's happening from prior times of deferred maintenance happening at parks and rec. What I know from the short time that I have been here is our Parks and Rec previously they have been challenged with a very tight budget which they haven't been funded with, that's what it comes down to. They have done the best that they could but given the resources and funding resources. I just wanted to share as constituents will ask you what has happened in the past when you were previously Mayor as well. That's why we shared the option to have that bold

challenge of additional revenues at this time which was not done prior because with additional funds there's potential to hit some of the goals that you and Council may have for parks. I just wanted to make that comment.

Councilor Flores asked could either of you explain for purposes of educating everybody especially our public, as to how the Telshor Fund works? Because it was reported that there's $30,000,000+, the corpus is that amount. Could you please explain what the corpus is, how it has to be protected and the limitations on using the corpus?

Barbara Bencomo said so the Telshor Fund corpus that we spoke about earlier. Essentially represents the funds that we received from the prepaid lease. That is the body of funds that we received that we could then invest. Those long-term investments that we have made have yielded a higher market value overall for that investment for the Telshor Fund. That's why when we talk about what's currently in the Fund we talk about the market value being $42.9 million currently. We started with the $30 million. Actually we started with $26 million in 2004 and received the additional funds more recently. But in total we received $30 million to invest and to utilize. Previously the Council has adopted Resolutions to identify a certain amount of money to be spent for the Health Related Public Services Programs that was $600,000 a year. That actually I believe started out at something $300,000 and it was intended to be a portion of the appreciation of the fund every year so we could retain the corpus of the funds but spend some of the investment increase on programming. So that is one particular Resolution for recurring funds from the Telshor Fund. Obviously the other things you see is approved from the Telshor Fund always come to Council for consideration. Council has the control of what is earmarked to be spent from the fund within the required usage that you have also previously designated by Resolution as well. That is something that the restriction of the fund is set by Council through Resolution and then effectively as you have designated funds to be spent they come to you by Resolution and that is what I'm showing here with previous proposals as an example of what's been previously approved by Council from the fund.

Councilor Flores asked the funds that are distributed to different organizations are the limitations on the kind of organization it is? Does it have to be a 501(c)(3) and that sort of stuff?

Barbara Bencomo said so with respect to the Health Related Public Services actually I am going to ask Natalie come up and speak a little bit about that. Because there are requirements and of course there is a committee that makes recommendations to Council about what to spend the money on and who to receive those funds.

Natalie Green said so the main three eligibility criteria for a nonprofit providing services under Health Related Public Services is that they need to provide direct services to the sick and indigent that meet the definition of continued physical, mental, developmental, emotional and social wellbeing. In addition to that they do need to be a registered 501(c)(3) and providing services within the City limits and they need to have a basic level of internal controls to demonstrate that they are providing those

direct services that they have you know a functioning accounting system, audited financial statements or an audit. Again in order to provide that transparency back to Council and the citizens that we're spending their money wisely. The biggest thing again is direct services, demonstrated direct services to the sick and indigent or low income.

Councilor Flores asked can you explain again why we keep the corpus? Why we don't pierce as accountants say the corpus?

Barbara Bencomo said this is certainly at the Council's discretion, but Mayor Pro Tem mentioned earlier that there is no more revenue stream for the Telshor Funds. We received this as the prepaid 40 year lease payment for Memorial Medical Center. We don't receive funds on a regular basis or annual basis, it was a one-time prepaid lease and then with a later addition of the escrow funds that came forward. So there's not a regular revenue stream into the Telshor Fund. So with that I know that previous Councils have been very cognizant of maintaining the corpus of the Fund because again we don't have something to replenish that Fund. I think Mayor Pro Tem said earlier when that fund is gone there's nothing to replace it. So that's why there's been quite a bit of thought with respect to the types of expenditures and the amounts of expenditures that have previously come forward and been contemplated by the Council.

Councilor Flores said the Fund is growing, there's not automatic but there is an investment growing in the corpus.

Barbara Bencomo said so we have been very fortunate in our investments and again I mentioned that the Telshor Funds are designated as long-term investments. That is the only fund we have with that designation that allow us to invest through the State Investment Council. We have had good years for investing. We have had very lean years for investing just like you might have with your personal investment as well. But overall over 20 years the investments have done well and previously as I mentioned we had been spending fairly small amounts from the Telshor Fund limited to that $300k distribution up to most recently $600k and now we've seen some larger projects be funded out of the Telshor Fund.

Councilor Mattiace said I can remember in 2004 we had a Councilor Wesley Strain he required that most of those funds, use a majority vote. Is that still in place or has that been changed?

Barbara Bencomo said the use of the Funds still requires a majority vote here in Council. To approve those expenditures. We would typically bring them to you during the budget development process. However there are times during the year we have brought forward proposals for the use of the funds, but it always comes to Council and always requires a majority vote.

Councilor Corran said so just to this bigger question, which is you're asking us to spend the Telshor Fund on the, not you personally collectively. What this means is we are facing deferred maintenance that has caught up to us and a number of other

things we haven't funded this is asking us to consider those projects as using the Telshor Fund to fund those projects. Which would result in a lower corpus that exists in the State Investment Council. Which has its own I think, I would argue we should have a different investment strategy for it in any case. But that's not what we're talking about here. But I think one of the things I would ask is I think this is coming to us because we're open to this and we understand we're at a point where Public Health and Safety are fundamentally important, and we should fund them. What I would ask is if we did head in this direction those organization that have come to rely on the funds that we have been disbursing. I know that then that would also be eating into the corpus. I'm acknowledging that historically that has been the investment profits that we used to fund that. I think that we should at a minimum if we consider using the Telshor Fund the corpus of the Telshor Fund for some of these projects I would ask that we also consider a sustainability plan for those organizations that we've been funding for a long time through the Telshor Fund with the investment revenue those $600,000. I think that we have been putting the cannabis revenue into the Telshor Fund? No, then in a separate fund we consider that as one place. I would just ask that we consider holding harmless in the speak of how we spend money that process and not say if we're doing this then that will end. I guess would be my ask if we're considering tapping into the corpus that our ongoing investment in Health and Public Services Organizations either have a plan to phase out or a different approach to those things being funded in a different way or figuring out a different way to fund that. I would as that we hold that harmless in this conversation for at least several years to figure out a way to keep funding it, so that is just my ask as we consider this which would be a different approach from what we've done in the past.

Mayor Enriquez said I guess a lot of questions, a lot of things to digest. I would say definitely what I'm in favor of is that we spend the Telshor Fund to get caught up with a lot of things that have been neglected as our parks. Definitely in favor of the Municipal Courts and that's already been pretty much budgeted. The Real Time Crime Center and all is I feel, I've seen it in another municipality it's going on ten years already that it's been in existence. I think we're just behind and we need to get caught up with a lot of things, so we need to spend some money for our Public Safety and for the greater good of all our community. Chris the funding sources that we have you've already mentioned. The ARPA was a onetime funding source correct?

Chris Faivre said Mayor that is correct yes.

Mayor Enriquez said our bond is every four years.

Chris Faivre said correct.

Mayor Enriquez said grants is really left up to chance.

Chris Faivre said yes I mean outside of Capital Outlay it's up to the departments to work with the Grants Department to identify those funding options for those specific projects, correct.

Mayor Enriquez said our impact fees, TIDD all of those are really limited and you

know for certain projects, only for limited use and the TIDD in just certain areas, correct?

Chris Faivre said that is correct the TIDD is limited in project type and within the geographic bounds of the TIDD.

Mayor Enriquez said you mentioned the Legislative Funding when we ask, or we request. You wrote it down as near the mile, how did you reference it?

Chris Faivre said I referred to it as funding the last mile. They like to come in and get us across the finish line.

Mayor Enriquez said I usually write when I've heard from Legislators is they want to see projects that are almost 80 percent complete is what they're looking for when we go and request. I feel that because of timing and because certain items that are on the list for this Community Livability there are some projects that we can carve a little bit more so that we make sure we spend responsibly, and we carve out some of those things. Like anything that's GAP funded is to me something that we move forward with it, and then we go and ask Legislators for funding then we're at 80 percent or the last mile. The other thing is the timing of the parks. If we're looking at doing Apodaca and Young Park if we say we're going to put funds there which I'm all for, I think it's a great thing. Steve thank you, but what kind of timeframe are we looking at? We can't have both parks being worked on at the same time, can we? I mean I'll ask Steve what his are thoughts are on the timeframe.

Steven Bingham said I believe you could have both parks being worked on at the same time. I don't believe we could move quick enough to do Young Park in the next budget. I think the planning that need to occur there precludes it from being done in this coming budget. But logistically doing both at the same time I don't see a problem with that.

Mayor Enriquez said ok, the other one is Pioneer that already has $800,000 in grant money?

Steven Bingham said yes $860,000 in grant money that has been put forth for the Gazebo and there's already a Masterplan on that and so the type of things we need to do there are things that the planning lead time is less. So we can move more quickly.

Mayor Enriquez said yeah and so with that it could also be another one that 80 percent or the last mile that maybe could be an ask at the Legislative Funding at least looking at one of those projects that are almost complete and that would help.

Barbara Bencomo said Mayor I wanted to add that for the last two years we've actually focused on what we called finish line projects and requesting those to the State Legislature in fact Fire Station 9 was on the list for this year as well because we just had a little bit more that was needed. But unfortunately we only got a $100,000 from the State towards that last bit. But that just points out with respect to that funding source we can be targeted, we can be strategic, we can try to understand the

priorities of the Legislators, but it certainly doesn't guarantee the receipt of that funding either. Also I wanted to mention with respect to the Bond cycling for GO Bonds it's every four years but for the rest of our Bond cycling it's every three years.

Councilor Bencomo said I just had one more thought around other funding options. This is really for anybody. But Barbara probably you might know more and Leeann perhaps around any of the recent Legislature given that we have all of this historic revenues. I know that there was certain funding pots through the Legislative Session some on like homelessness initiatives. I'm wondering if what are the options that we can tap into at the State level that can also help fund some of these projects? Like I think this homeless initiative is my understanding is very broad so could we tap into it to help support Project LIGHT for example or to help support increase Mesilla Valley Community of Hope Outreach? I know there is a ton of money that was set aside for Law Enforcement. Is that something we can tap into to then help fill whatever they're spending is for the Real Time Crime Center? Are those like some of the strategies that we're going to be looking at employing here as well?

Barbara Bencomo said you're absolutely right and with respect to the funding that is available at the State we have seen it go into different pots as you're saying. The Governor has different initiatives for certain things, Affordable Housing for example, and Public Safety etc. So that is part of what we need to strategize on with respect to the funding needs we have and then the funds that are available out there. That's part of what our lobbyist help us to do both at the State and Federal level to look at what our needs are and what the potential funding sources are, along with the timing of those funding sources. So you're absolutely right that will not end with any new funding that we get here. I think in Natalie's presentation she noted that even for some of her projects she's still applying for other funding sources for some of the Affordable Housing Projects, we're always going to continue to do that. Whether is grants at the State level or Federal Level as well. The State has become a little bit more complex with the different funding buckets that they have and the different processes for obtaining those funds. We've done that for years and will just expand that effort as well and continue it.

Councilor Bencomo said let's say we spent $1 million we pay for that out of Telshor and then we know there's money at the State level for those kinds of projects. Are we able to sort of ask for that to reimburse ourselves?

Barbara Bencomo said typically not. I will say that's typically not the case the funds that we get that they can be used to reimburse us for funds we've already spent. We only have that situation when there's very specific times. For example, with the Taxable Bond we just issued for Affordable Housing we can reimburse ourselves for that for example. But it's typically not been with the funds from the State.

Councilor Bencomo said I guess I would rather make sure we expend all of those options and make sure that there isn't money already out there that we can be utilizing, instead of going this route. But if not I think it's, we talk about this all the time about the giant permanent funds that the State has that gets tapped into rarely. I mean for like a decade advocates fought to get one percent of that to go to childhood

education right. Those are these battles, and I don't want us to get stuck in the same cycle with our Telshor Fund that we tap this giant portion of money but then were not using it when we need it the most. So it's definitely a tricky balance but I think an important one we have to talk about, and I think that's what we're doing here today. The last thing I was going to say in terms of different pots of money. I recently saw an article on the Department of the Interior also having a pot of money for parks and park improvements and those kinds of things. I don't know if that's old or that is still an option for us as well.

Barbara Bencomo said I don't know that certain funding source. But typically from the Federal resources for Parks they've been at State Parks designated parks not typically City Parks. But we will have to look at that. I think that as you mentioned, it's tough to try to balance all the different funding sources and but that's what we need to do is just have that strategy. At the State level I was just reading this morning and I passed on an article to our Finance Team that there's some discussion at what level of reserves the State should hold and potentially reducing that because they have set aside so many different pots of money for so many different things, besides the main rainy day fund, if you will. So looking at it in its totality really begs the question about whether they should be requiring that higher level of reserve that they have that could potentially free up more funds as well for the local governments projects. So you know lots of things in the works and certainly because of the request that we received we wanted to be thoughtful and bring this forward to you all today our next step is to bring the budget forward for adoption May 20th. So that's why we're looking for guidance as whether or not we should bring this entire proposal forward on May 20th as we work our way towards adoption of the FY2025 Budget.

Councilor Flores asked would you please share with us how much money is in the permanent fund?

Barbara Bencomo asked at the State level?

Councilor Flores said it's ticking as we speak. It's billions.

Barbara Bencomo said I will have to send that to you. I don't have that on, $50 billion. I don't have that or the exact number.

Councilor Flores said it's like $50 billion.

Mayor Enriquez said so I guess finalizing what I wanted to share was on the MRA using the cannabis excise tax, I definitely support that we need to kick those off and get those going. Then start looking at the future and identifying other places. I guess the questions moving forward in how to continue I think really the GRT looking at those taxes and see what the community having town hall meetings and just public input. No different then what we do with the GO Bond meetings and things. It would be good to see what direction. I'm not in favor of the property taxes because I feel that just stays here. The GRT we have the Sports Complex now coming up we have different sporting events, we can have tourism, we can have events and we can get that shared with tourism in different visitors that come to our community to help us replenish the funds that we spend. But that is something to look at and more

discussion on that. Definitely we have to do something since our funding sources are limited and how we can continue especially when we get the Capital Improvement Projects off the ground and building a safer and better community. Giving direction I would say I'm looking at yes we do spend the Telshor Fund. I'm looking at my colleagues to see if that's some direction we're looking at moving forward in that direction. Maybe carving out some of the items and seeing what can be funded in other ways but definitely taking a step forward and different than what Steve said with the parks is making a bold statement and we need to spend some to get a better quality of our community livability as it's documented.

Councilor Bencomo said thank you Barbara I think that's a good point if you're asking for feedback right now or guidance on how we should move forward with this. It's always interesting when you're there ready to say yes or no, it's a little bit scarier than just talking about it every other time. When the price tag is right in front of you it's a little bit different. I would argue though that I think given that there are potentials for other funding sources for some of these. But I do believe that there are a couple to me feel like key critical things that we can do right now. To me that is Park improvements especially Young and Apodoca Park for me feels really critical. The Real Time Crime Center and Amador Crossings. To me those are the kinds of things that I feel like people would see an immediate, like what would our constituency as immediate change, as an immediate investment, and I think those are definitely some of the pieces that I think for me feel the most critical. If we say we only have a couple weeks to decide before the May budget session and the rest can certainly we can take our time to decide on how we want to move forward with those and try to find potentially funding sources for others. That's at least where I'm at right now.

Councilor Corran said I'm going to strongly ask that we consider the Peachtree Canyon Housing Developments as well as part of our commitment to that and I think that's a place that we can really leverage a ton of money in a public/private partnership that is really important, and I don't want them to get lost off the list.

Barbara Bencomo said I believe that those two were already adopted by Resolution by the Council, so the commitment has been made for those two projects.

Beth Bardwell, League of Women Voters of Southern New Mexico said we respectfully ask the City Council to make an incremental precedent setting investment of General Funds in the Affordable Housing Trust Fund. The City supports construction of Affordable Housing through Telshor funds, more recently through GO Bonds. But has never dedicated a portion of the City's General Funds and the Affordable Housing Trust Fund. The Trust Fund is a proactive tool to increase Affordable Housing the City Council created back in 2010. The Trust Fund is like a bank account from which money could be used for various onetime Affordable Housing needs. Trust Fund dollars are needed to help Affordable Housing Developers offset the costs of City assessed Impact Fees for City Water, Wastewater, Parks and other City infrastructure. It could be used to pay for onetime cost for necessary reports and other work products to help developers keep the Affordable Housing Projects moving expeditiously through the development pipeline. It could be used to pay for Specialized Grant Writers to secure significant public and private dollars to support

locally driven strategies to plan and provide for more housing like a HUD Choice Neighborhood Planning Grant. There's widespread support for the City to increase Affordable Housing as evidenced by 65 percent of voters who supported the City issuing the 2022 GO Bond for Affordable Housing. We ask the City to leverage the Telshor and GO Bond Funding Investments in Affordable Housing by making a precedent setting investment of General Funds in the Trust Fund as well. Thank you.

Yoli Diaz, Member of the Public said on about June 2022 I provided the City a request to use Telshor Funds and Cannabis Tax especially since many people say that Cannabis is medicine towards a Health Care Fund. I understand there are many needs believe me I understand. Prior to the lease of the Hospital there were no issues in accessing Health Care at MMC that I'm aware of. As a non-profit or government hospital my understanding is that they are required to provide charity care that is a tradeoff for not paying taxes. Now I understand MMC was losing millions after MountainView opened and the result was the City and County voting to lease the Hospital. I would like to add that I am concerned for the residents of Doña Ana County who have had denials and delays to needed hospital care at Memorial Medical Center. This is nothing new because I've been officially advocating for residents and had a joint meetings with both City and County leaders Mayor Miyagishima and County Manager Macias since October of 2021. When I checked my recollection of October 2021 there was $46 million in the Telshor Fund through today April 22, 2024, there has been no solution. It is unknown how many residents have had issues, but I will say whether it is 5, 10, 100 or 1,000 more per year 1 is one too many. The Telshor Fund was derived from the receipts of a prepaid lease of Memorial Medical Center, the lease involved an asset purchase which basically means that MMC folks own visible items that at a minimum the City of Las Cruces still owns the land for whatever reason there is a quit claim deed on file at Doña Ana County. It's on a 40 year lease and a little more than 21 years to go. The original intention to use the appreciation of the Fund was to fund programs but to not touch the corpus thus it would have allowed the Fund to exist in perpetuity. I am disappointed that you're considering extinguishing this Fund from what I heard earlier, this very important Fund. I'm disappointed that access to needed Health Care does not seem to be a priority. Thank you.

Donna Stryker, Member of the Public said I just want some clarification on something I just heard. Did I hear that a Resolution had already been passed to provide the funding for two projects Amador Crossing or Three Sisters, which one? I just want to try an understand before I say something.

Barbara Bencomo said it was Peachtree Canyon.

Donna Stryker said I have one thing I'd like to say. I've been to meetings on Amador Crossing and they want $10 million for the project total a little less than $6 million is coming from Capital Outlay, $4 million from Telshor Fund. I was in the construction and lending industry for many, many years. In the industry for 49 years, 25 of it was construction lending $10 million dollars for 50 units is over $200,000 a unit. I would like to know where that number came from. I have no problem with Low to Moderate Income Housing, what I have a problem with is a $10 million project where I have seen no numbers. You don't have numbers because there's no RFP and you can't

issue the RFP because you don't have plans and specs. So I would like to see the plans and specs and I like to know where $10 million for 50 units. It's a beautiful project, I saw the renderings it's beautiful, it's brilliant. I loved what I saw but I do not support $10 million for 50 units, it's not acceptable. I need to understand the numbers and I think you guys should like to understand the numbers as well. Thank you.

Jennifer Kreie, Member of the Branigan Library Board said so I'm not here for the Telshor Fund, but I am here for livability, quality of life. I started my day playing tennis at Lions Park thank you very much. Parks are so important, but the Library is on the frontline over 50,000 people have library cards. You want a bang for your buck you've got to enable the Library to expand and just reach out to more citizens. I can't think of anything as much as I like Lions, I think Apodaca has so much potential, but you've got to support the Library. So I don't know where that funding comes from because the agenda items are a little obscure, but please support the Library. You have supported them, but they need to grow, they need to expand, it's another case of an old building that's gradually declining. So please support the Library. Thank you.

Denali Wilson, ACLU of New Mexico said I'm here to express some concerns regarding the proposed Real Time Crime Center and its potential impact on Civil Liberties. Unchecked Government surveillance has throughout history encroached on the privacy rights of ordinary citizens and any discussion surrounding the acquisition or utilization of new surveillance technology must explicitly address the potential to erode Civil Liberties. We're seeing that the indiscriminate use of surveillance technology in policing are turning our communities and particularly poor communities and communities of colors into human fish tanks and virtual prisons where residents are treated as perspective criminals and monitored and scrutinized and stigmatized 24/7. These conditions exacerbate the very problems that they're purported to solve by further eroding the trust between law enforcement and the community and by worsening societal inequities by disproportionally targeting people of color, poor people, politically unpopular groups and other historically marginalized groups. We urge the City Council to consider the profound Civil Liberties implications of this proposed Real Time Crime Center, despite the very catchy name and hard to say. It is imperative that any decision regarding surveillance technology prioritizes transparency, community involvement and safeguards against the unjust targeting of marginalized communities. Thank you for your attention.

Jamie Barsodie, Regional Chair of the United States Tennis Association for Southern New Mexico said I am here today to express on behalf of the tennis community strong support for the addition of the three Park Rangers at our Parks. I have played at Lions Park for many years, I've participated and put on both youth events and adult events and I have personally experienced extreme safety conditions for both myself and the youth. So I support the addition and I really appreciate the addition of Security Guards that have been added when we have activities at Lions it has already made a difference in people feeling comfortable coming out and using the park. Thank you very much.

3.3 FISCAL YEAR 2024-2025 BUDGET REVIEW FOR JOINT POWER AGREEMENTS AGENCIES.

Sergeant Gabriel Arenibas, Las Cruces/Doña Ana Metro Narcotics gave an overhead

presentation.

Councilor McClure asked just out of curiosity where does that $600,000 go that you seized, I'm just curious?

Sergeant Gabriel Arenibas said so our Federal partners because we are a task force FBI they take the seizure, and it goes to them, they go through the process.

Mayor Enriquez asked with the DASO vacancies so did you say two or three?

Sergeant Gabriel Arenibas said they have three at this time.

Mayor Enriquez said three vacancies so when they're doing their contributions, their funding is based on what they expend or with that $300,000 plus or is it based on how much they spend?

Sergeant Gabriel Arenibas said no we get it regardless. So what we don't use goes into a funding expense that we can dip into if we have to for other expenses down the road.

Mayor Enriquez said ok so is it just a shortage, understaffed or overall?

Sergeant Gabriel Arenibas said I don't know to be exact, I know they have some promotional things going and then they have to test for the position, and I know from what I understand they will be testing in May. I'm not 100 percent sure on that but as soon as they get the process and get Deputies lined up to come over they'll possibly give me some agents.

Councilor Bencomo said the list on your seizures on the marijuana seizures given that cannabis is now legal obviously I know there's still folks operating outside of that in the black market. Can you talk a little bit more about that? How much time do you think you all are sort of spending addressing that?

Sergeant Gabriel Arenibas said those seizures that are listed for 2023 are majority of it are from two cases where other narcotics were found, and those subjects were charged Federally. Marijuana is still illegal under the Federal Law, so those cases were not charged at the State level.

Councilor Bencomo asked but they're not like random people in Las Cruces necessarily these were two big cases?

Sergeant Gabriel Arenibas said the bigger cases where their selling cocaine, methamphetamine, marijuana they're pretty much open for one stop shop.

Councilor Bencomo said thank you for clarification and then I just had recently somebody recently ask us you know we don't hear anything about Metro Narcotics, did you defund them and like all these things. Can you just talk a little bit about why

you're why your operations aren't you know overtly public?

Sergeant Gabriel Arenibas said well were officers and deputies in the community we work in, and a lot of the guys do undercover operations. Due to that fact a lot of our investigations are continuing and ongoing. A good example is we have an investigation that has been going on for three years. It's an international drug trafficking organization. I don't want to get to far into it but because of the safety of the agents and the safety of the people that work at Metro Narcotics we try to keep low key for those reasons.

Councilor Mattiace said yeah eight and a half years at the New Mexico Border Authority down in Santa Teresa I noticed you're not getting much Federal Funding and most of the fentanyl that's coming across is coming from the open Borders. Why isn't there more participation funding from the Federal Government for your program?

Sergeant Gabriel Arenibas said we do get Federal Funding. We do have a supplemental funding that comes from HIDTA.

Councilor Mattiace said I'm just looking at that $30,000.

Sergeant Gabriel Arenibas said that is particularly for our Operation Safe Streets with the FBI for violent crime. Narcotics is usually connected to violent crimes, so we do get HIDTA supplemental funding. I don't go over that because I believe they present theirs when they come in front of you. But I only present what we get from the local from Las Cruces Police Department and the Sheriff's Office.

Councilor Mattiace asked do you have sufficient funding?

Sergeant Gabriel Arenibas said we do have sufficient funding but that's something I've been monitoring from the people I presented to last year because of the cost of things rising because of the increase in pay. I would anticipate the next three years or so we will have to ask for more money. But I continually monitor that and right now we're good, but I would anticipate in the next 3-5 years it's a possibility that I'll have to present to the board if I'm still here to increase the budget. So we will see when that time comes.

Councilor Mattiace said thank you for your efficiency and your honesty. I have never seen anyone come and not ask for a budget increase every year.

Jennifer Gorham, Interim Executive Director of MVRDA, gave an overhead presentation.

Andrew Wray, MPO Officer gave an overhead presentation.

Councilor Flores said I am somewhat mystified about the and you did mention about the SCRTD we have less of a "match share" I don't understand exactly. But what is it that we are funding with your organization? We had the Roadrunner so do you have

jurisdiction over that, is that it? Is it a jurisdictional thing or what?

Andrew Wray said basically we're here to provide the Federally Mandated Transportation Planning function. So while we work with Mr. Bartholomew in Transit we don't oversee or engage with it in that manner. We provide the Federally Mandated Planning function for Roadrunner.

Councilor Flores said in thinking about this, it seems to me that the statutory requirement for a certain criteria to be reported to the feds it would be accomplished by the information the Mr. Bartholomew has and why is that we're linked up with Texas and with El Paso probably?

Andrew Wray said with regard to Mr. Bartholomew there is a different category of reporting that Mr. Bartholomew has to do versus what the MPO does. Mr. Bartholomew is on the operations side and obviously there's planning activities that go along with that. But there is a different category of regulatory response in Section 5303 that the MPO is specifically tasked with doing that Mr. Bartholomew is not. Specific planning documents such as Metropolitan Transportation Plan which we're working on right now, the Unified Planning Work Program which is the task list that most MPO's are required to work on, on a biannual basis and documents of that nature are the specific purview of the MPO. Mr. Bartholomew and Roadrunner do not work on that.

Councilor Flores said ok so you're an oversight agency.

Andrew Wray said no we're planning. We don't oversee the activities, we just receive the inputs from the member jurisdictions as far as the activities and do the planning and reporting to the Federal Government on the basis of that.

Councilor Flores asked so do you actually submit plans to Mr. Bartholomew or other municipalities?

Andrew Wray said it's rather the reverse. Mr. Bartholomew and member jurisdictions they give their information to the MPO, and we consolidate that into our various planning documents then that's both distributed to the public and also sent to the State and the Federal Government as well.

Councilor Flores asked why wouldn't the FTA have that function? I just don't understand the function of the MPO just because there is the FTA to report to.

Andrew Wray said well it's because again the different categories of work product that Congress has created and versus the distinction of what the operator itself in this case what Roadrunner performs versus the work that the MPO performs. Again MTP, EPWP, the transportation improvement program, etc., those are the activities that the MPO engages in as opposed to the activities that Mr. Bartholomew engages in actually providing the transit service.

Councilor Flores asked so it's a Federally Mandated function?

Andrew Wray said yes they are all Federally Mandated functions the MPO performs yes. I guess just to answer your second question with regard to El Paso. It's because of the travel shed. Most of the traffic from Sunland Park, Anthony, New Mexico. Those go into El Paso, for that reason it's part of the El Paso urban area as opposed to ours. Because most of that traffic does not come to the North. That's why El Paso MPO is in the New Mexico MPO as well.

Councilor Flores asked did you compare that travel data with the SCRTD?

Andrew Wray said we work with the SCRTD and the SCRTD also straddles both States so yes we do, we do.

Patrick Peck, Executive Director of South Central Solid Waste gave an overhead presentation.

Clint Thacker, Director of ASCMV gave an overhead presentation.

Ikani Taumoepeau, City Manager said I would just be remiss if I didn't take this opportunity to share a few things that will tie into this agenda item. Thank you to your staff Leeann, Jacqueline and the Budget Team that's here today. I have come during this time of transition, Ifo was here last year and now he's gone about a month, 3 days and 30 seconds but who's counting, not I. I've been adopted into the family especially the Budget family so there's been a lot of great things that I've learned from them. Thank you to Barbara and Sonya for your direction and your budget guidance. Thank you to HR, Jo and JC to the team running numbers at the last minute when we need them and thank you to all the departments and we have the department heads they're all not here today but I'm sure they're watching. This is how it loops into the JPA's and the discussion. I have asked our Executive Team to squeeze their budgets because weren't balancing our budgets. When it's presented to you there's been late nights, there's been early mornings, staff is coming in for 4-5, trying to make this work. What has been presented is a balanced budget but it's because I've asked them not just once but because we've had some surprises which typically happens during budget, come up and the budget wasn't balancing. So not once but twice we have come within this past month to department heads to squeeze again, and we've asked them to come down 3 percent of their budget. We've asked them to look at critical needs on level twos and level threes. We've asked them to defer if they have anything that wasn't critical and only put the critical on there. So we've went from $30 million requested to about a little under $5 million requests and we've had departments who've had millions of requests coming in for a small percentage of that. I just wanted to share that with you Council because I would be remiss if I didn't share that we are forecasting revenues, flattening as well. We have a forecaster saying it will dip by two percent next year. Again it's just like forecasting the weather we don't know but that's what we're paid to do is be conservative and so we haven't included this from my understanding what you're seeing in the JPA the additional request especially for the Animal Shelter it's not in the budget, we haven't asked them to decrease. That's why I'm commenting, we've asked all the departments to squeeze by 3 percent. We've asked everyone look once, look twice and then come here and present to you. We do

understand Clint's doing a great job, but I just wanted to present to you all that typically what we ask them to come to Council to present it first and then you share your thoughts, and they go back to the board. I believe they went to the board and came to you, but we've asked them to come to you first, present it. Because what we're asking your guidance, what would you like us to do? We've done all that we could to balance the Budget. We know that there's needs in the Animal Shelter but right now it's the same balancing we're trying to do, and we can only balance so much because we need your desires. We need to hear from you. You tell us, but if you tell us to fully fund what some of the JPA's are asking then we're going to have to squeeze somewhere else. We're going to have to balance levers. This is something that happens as you know but I had to share that there's been a lot of work put into this budget. It's a balanced budget right now but there's levers that have to move as I mentioned before. I just wanted to bring that to your attention.

Mayor Enriquez said thank you for that Ikani, I feel that if that's what the City organizations are going to do it's the same for the JPA's. If you're asking for a three percent reduction then everybody should be looking at that to try reduce and try to have cuts wherever they can. So thank you for that information. I appreciate that.

4. ADJOURNMENT

4.1

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Adjourn at 4:33 p.m.

RESULT:	**Carried**
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

Mayor

City Clerk

24-115

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR CIVIL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; FRANK X. SPENCER & ASSOCIATES, INC.; HORROCKS ENGINEERS, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; SMITH ENGINEERING COMPANY; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000.00 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-050).**

TYPE OF ACTION: **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

PURPOSE(S) OF ACTION:

To award contracts for Civil Engineering Services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) required proposals for civil engineering services. These services are required to perform design services of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities; expert witness in a judicial and /or quasi-judicial setting; project management; and construction inspection.

On February 2, 2024, the City advertised Request for Proposals for Procurement No. 23-24-050, for the purpose of pre-qualifying firms that can provide these specialized engineering services, and entering into agreements with recommended firms. These proposed agreements will be used on an as-needed basis for a period of five (5) years, subject to approved budget appropriations.

The Purchasing program received twelve (12) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024. The SAC is recommending award to all twelve (12) rated firms as follows:

1. A&E Engineering, LLC - Las Cruces, New Mexico
2. Bohannan Huston, Inc. - Las Cruces, New Mexico

3. Cobb, Fendley & Associates, Inc. - Albuquerque, New Mexico
4. Frank X. Spencer & Associates, Inc. - El Paso, Texas
5. Horrocks Engineers, Inc. - Pleasant Grove, Utah
6. Johnson, Mirmiran, & Thompson, Inc. - Hunt Valley, Maryland
7. Kimley-Horn and Associates, Inc. - Mesa, Arizona
8. Molzen Corbin and Associates - Las Cruces, New Mexico
9. Smith Engineering Company - Las Cruces, New Mexico
10. Miller Engineers, Inc. dba Souder, Miller & Associates - Las Cruces, New Mexico
11. Stantec Consulting Services, Inc. - Las Cruces, New Mexico
12. Wilson & Company, Inc., Engineers & Architects - Las Cruces, New Mexico

It is advantageous for the City to have a pre-qualified list of engineers from which to select, to get budgeted projects completed. All City departments will be able to enter into individual Project Assignment Agreements with these engineering firms on an as-needed basis. The Public Works Department has numerous projects budgeted throughout upcoming fiscal years. There are also times when special funding (e.g. Legislative appropriations, New Mexico Department of Transportation, etc.) is made available to the City for specific projects. The funding sources often give strict timeframes within which improvements must be designed and constructed to secure the funding. By having a pre-qualified list of engineers, it will not be necessary to go through individual Request for Proposals to contract the necessary work for each individual project. These agreements will allow Public Works, and any other department needing these services, to contract with any one of the twelve (12) pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

SUPPORT INFORMATION:

Exhibit "A" 23-24-050 Civil Engineering Services - A&E Engineering
Exhibit "B" 23-24-050 Civil Engineering Services - BHI
Exhibit "C" 23-24-050 Civil Engineering Services - Cobb Fendley
Exhibit "D" 23-24-050 Civil Engineering Services -FXSA
Exhibit "E" 23-24-050 Civil Engineering Services - Horrocks
Exhibit "F" 23-24-050 Civil Engineering Services - JMT
Exhibit "G" 23-24-050 Civil Engineering Services - Kimley-Horn
Exhibit "H" 23-24-050 Civil Engineering Services - MolzenCorbin
Exhibit "I" 23-24-050 Civil Engineering Services - SMA
Exhibit "J" 23-24-050 Civil Engineering Services - SmithEngineering
Exhibit "K" 23-24-050 Civil Engineering Services - Stantec Engineering
Exhibit "L" 23-24-050 Civil Engineering Services - Wilson&Company

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

SAC

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award contracts to the twelve (12) selected pre-qualified firms, to provide civil engineering services for the City on an as-needed basis, to each firm for a term of five (5) years, subject to approved budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternate direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay awarding contracts for civil engineering services and prevent completion of budgeted projects.

RESOLUTION 24-115

A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR CIVIL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; FRANK X. SPENCER & ASSOCIATES, INC.; HORROCKS ENGINEERS, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; SMITH ENGINEERING COMPANY; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000.00 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-050).

The City Council is informed that:

WHEREAS, the City of Las Cruces requested proposals for civil engineering services; and

WHEREAS, these services are required to perform design services of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities; expert witness in a judicial and /or quasi-judicial setting; project management; and construction inspection; and

WHEREAS, the purpose is to establish a list of pre-qualifying firms that can provide these specialized engineering services; and

WHEREAS, these agreements will be used for five (5) years on an as-needed basis, subject to approved budget appropriations; and

WHEREAS, the Purchasing program received twelve (12) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024; and

WHEREAS, the SAC is recommending award to all twelve (12) firms as follows: A&E Engineering, LLC; Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc. Frank X. Spencer & Associates, Inc.; Horrocks Engineers, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Kimley-Horn and Associates, Inc.; Molzen Corbin and Associates; Smith Engineering Company; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Services, Inc; and Wilson & Company, Inc.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Professional Service Agreements for civil engineering services are hereby awarded to A&E Engineering, LLC; Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc. Frank X. Spencer & Associates, Inc.; Horrocks Engineers, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Kimley-Horn and Associates, Inc.; Molzen Corbin and Associates; Smith Engineering Company; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Services, Inc; and Wilson & Company, Inc. as shown in Exhibit "A" through "L", respectively, attached hereto and made part of this Resolution.

(II)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and A&E Engineering, LLC, of 1880 E. Lohman, Las Cruces, NM, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	A&E Engineering, LLC 1880 E. Lohman Las Cruces, NM 88001 ATTENTION: Adrian Renteria

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

A&E ENGINEERING, LLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm A & E Engineering LLC.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$160.00
2	Project Engineer/Project Manager	$140.00
3	Senior Engineer	$140.00
4	Design Engineer	$125.00
5	Engineer Intern	$90.00
6	Engineering Technician	$80.00
7	Drafting Technician	$80.00
8	Survey Crew**	$
9	Construction Inspector/Observer	$90.00
10	Administrative/Clerical	$50.00
11	Field Testing and Investigations	$120.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$0.20
16	Color Copies (per copy)	$0.45
17	Prints 24x36 (per sheet)	$2.60
18	Mylars 24x36 (per sheet)	$9.00
19	Photo Quality Plots (per plot)	$20.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CITY OF LAS CRUCES

CIVIL ENGINEERING SERVICES
RFP NO. 23-24-050
FEBRUARY 27, 2024

A&E ENGINEERING
1880 E. LOHMAN
LAS CRUCES, NEW MEXICO 88001

A&E ENGINEERING

Table of Contents

1. Technical Approach (45 pts) 1
2. Qualification/Competence (40 pts) 4
3. Past Record of Performance (15 pts) 5
New Water Supply Project – Llano Quemado MDWCA, Taos County, NM 5
Site Civil Development – Tommy's Car Wash, El Paso, TX 6
Spaceport Reverse Osmosis Project – Spaceport America, Sierra County, NM 6

1. Technical Approach (45 pts)

At A&E Engineering LLC, we recognize the importance of the services you provide to the community, and we are committed to helping you achieve your mission to provide that great service. With the community's growth the City of Las Cruces municipality sees and ever increase demand for Civil Engineering services. The services being requested to support this project include:

- Transportation Facilities
- Storm Drain
- Utilities
- Site Development
- Construction Contract administration
- Land Surveying Activities
- Drainage Reports
- FEMA Flood studies
- Airport Facilities

With over eighteen years of experience, A&E Engineering LLC is well positioned to assist you with this important project. We have assisted small and rural water utility providers upgrade their infrastructure and private development firms, by providing technical assistance including planning, Site Development, Utilities, Drainage Reports, Storm Drain Design, FEMA Flood studies, bid assistance, construction administration, construction observation, and start-up.

Your engineer of record, Adrian Renteria, P.E., is a graduate of NMSU.

A&E Engineering LLC is based in Las Cruces, NM. We have worked with communities throughout the region and through our work, have extensive experience coordinating with state and federal regulatory and funding agencies, including the NMED Constructions Programs Bureau. Many projects we engineered were funded by NMFA and required that we coordinate with Bureau and prepare document for their review to make sure our designs conform with local, state, and federal requirements.

Our experience working in Doña Ana County has given the experience coordinating with local regulatory and permitting agencies. Through our land development projects, designing

residential subdivisions, commercial developments and associated utility services, we have extensive knowledge and are highly competent to effectively engineer your improvements project.

Outlined below are the main steps to successfully completing your project.

1. The first step in our approach that will be taken to complete this project is to determine the major design elements and identify in conjunction with the owner/operators the specifics on the scope of work and obtain a firm understanding of the owner's end goal at project completion phase.
2. The next step will be developing a set of bidding documents for owner's review. At this point the bidding documents will be considered approximately 60% complete. Coordination with equipment/material vendor representatives will be made to discuss availability and lead times of items being scoped for the project and identify potential setbacks for the project. Communication with the owner will be made based upon findings from vendor representative feedback. Ensure that the owner is satisfied with the design elements outlined in the 60% progress design.
3. We follow that with making needed revisions to the bidding documents based on owner feedback. The bidding documents will then be packaged and sent to the needed review agencies for review and approval. Coordinate closely with review agencies and owner to minimize review duration and provide timely revisions if needed.

Critical issues to keep in mind are the schedule and budget which go hand in hand. In today's state of the market with material and labor costs increasing daily, planning for the extended material lead times will be critical to meeting the project schedule. The project team will identify potential pitfalls and develop a plan and alternatives to present to the owner to maintain the project's schedule and budget within reason.

One might consider our small project team to be a weakness because it does not have the backing that larger firms offer. We consider our size an advantage in that you will be interacting with the decision makers of the company, meaning that you will receive expedited feedback on critical issues that should result in quick response times to potential critical issues and challenges.

2. Qualification/Competence (40 pts)

Adrian Renteria, P.E.

(Principal Member responsible for administration of the contract)

B.S. – Civil Engineering

A.A.S. – Civil/Survey Drafting

Professional Engineer – New Mexico (#21978), Arizona (#66182) and Texas (#129069); NCEES National Record (#59836)

Mr. Renteria's experience with both construction and consulting firms has taught him the importance of putting together detailed construction plans and using value engineering. Mr. Renteria has developed budgets, managed projects, and designed a variety of water improvement projects throughout southern New Mexico. He was the engineer of record on Projects for Llano Quemado Water Source Improvement Project and the Spaceport America Reverse Osmosis Improvements Project.

Mr. Renteria's prior employment as a project manager with construction firms allows him to pull from that experience where his responsibilities included estimating, project scheduling and interpretation of plans and technical specifications. He designs subdivisions and commercial development projects providing site, grading, waterline, gas line and sewer line layout engineering, including one of the City of Las Cruces' main trunk line extension used to collect sewage from the East Mesa service area.

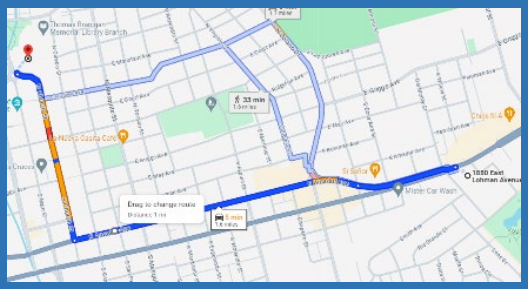
Carlos Gonzalez

A.A.S. – Civil/Survey Drafting

ACNM Traffic Control Technician and Supervisor

Mr. Gonzalez's design experience with a range of engineering projects with an emphasis in site development and water/wastewater systems. Mr. Gonzalez also provides a strong background in Construction Observation in water and wastewater projects within New Mexico that range in waterline installation, sewer line installation and water meter replacement.

Office Location
1880 E. Lohman
Las Cruces, NM 88001
575-649-0254



We can be at the city offices in 5 minutes.

Your benefit from interacting directly with the owner includes responsiveness, prompt decisions, and direct accountability for project performance.

Our proximity to the city allows us to respond quickly in-person when needed and you will be in contact with Adrian Renteria, P.E., the owner of A&E Engineering LLC.

3. Past Record of Performance (15 pts)

Presented below are selected projects on which Adrian served as the project engineer.

New Water Supply Project – Llano Quemado MDWCA, Taos County, NM

- New well project consisted of a new 320-feet deep well with new CMU building well house, chlorination system and 2-inch fill line extension. The project was funded by NMFA through the CPB RIP program. We worked closely with Andrea Telmo with the Construction Programs Bureau and Patrick Castillo with Drinking Water Bureau review agencies.

Andrew Chavez
Llano Quemado MDWCA
Board President
P.O.Box 638
Ranchos de Taos, NM 87557
Phone: (575) 613-3678
Email: achavez4449@yahoo.com

Site Civil Development – Tommy's Car Wash, El Paso, TX

A&E Engineering LLC provided site Civil Engineering services for several new Tommy's Carwash in the El Paso area. The services included putting together a site plan, grading plan, utility plan, detail sheets and a Storm water pollution prevention plan.

Ryan Smith
Studio D Architects
Phone: (575) 521-3757
Email: ryan@studio-d.biz

Spaceport Reverse Osmosis Project – Spaceport America, Sierra County, NM

- The new project consisted of a Reverse Osmosis Treatment Plan equipped with chemical injection units, piping and storage tank. Also included in the scope of work was a 30-feet by 60-feet CMU building. We worked closely Emily Worthen with Drinking Water Bureau review agency.

Jay Johnson
Spaceport America
4605 Research Park Circle Suite A
Las Cruces, NM 88001
Phone: (575) 267-8520
Email: jay.johnson@spaceportamerica.com

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and A&E Engineering, LLC (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

A&E ENGINEERING, LLC	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "B"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Bohannan Huston, Inc., of 7500 Jefferson St. NE, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

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In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109 ATTENTION: Matthew Thompson

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

BOHANNAN HUSTON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Bohannan Huston

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260 (E7)
2	Project Engineer/Project Manager	$ 205 (E5)
3	Senior Engineer	$ 180 (E4)
4	Design Engineer	$ 160 (E3)
5	Engineer Intern	$ 135 (E2)
6	Engineering Technician	$ 150 (ET7)
7	Drafting Technician	$ 110 (ET4)
8	Survey Crew**	$ 280+
9	Construction Inspector/Observer	$ 140 (CO6)
10	Administrative/Clerical	$ 100 (AP4)
11	Field Testing and Investigations	$ case-by-case basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 5%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ invoiced at cost
16	Color Copies (per copy)	$ invoiced at cost
17	Prints 24x36 (per sheet)	$ invoiced at cost
18	Mylars 24x36 (per sheet)	$ invoiced at cost
19	Photo Quality Plots (per plot)	$ invoiced at cost
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CITY OF LAS CRUCES

CIVIL ENGINEERING SERVICES

TECHNICAL PROPOSAL | RFP NO. 23-24-050

FEBRUARY 27, 2024

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011

575.532.8670
bhinc.com

February 27, 2024

City of Las Cruces
City Purchasing Bid Clerk
bidclerk@las-cruces.org

RE: City of Las Cruces Civil Engineering Services | RFP 23-24-050

Dear Members of the Selection Committee:

We recognize the City of Las Cruces is in search of a qualified consultant to provide civil engineering services on an as-needed basis for large, multifaceted projects from start to finish. Bohannan Huston, Inc., (BHI) offers the City of Las Cruces a highly qualified New Mexico-based team that has the expertise, availability, and resources all under one roof. We offer innovative approaches and relevant experience to provide the City of Las Cruces with local talent for your planning and design consulting services.

BHI is a staple in New Mexico's full-service engineering and surveying service industry and has been developing projects in Las Cruces from concept through construction. We understand the unique needs and culture of the community and can respond accordingly with support from our parent office as necessary.

Factors that position BHI as the right choice for this on-call contract for the City of Las Cruces include:

Continued Service: As a current on-call engineer for the City of Las Cruces, BHI has the capability to continue providing qualified staff for all phases of a project – from planning and design to construction management. We have worked previously on projects of all scales with several departments within the City, from Public Works, to Parks and Recreation and Utilities, and have a respected reputation with all of them.

Roots: BHI is an established member of the Las Cruces business community with a long-term commitment to the betterment of our City. Our Las Cruces office is staffed by employees who have deep roots in southern New Mexico, many who have studied in the area and now have made Las Cruces their home. When we work for the City, we are working for our home.

Trusted Team: The City of Las Cruces can continue to rely on BHI staff to ensure that your needs for engineering services are taken care of at any time. Leading our team will be Matthew Thompson, PE, as Principal-in-Charge, Tyler Hopkins, PE, as Project Manager, and Diana Gomez as Assistant Project Manager. They fully understand the challenges that many local governments in the area face, especially with budget or schedule constraints. As a team, we are prepared to come alongside the City of Las Cruces and help find effective solutions.

A Successful History of Performance: Our Las Cruces office has been serving the City for nearly 30 years. BHI is committed to providing extraordinary service that improves the quality of life for New Mexico and our clients. We have a large pool of resources – including our teaming partners Cobb, Fendley & Associates, Epsilon Systems Solutions, and COZ Engineering – with which to serve the City. This team of creative staff will be actively engaged in the pursuit of innovative, clear and concise, dependable solutions that meet your needs.

Thank you for the opportunity to submit this proposal for civil engineering services. We are confident the City of Las Cruces will continue to find BHI has the right capabilities, people, experience, and approach to ensure that each project is a success.

Sincerely,

Matthew Thompson, PE
Senior Vice President

1. TECHNICAL APPROACH

A. PROPOSED TECHNICAL APPROACH

Our multi-discipline structure allows BHI to provide end-to-end services, from planning and engineering studies to construction engineering on a variety of projects. Our approach ensures that we can assemble a highly qualified team – one that will leverage cutting-edge tools and techniques – to provide the right technological and cost-effective solution for each project. For any given task order, our general approach would be as follows:

RELY ON FIELD-SPECIFIC DATA We base our study and design efforts on actual field data. In almost all instances, actual conditions in the field predicate the design conditions and the implementation of the most feasible design solution. Our team members understand the value of field-specific data and will collect all relevant information, including surveying and sampling as necessary, for each project before analyses and solutions are developed.

INCORPORATE OPERATIONAL CONSIDERATIONS INTO THE DESIGN We value the operational and maintenance requirements of facilities and incorporate them into our designs. Designing facilities that are functional, effective, and operations-friendly is our goal.

APPLY QUALITY ASSURANCE/QUALITY CONTROL PRACTICES Quality of work is one of the core values at BHI. Fundamentally, the BHI team will refer to the BHI Quality Management System Policy Manual to govern the work being accomplished for City of Las Cruces projects. This manual provides the framework for the system of processes that govern our work. More specifically, BHI will use our tested and proven processes for design, project management, and construction management or administration to oversee the work performed under this contract. For each project, we develop a quality assurance/quality control (QA/QC) strategy that includes:

Staffing: Our QA begins with appropriate staffing, a strategy that ensures your project is performed by qualified personnel. Our team will begin with an internal review of the project scope, as defined during the kickoff meeting with your staff. The purpose of this review is to educate everyone involved on items such as project scope, deliverables, schedule, design criteria, team members and roles, and the project itself. Final plan documents are stamped, dated, and signed by the responsible New Mexico Registered Professional Engineer.

Schedule: The scheduling strategy includes milestones and scheduled inspections based on time frames established with the City. The team will hold weekly meetings to discuss project status and adjust staffing to meet your needs and schedules. Any changes that may impact the project will be communicated to you and will be documented to ensure that the schedule changes are agreed upon and known to all involved in the project.

Design Criteria: Our staff is trained in the latest design criteria. All current design criteria, manuals, standards, and directives are kept in a centralized library, located within the project team's work area.

Constructability Review: Team members will perform a constructability review to verify that the plans are "designed as it will be constructed" for a specific project. Traffic control during construction, construction phasing, work zone access, availability of materials, and the most applicable construction methods will be reviewed as part of this process.

Document/Plan Checking: Quality Control reviews will be conducted prior to submittals at key milestones. The reviews will evaluate design criteria for completeness and appropriateness and will ensure that documents are prepared according to your requirements and that they are well-organized, clear, concise, and technically and grammatically correct. The documents will also be reviewed to ensure compliance with generally accepted Professional Standards of Engineering Practices and applicable laws and regulations. Design deficiencies found during the process will be documented by marked-up drawings or reports and revised accordingly. The design file will include records of formal checks performed throughout the duration of the project.

COST CONTROL OF THE DESIGN PROCESS Our first rule of cost control during the design process is to establish with the City an accurately defined scope of work for the project. Second, experts in each discipline outline the activities and develop the work hours and expenditure budgets required to complete the necessary deliverables for the project. The project is monitored on a weekly basis to determine progress and confirm staffing resources. BHI uses interactive accounting software that allows project managers to review project data and budgets at any time and holds meetings on a regular basis to keep our staff organized and productive.

COST CONTROL OF THE CONSTRUCTION PROCESS Internal communication of project scope is critical to successfully controlling the cost of construction. We invest a great deal of time to the design interface to ensure that estimates of probable construction costs meet both the project scope and the client's budget. These budgets include the necessary deliverables to design and construct the best project for your dollar. Construction cost estimates are prepared at key milestones during project development. A spreadsheet is used for compilation of project quantities and construction cost estimating. These estimates are compared to your budget to determine if it meets your expectations. If the cost estimates are above the budgeted amount and cannot be reduced through design efforts, we notify you immediately and either adjust the project scope to fit within the budget or assist you in seeking additional funding to build the project in its entirety.

COST ESTIMATING TECHNIQUE Our cost estimating approach begins with utilizing existing resources of available cost data from local municipalities (like the City) reviewing any available recently bid projects, NMDOT average unit prices, and an internal database BHI compiles with all projects we design and have bid data for. We also make an effort to have all of our engineers spend time in the field during construction of projects; this is so we can have a solid understanding of construction methods and how they relate to costs. Our cost estimating methods are consistent with the bidding processes used by contractors and are representative of actual project values at the time of bidding. Estimating project construction costs is dependent on three main factors, as demonstrated to the right.

1. Accurate tabulation of all items to be included in the final product to be constructed.
2. Understanding of market conditions and materials based on construction in both public and private sectors.
3. Use of current bid prices from broad-based information sources.

As with all of our projects, we will use each of these bid pricing sources to provide the most representative cost estimate possible after adjusting for current market conditions. BHI also employs several construction engineering inspection staff, who are consulted if project bid items or conditions are unusual and may not fall within a typical unit price cost from a database.

B. AND C. MAJOR TASKS TO BE ACCOMPLISHED AND SERVICES PROVIDED

The BHI team offers the full range of services requested in your RFP. Below we summarize our skills in each of these key areas.

TRANSPORTATION FACILITIES

Over the years, BHI has completed numerous roadway and parking lot projects for the City of Las Cruces, as well as other entities. BHI is familiar with the City of Las Cruces Design Standards and Standard Specifications for Road Construction. We closely follow the City of Las Cruces subdivision guidelines, addressing issues such as drainage and ADA accessibility in designs, as well as taking into account issues such as first responder access. Ultimately, our goal is to provide convenient, safe, and economical infrastructures that can support all modes of transportation.

DRAINAGE STUDIES AND STORM DRAINAGE

As a recognized leader in the field of surface hydrology and hydraulics, BHI has the experience and resources to efficiently complete drainage plans and designs for both small and large projects, from site grading and emergency erosion mitigation plans to large flood control dams, major storm sewer systems, and municipal drainage master plans. We provide high-quality drainage services, including rainfall and stormwater run off analyses, drainage facility optimization, flood plain revisions and insurance studies, drainage system surveys and assessments, flood routing, flood control planning, storm water treatment analyses, and erosion and sediment control plans. BHI has five Certified Floodplain Managers (CFMs) on staff and over 50 LOMRs or CLOMRs to our credit. We are familiar with the Federal Emergency Management Agency (FEMA) requirements and the National Flood Insurance Program (NFIP) with the expertise and experience necessary to address any floodplain needs. We thoroughly understand FEMA processes and standards, allowing us to provide floodplain services and coordination in a fast and efficient manner.

UTILITIES

Water: BHI's team has proven experience in analyzing, planning, and designing water supply systems. We use advanced software technologies to model systems to identify potential supply and operational issues and to predict system responses to proposed changes. Our expertise allows us to develop system master plans considering not only hydrologic, hydraulic, and economic factors, but also water source viability, distribution economics and pricing, water quality, environmental compliance storage, and fire flow requirements.

Wastewater: BHI provides full engineering services for planning, design, construction, monitoring, and evaluation of public, private, institutional/industrial, and on-site wastewater systems. We are experts at applying federal, state, and local regulations regarding wastewater management issues. Our engineers have participated in the planning and implementation of wastewater treatment system projects that involve some of the most modern applications and techniques of water reclamation and applying it to our communities' specific needs.

Other Utilities: BHI's engineering experience and expertise extends to natural gas and electric distribution utilities as well. Our team uses the latest in gas modeling software to plan high and low distribution pipeline networks to handle various types of demands for public utilities that operate their own system. We are familiar with steel and polyethylene pipeline system design and the intricate aspects that dictate how these systems are to be installed. We also provide support for medium-voltage electric distribution for public utilities that operate their own system. BHI employs modeling software for our designs and utilizes modern power electronics equipment within our design to ensure the safest and most practical maintenance scheme possible.

SITE DEVELOPMENT

We understand the sophistication and uniqueness that is required on all parts of planning, analysis, and design for site development work. These types of projects often require a detailed and innovative approach to develop workable, cost-effective solutions. We draw from our combined expertise in each area of civil engineering – such as transportation, water, and structures – to achieve such solutions and, ultimately, to meet the mission of the users. Our site development experience allows us to target the critical issues to arrive at good and timely decisions that cater specifically to the individual needs of our clients.

SUBSURFACE UTILITIES EXPLORATION

We have enlisted Cobb, Fendley & Associates (CobbFendley) to provide subsurface utility engineering services. CobbFendley's well-trained and well-equipped SUE team has completed over 3,000 SUE projects to date. With more than 40 years of utility experience, CobbFendley brings extensive knowledge and foresight in dealing with potential utility conflicts, utility locations, sensitive field conditions, time constraints, and budget requirements. SUE services include utility mapping at appropriate SUE Quality Levels, utility design and relocation, communication of utility data, and utility agreement preparation.

CONSTRUCTION CONTRACT ADMINISTRATION

The BHI team provides full-time construction phase services from inspections to overall management. Our engineering staff will complete construction administration tasks such as shop drawing and submittal review, review of payment and change order requests, requests for information, and project close-out. We can monitor all construction activities to ensure that the project is constructed in compliance with the Approved Contract Plans and Specifications. In order to provide a consistent and transparent documentation platform, we use our web-based BHITracker software as a central location for all project-related materials. Our experience with and use of BHITracker has consistently demonstrated improvements in communication and construction management where project progress can be seen by all members of the project team.

LAND SURVEYING AND MAPPING

BHI survey crews provide a variety of survey services, including construction staking and layout, digital leveling, boundary surveys, topographical mapping, ground control, ALTA/ASCM Land Title surveys, and reconnaissance surveys. BHI is industry-

known for our investment in efficient electronic data gathering tools that complement our skilled staff, allowing us to provide cost-effective, accurate, and appropriate data sets. From control surveying through aerial photography, photogrammetric digitization, and database editing, these innovations speed the final product to the client.

AVIATION/AIRPORT FACILITIES

BHI specializes in developing airport projects that open our communities to the world. As one of the few firms with a dedicated Aviation Group, we have in-house staff who work exclusively with Airport Managers, staff, and the FAA to plan, design, fund, and construct aviation and airport facilities. Stated simply, we know New Mexico airports. Our Aviation team members bring substantial experience in providing exceptional aviation planning, surveying, and engineering services to municipal airports around New Mexico. We help clients:

- Define effective master and action plans
- Obtain grant funding and administer these grants
- Develop and expand new and existing infrastructure
- Meet their complete design and construction phase service needs: surveying, engineering, construction bidding, construction observation and management, and post-construction activity through the grant close-out phases
- Maintain existing facilities: pavements, lighting, NAVAIDS, fencing, utilities, and related assets

EXPERT WITNESS IN A JUDICIAL AND/OR QUASI-JUDICIAL SETTING

Serving as an expert witness requires an in-depth knowledge of the subject matter along with credibility gained through years of experience. Senior BHI staff members are able to provide expert witness testimonials in their respective engineering fields. Because our senior staff continues to stay involved day-to-day on projects, we have a working knowledge of current standards and practices. This allows us to have the credentials needed to successfully provide expert witness services when required.

PROJECT MANAGEMENT

BHI follows a customized in-house Project Management Methodology to facilitate the successful delivery of our projects. By using a standardized process with quality checks throughout the project, we are better able to manage staffing, budgets, and project schedules. We manage our projects in our in-house developed BHTracker which keeps our whole team apprised of all information made available and the deliverables created. That information is available at all times throughout the project and can incorporate the City's project management staff as well. For the City, the importance of this methodology is the improved quality and cost control it provides, helping us meet project schedules and budgets more effectively.

This BHI-tailored approach provides our project managers a proven tool that helps ensure that client project goals are accomplished, the schedule is met, and the project delivered is the project expected. While each project presents a unique scope, schedule, budget, and deliverable, having defined steps that move our projects from negotiation to closeout provides our clients the assurance that they can expect a focus on effective project management from our company that is consistent from project to project.

CONSTRUCTION INSPECTION

For us, projects are only complete after the planning and design elements have been transformed into the final constructed product. At BHI, our engineering team understands all of these steps and provides a wide range of services during construction. We know that maintaining strong communication links between the contractor and owner, establishing and meeting schedules, providing a watchful eye during the construction of key elements, and resolving problems in a professional and expeditious manner are critical for success.

During construction management our team can provide a wide range of services that are critical during construction, including construction administration and inspection. One of these services from our team, that has a high return value for the City, is maintaining a full-time construction observer to inspect or observe the project progress for compliance with construction

documents to ensure the infrastructure is delivered in the condition and quality expected. Having this oversight enables the confidence that underground systems were installed in a high-quality workmanship manner, similar to the expectations for above ground systems which are easily visible. Without this oversight assurance, it leaves the door open to possible contractor errors or poor workmanship that degrade the final product.

ADDITIONAL SERVICES: MECHANICAL/ELECTRICAL SYSTEMS ENGINEERING

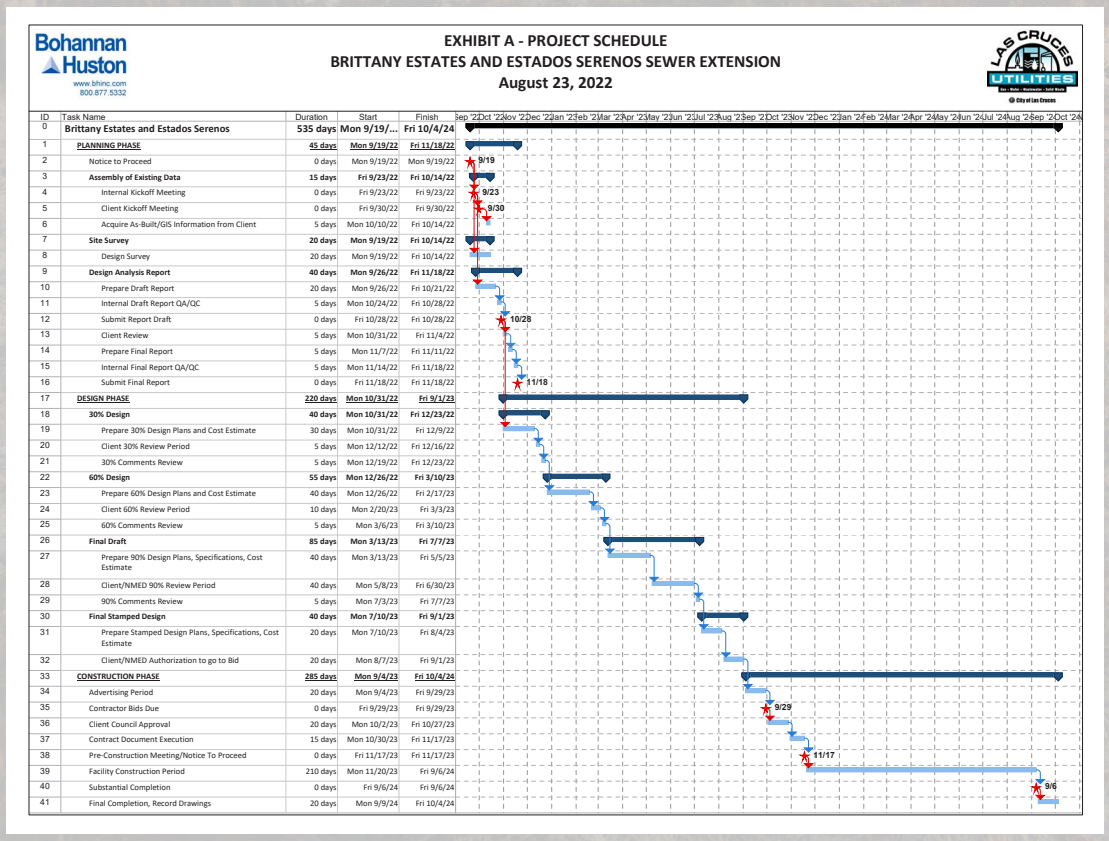
Our Mechanical and Electrical Group was organized to provide support services for projects involving either facility or municipal utility support. This is typically a combined engineering effort where we collaborate closely to prevent conflicts and to provide energy efficient systems for achieving or exceeding industry standards. Our mechanical engineering support extends from facility HVAC systems to natural gas distribution. Our electrical team has completed planning and design of electric distribution, roadway lighting, solar photovoltaic arrays, and SCADA, and has supported water and wastewater process facilities.

ADDITIONAL SERVICES: STRUCTURAL ENGINEERING

Our Structures Group produces structural designs for buildings, bridges, and civil infrastructure for a broad client base that includes municipal and county governments, state and federal agencies, Departments of Transportation, educational institutions, developers, contractors, and many others. BHI's structural engineers are skilled at producing safe and functional systems that complement their placement in the environment with aesthetic elements, colors, and design to meet each project's individual needs. Our structural team is adept at conducting studies of existing or proposed structures, taking into consideration safety, stability, constructability, cost-effectiveness, and performance life/life-cycle cost.

D. TYPICAL PROJECT SCHEDULE/TIMELINE

On-call task order schedules can vary greatly, depending on a number of factors such as the complexity of the scope, any permitting requirements, jurisdiction coordination, public involvement, etc. Upon receipt of a task order, Project Manager Tyler Hopkins and/or Assistant Project Manager Diana Gomez will prepare a scope and fee document to include a proposed schedule and manhour estimate for the City's ultimate approval. Any modifications to the schedule will be made with the City's approval.



Bohannan Huston
www.bhinc.com
800.877.5332

EXHIBIT A - PROJECT SCHEDULE
BRITTANY ESTATES AND ESTADOS SERENOS SEWER EXTENSION
August 23, 2022

LAS CRUCES UTILITIES
City of Las Cruces

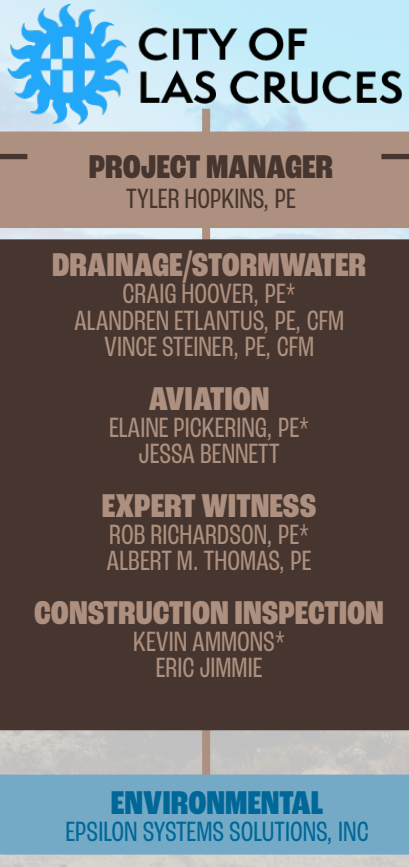
ID	Task Name	Duration	Start	Finish
0	**Brittany Estates and Estados Serenos**	**535 days**	**Mon 9/19/...**	**Fri 10/4/24**
1	**PLANNING PHASE**	**45 days**	**Mon 9/19/22**	**Fri 11/18/22**
2	Notice to Proceed	0 days	Mon 9/19/22	Mon 9/19/22
3	**Assembly of Existing Data**	**15 days**	**Fri 9/23/22**	**Fri 10/14/22**
4	Internal Kickoff Meeting	0 days	Fri 9/23/22	Fri 9/23/22
5	Client Kickoff Meeting	0 days	Fri 9/30/22	Fri 9/30/22
6	Acquire As-Built/GIS Information from Client	5 days	Mon 10/10/22	Fri 10/14/22
7	**Site Survey**	**20 days**	**Mon 9/19/22**	**Fri 10/14/22**
8	Design Survey	20 days	Mon 9/19/22	Fri 10/14/22
9	**Design Analysis Report**	**40 days**	**Mon 9/26/22**	**Fri 11/18/22**
10	Prepare Draft Report	20 days	Mon 9/26/22	Fri 10/21/22
11	Internal Draft Report QA/QC	5 days	Mon 10/24/22	Fri 10/28/22
12	Submit Report Draft	0 days	Fri 10/28/22	Fri 10/28/22
13	Client Review	5 days	Mon 10/31/22	Fri 11/4/22
14	Prepare Final Report	5 days	Mon 11/7/22	Fri 11/11/22
15	Internal Final Report QA/QC	5 days	Mon 11/14/22	Fri 11/18/22
16	Submit Final Report	0 days	Fri 11/18/22	Fri 11/18/22
17	**DESIGN PHASE**	**220 days**	**Mon 10/31/22**	**Fri 9/1/23**
18	**30% Design**	**40 days**	**Mon 10/31/22**	**Fri 12/23/22**
19	Prepare 30% Design Plans and Cost Estimate	30 days	Mon 10/31/22	Fri 12/9/22
20	Client 30% Review Period	5 days	Mon 12/12/22	Fri 12/16/22
21	30% Comments Review	5 days	Mon 12/19/22	Fri 12/23/22
22	**60% Design**	**55 days**	**Mon 12/26/22**	**Fri 3/10/23**
23	Prepare 60% Design Plans and Cost Estimate	40 days	Mon 12/26/22	Fri 2/17/23
24	Client 60% Review Period	10 days	Mon 2/20/23	Fri 3/3/23
25	60% Comments Review	5 days	Mon 3/6/23	Fri 3/10/23
26	**Final Draft**	**85 days**	**Mon 3/13/23**	**Fri 7/7/23**
27	Prepare 90% Design Plans, Specifications, Cost Estimate	40 days	Mon 3/13/23	Fri 5/5/23
28	Client/NMED 90% Review Period	40 days	Mon 5/8/23	Fri 6/30/23
29	90% Comments Review	5 days	Mon 7/3/23	Fri 7/7/23
30	**Final Stamped Design**	**40 days**	**Mon 7/10/23**	**Fri 9/1/23**
31	Prepare Stamped Design Plans, Specifications, Cost Estimate	20 days	Mon 7/10/23	Fri 8/4/23
32	Client/NMED Authorization to go to Bid	20 days	Mon 8/7/23	Fri 9/1/23
33	**CONSTRUCTION PHASE**	**285 days**	**Mon 9/4/23**	**Fri 10/4/24**
34	Advertising Period	20 days	Mon 9/4/23	Fri 9/29/23
35	Contractor Bids Due	0 days	Fri 9/29/23	Fri 9/29/23
36	Client Council Approval	20 days	Mon 10/2/23	Fri 10/27/23
37	Contract Document Execution	15 days	Mon 10/30/23	Fri 11/17/23
38	Pre-Construction Meeting/Notice To Proceed	0 days	Fri 11/17/23	Fri 11/17/23
39	Facility Construction Period	210 days	Mon 11/20/23	Fri 9/6/24
40	Substantial Completion	0 days	Fri 9/6/24	Fri 9/6/24
41	Final Completion, Record Drawings	20 days	Mon 9/9/24	Fri 10/4/24

SAMPLE PROJECT SCHEDULE PREPARED FOR THE CITY OF LAS CRUCES UPON ISSUE OF A TASK ORDER.

2. PROJECT TEAM

Our depth of experience and breadth of capabilities – as witnessed by the completion of a significant number of diverse projects in a variety of locations –are continually expanding. Our proposed personnel for this contract are shown in our organization chart by competency, many of whom you are already familiar with as the same folks working with the City to complete task orders under our most recent on-call contract (further detailed in the next section). For this contract, we've added additional competency to the organization chart – Assistant Project Manager Diana Gomez – to ensure that our team continues to meet project design and delivery expectations. Qualifications information for our team members are provided in the following pages. Individuals marked with an asterisk are designated task leads in their respective competencies.

ORGANIZATION CHART



PROJECT TEAM

Below, you will find qualifications of our team. Each staff member is qualified to do the work proposed under this on-call contract, and each has the capacity to take on new task orders. As each task order may vary in expertise required, the precent of time each team member has available for a project will vary. A manhour estimate will be provided for City review upon issuance of a task order.

Name | Location | Qualifications	Years' Exp.	Expertise | Competence
Matt Thompson, PE | Las Cruces | PE NM #13868 | BS Electrical Engineering, BS Mechanical Engineering	32	Project Development and Management | Contract Oversight | Electrical and Mechanical Engineering | Municipal Infrastructure Planning and Design
Tyler Hopkins, PE | Las Cruces | PE NM #20677 | BS Civil Engineering	17	Project Development and Management | City of Las Cruces Familiarity | Multi-Disciplined Expertise | Federal and State Regulatory Requirement Familiarity
Diana Gomez, CAP | Las Cruces | Certified Administrative Professional: NM #93941001, Certificate Project Management | BS Computer Science	20	Project Development and Management | City of Las Cruces Familiarity | Federal and State Regulatory Requirement Familiarity | Grant/Funding Administration
Joseph Sandoval | Las Cruces	19	Specializes in Site Development | City of Las Cruces Familiarity

Carson Casey, EI | Las Cruces | EI NM #7718 | BS Civil Engineering	2	Water Resources Experience | City of Las Cruces Familiarity
Kurt Thorson, PE | Albuquerque | PE NM #13310 | BS Civil Engineering	32	Transportation Engineering Specialty | Comprehensive Roadway Technical Expertise | Well Versed in Current Industry Standards | Trained in Value Engineering
Roy Gibson, PE | Albuquerque | PE NM #18772 | BS Civil Engineering	22	Project Development and Management | Transportation Engineering Specialty | Comprehensive Roadway Technical Expertise | Brings a Whole-Project-Site Perspective
Josue Magaña, PE | Las Cruces | PE NM #25644 | BS Civil Engineering	10	Water Treatment Focused | Bio-Filtration Knowledge | Water Resources Expertise | Engineering Software Adept
Jacob Smelser, EI | Las Cruces | EI NM #7726 | BS Civil Engineering	3	Water Resources Experience | Water Treatment Experience | Utility Familiarity | City of Las Cruces Familiarity
Sandra Rodriguez | Las Cruces | Master Civil Engineering, BS Civil Engineering, BA Foreign Languages (Spanish)	1	Water Treatment Familiarity | Utility Familiarity | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Hector Garcia | Las Cruces | MS Civil Engineering, BS Civil Engineering, Associate of Science	2	Water Treatment Familiarity | Utility Familiarity | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Craig Hoover, PE | Albuquerque | PE NM #11848 | MS Civil Engineering (H&H), BS Civil Engineering	37	Water Resources Engineering | Project Management | Stormwater Management | Drainage Analysis
Alandren Etlantus, PE, CFM | Albuquerque | PE NM #19995, CFM NM #13-00335 | MS Civil Engineering (Hydraulics and Water Resources), BS Civil Engineering	17	Water Resources Engineering | Stormwater Management Experience | Water Resource Software Expertise | Project Management
Vince Steiner, PE, CFM | Albuquerque | PE NM #24319, CFM NM #17-00407 | BS Civil Engineering	14	Water Resources Engineering | Stormwater Management Experience | LID and GSI Design Experience | Proficient in Water Resource Software
Dean Christmas, PS | Las Cruces | PS NM #23788 | BS Surveying Engineering	12	Topographic Survey | Construction Staking | Cadastral Survey | Survey Project Management
Alan Benham, PS, PE, CFedS | Albuquerque | PS NM #15700, PE NM #14940, BLM/CFedS Certification #1013 | BS Survey Engineering, BS Civil Engineering	30	Boundary Law | Geomatic Surveying | Utility Survey | Right-of-Way | Design Survey
Elaine Pickering, PE | Albuquerque | PE NM #25713 | BS Civil Engineering	29	Broad Aviation Knowledge Base | Aviation Facility Design | FAA Standards Compliance | FAA Grant Applications
Jessa Bennett, PE | Albuquerque | PE NM #27905 | BS Civil Engineering	6	Aviation Facility Design | FAA Standards Compliance | FAA Software Familiarity
Robert Richardson, PE | Albuquerque | PE NM #10746 | BS Civil Engineering	42	Expert Witness Experience | Quality Control and Quality Assurance | Multi-Disciplined Engineering | Water and Wastewater Systems Design Expertise
Albert Thomas, PE | Albuquerque | PE NM #11476 | BS Civil Engineering	38	Expert Witness Experience | Traffic and Transportation Engineering | Quality Control & Quality Assurance Experience | Trained in Value Engineering
Kevin Ammons | Las Cruces	14	Construction Observation and Inspection | Materials Testing | Doña Ana County Familiarity
Eric Jimmie | Las Cruces | AS Mechanical Drafting	6	Construction Observation and Inspection | Materials Testing | Doña Ana County Familiarity
Sean Melville, PE | Albuquerque | PE NM #17400 | MS Civil Engineering (Structural Emphasis), BS Civil Engineering	28	Structural Engineering Specialty | Construction Design Knowledge | Civil Infrastructure Knowledge | Design and Analysis of Bridge Materials
Matt Bean, PE | Albuquerque | PE NM #23120 | MS Structural Engineering, BS Civil Engineering	19	Structural Engineering Specialty | Problem Solving and Client Coordination | Construction Specification Proficiency | Specializes in Facility Design

David Shields, CET | Las Cruces | NICET Certification Level 3: NM #101754, International Association of Electrical Inspectors #68393 | AS Architectural Technology	32	Project Management | Construction Observation and Inspection | Municipal Infrastructure | Certified Electrical Inspector
Evan Fleischer, EI | Las Cruces | EI NM #7109 | BS Civil Engineering	11	Municipal Infrastructure Support | Electrical Engineering | SCADA | City of Las Cruces Familiarity
Paul Schmittle | Albuquerque | Certificate Commercial Electrical Design, Certificate Electrical Design and Calculations, Certificate Commercial Electrical Systems	37	Electrical Design and Electrical Systems | Water and Wastewater Systems Design Expertise | City of Las Cruces Familiarity

PRINCIPAL OFFICER RESPONSIBLE FOR CONTRACT ADMINISTRATION

Matthew Thompson, PE | Senior Vice President
425 S. Telshor Blvd., Suite C-103 | Las Cruces, NM 88011
575.532.8670 | mthompson@bhinc.com

SUBCONSULTANTS (AS-NEEDED)

BHI maintains relationships with providers of specialty services such as those listed below should any task order require them. We also understand the City currently holds on-call contracts with specialty service providers as well. We will obtain approval of the use of any subconsultant on any task order prior to commencing work, or will work with one of the City's current contracted provider, as the City prefers.

Subconsultant	Qualifications
ENVIRONMENTAL Epsilon Systems Solutions, Inc. 205 West Boutz Road Bldg. 4, Suite 3 Las Cruces, NM 88005	Epsilon specializes in providing high-quality environmental compliance services. The firm's professional archaeologists, historians, architectural historians, biologists, National Environmental Policy Act (NEPA) specialists, and GIS personnel have served federal, state, municipal, and private project proponents in the Southwest since 2006. Epsilon's team provides sensitive plant and wildlife surveys, biological baseline studies, mitigation planning and monitoring (selection and implementation of best management practices), Clean Water Act 404 and 401 evaluations, wetland identification, and the day-to-day activities involved with threatened and endangered species program management.
GEOTECHNICAL COZ Engineering, Inc. PO Box 13331 Las Cruces, NM 88013	COZ Engineering will provide geotechnical services. Their capabilities include subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; dynamic analysis and evaluation; soil stabilization and ground improvement; pavement evaluation; and subgrade and material evaluation.
SUE Cobb, Fendley & Associates, Inc. 11427 Rojas Dr. Ste B El Paso, TX 79936	Since 1997, CobbFendley has provided SUE services for leading private and public sector clients including Departments of Transportation (DOTs), toll road authorities, utility companies, and various municipalities. The firm has provided SUE services on thousands of projects, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays.

LOCATION(S) OF OFFICE(S) WHERE THE WORK WILL BE PERFORMED, AND PERCENT OF WORK TO BE PERFORMED AT EACH

Work under this contract will be based primarily in our Las Cruces office. When required, certain specialized design work will be performed in our Albuquerque office. All of our offices are also equipped with video-conferencing capabilities that can be especially useful during project planning and design. Meetings can be conducted with out-of-town suppliers or contractors, government agencies, or our Albuquerque office staff and provide the feel of a face-to-face discussion without incurring undue travel costs or losing time waiting for participants to arrive in town. We anticipate that 75% of the work under this contract will be performed by our Las Cruces staff.

NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

All contract work resulting from this award will be led by Matthew Thompson, Principal-in-Charge (NM PE #13868), with Tyler Hopkins (NM PE #20677) acting as Project Manager in direct charge of the work. Matt and Tyler are both based in our Las Cruces office, and both are readily available to handle any and all matters associated with this contract. BHI's Las Cruces office is located at 425 S. Telshor Boulevard, Suite C-103, Las Cruces, New Mexico 88011. Matt and Tyler can be reached at 575.532.8670 or at mthompson@bhinc.com and thopkins@bhinc.com, respectively.

3. PERFORMANCE OF THE FIRM

AGGIE UPTOWN LAS CRUCES MASTER PLAN | NEW MEXICO STATE UNIVERSITY

BHI completed preliminary and final design efforts with construction phase support for the first phase of a larger 128-acre development near the New Mexico State University's Golf Course initiated as part of a master planning effort to expand NMSU's commercialization of significant local land resources. BHI was responsible for sitework, roadway, water, wastewater, and natural gas utility design and construction support. A traffic analysis was also performed to evaluate the impact of the development on the surrounding City and NMDOT transportation network. Extensive coordination with the City of Las Cruces and NMDOT was required to establish a comprehensive strategy of the ultimate buildout. BHI also coordinated with utility owners including City of Las Cruces, El Paso Electric, Century Link, Comcast, etc. in support of easement locations, platting approvals, and general design coordination.

REFERENCE
Jose Lorea, Assistant Director
Project Development and Engineering
575.646.1234 | jlorea@nmsu.edu

MESQUITE-BRAZITO WASTEWATER COLLECTION SYSTEM, PH. 2 | LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

BHI provided several services to LRGPWWA for this project, including planning, design, and construction. When BHI got involved, the initial planning for the project, in the form of a PER, had already been completed by another consulting firm. The PER was used by LRGPWWA to acquire funding primarily from USDA for the entire project. However, the PER did not satisfy the vision of what LRGPWWA wanted in the expansion of their wastewater collection system. BHI became involved in and was responsible for amending the original PER and moving forward with a design that would maximize the use of gravity sewer collection pipelines and would minimize the use of individual residential grinder pump stations. As a result of the PER amendment, the funding that had been secured was not adequate to complete the entire project, and, as such, the project needed to be broken into two phases.

REFERENCE
Martin G. Lopez, General Manager
575.233.5742 ext. 1004
martin.lopez@lrgauthority.org

The first phase of design included 40,000 LF of gravity sewer main, 19,000 LF of sewer force mains, 4 lift stations, 160 epoxy coated manholes, SCADA integration into the existing and new wastewater facilities, provisions for dewatering, and property acquisition. Sewer service lines were designed from the main to the individual residential homes. As part of the individual sewer hookup, the process of decommissioning septic tanks was also included once the collection system became operational.

Throughout the design process, BHI was able to adapt to the changing needs of the client as additional areas to be served were added and designs had to be adjusted to meet requirements established by the permitting agencies. Communication and cooperation with the client and multiple government agencies, including USDA, NMDOT, NMED, EBID, and Doña Ana County, were critical in producing a successful project.

SOUTH CENTRAL WASTEWATER LIFT STATIONS REHABILITATION | DOÑA ANA COUNTY

The Doña Ana County South Central Wastewater Lift Stations Rehabilitation Project was to provide design and construction phase services to rehabilitate 18 of Doña Ana County's south central sanitary sewer lift stations. Most of the existing lift stations were constructed over 20 years ago and were in need of major repairs. The renovations would involve the removal and replacement of pump bases, corroded discharge pipes, and deteriorated plug valves and check valves. Other miscellaneous deteriorated equipment such as conduits, pipe support brackets, and coatings were also evaluated and replaced accordingly.

Due to the limited amount of funding acquired, the final overall number of lift stations that could be rehabilitated were limited. In order to establish a priority project list, BHI met with Doña Ana County staff to analyze each lift station condition, compare estimated scope of work, and produce an estimated cost for each. A priority list of lift stations with a high-low for base bid and bid alternate structure was created in order to bid and construct the most urgent lift station needs first.

This project has completed construction, and all lift stations have been re-commissioned. BHI was in constant communication with Doña Ana County staff and the contractor to make fast decisions on these additional components while lift station bypass pumping is in place. The intent of this project was to rehabilitate as many lift stations as possible, providing them with an additional 20-year lifespan. Although perhaps a more difficult engineering problem, restoration during full operation can be a critical cost savings versus full replacement, and in this example saved Doña Ana County significant funding expenditures.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org

SOUTH CENTRAL WASTEWATER TREATMENT PLANT PLANT-WIDE IMPROVEMENTS | DOÑA ANA COUNTY

BHI provided planning and design services for various facility upgrades at the main South Central WWTP facility servicing most of the area south of Las Cruces. These services included replacing failed process elements, such as the plant entrance works screening and grit removal systems, septage handling station, sludge handling, and main aeration system renovation. The entrance works originally part of the upper concrete structure has greatly deteriorated due to hydrogen sulfide gas exposure, and this project relocated these elements to a separate ground-level structure to enable proper screening and grit removal allowing a more accessible structure. All plant flows were re-routed around the facility and connected directly to the aeration basins. Other improvements involved cleaning and renovating the original aeration systems and renovating the aeration blowers and control valves. The solids handling process now utilizes both concrete drying beds as well as a belt-press machine. This belt press operation will be further improved by weatherizing the building enclosure housing the belt-press to allow easier solids dewatering operations during winter conditions.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org

A second phase was recently added and is nearing construction completion. It is intended to replace the ultraviolet light effluent disinfection systems and relocate them to a more accessible location on the plant exterior. A recent discharge permit modification required that effluent dissolved oxygen levels be increased upon discharge to the Rio Grande. This will be accomplished with a cascade aeration structure at the final outfall point.

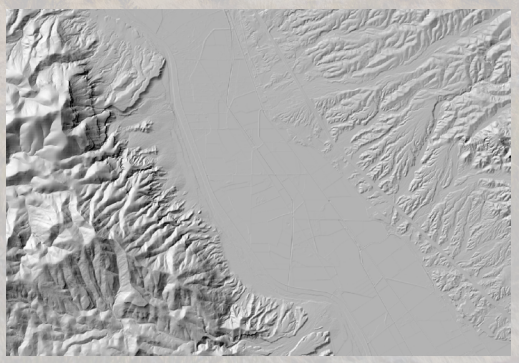
A third phase underway will be a full renovation of the low-voltage electric and SCADA systems to be more robust for to weather storm events and power outages the plant has experienced in the past. Redundant power system panelboards will be used to enable multiple source points and eliminate singe-point failure situations, while enhancing utility surge protection systems.

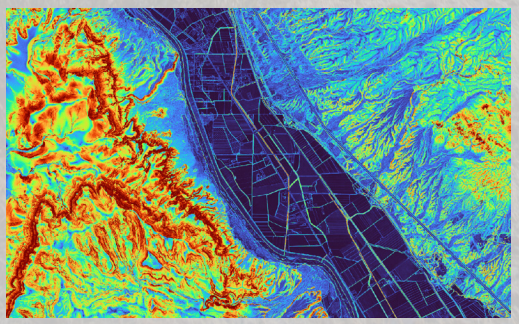
LIDAR AND ORTHOPHOTOGRAPHY | DOÑA ANA COUNTY

REFERENCE
John Gwynne, PE, CFM, Flood Commission Director | 575.525.5560
johngw@donaanacounty.org

Since 2004, the Doña Ana County Flood Commission has contracted with BHI to acquire 6" to 1' aerial imagery and process aerial orthophotography. In 2004, 2010, 2014, 2018, and 2023, BHI also acquired and processed aerial LiDAR. The projects on average spanned approximately 2,000 to 3,200 square miles in and adjacent to Doña Ana County. Data development spanned urbanized areas, agricultural lands, surface-irrigated riparian areas, plains, mountains, and drainage landscapes, with a goal of better understanding and managing storm water runoff. It was imperative that accurate terrain feature representation was achieved for the arroyos, ditches, earthen dams, and associated hydrology features. General highlights of the project work are listed below:

- Fixed-wing based airborne digital imagery over a 2,700 square mile area. Digital imagery collected with a Vexcel UltraCAM Eagle. Sensors were controlled via Vexcel UltraNAV FMS, with integrated GPS and IMU.
- Data captured under leaf-off conditions with no haze, clouds, dust, shadow, or other ground-obscuring conditions present. Ground features were free of excessive waters due to rain or snow. Capture occurred at an average flying height of 9,466' above mean terrain with sun angle more than 35 degrees from horizon to minimize shadows.
- Restricted airspace with White Sands Missile Range and International Border airspace coordination.
- Accuracy of 2.45' or better at 95% confidence. RMSE accuracy of 1.41'. Horizontal RMSE of the airborne GPS control data did not exceed 0.2 m; the vertical RMSE did not exceed 0.3m. RMSE of the adjusted IMU data did not exceed 0.3.m.
- 4-band (R,G,B,NIR) capture resampled to 32-bit 4-band orthophotography.
- Unprocessed radiometric data collected at 12 bit; final tiled uncompressed and compressed orthoimagery was 8 bit unsigned per band.
- Image mosaics included 4-band uncompressed GeoTIFF files and compressed 4-band ECW mosaics at a 15:1 optimal ratio.
- LiDAR collection density greater than or equal to 2 points per square meter.





ORTHOPHOTOGRAPHY DATA EXAMPLE DELIVERED TO DOÑA ANA COUNTY (LEFT). DEM AND COLORIZED RASTER DATA EXAMPLES (RIGHT).

- Project execution included logistics planning, flight planning, film aerial photography collection, photogrammetry, aerial triangulation, processing of digital elevation data, building footprint update collection, and GIS tile cache development. Production quantities included on average: 5,000 aerial frames, 75 flight lines, 1 terabyte of LiDAR production, and 2,835 individual square mile deliverable orthoimagery tiles.
- Development of building footprints from orthophotography source.
- Deliverables on USB hard drive include digital orthophotography archive files, classified LiDAR point clouds, survey report, ESRI tile cache and flight line index, and accuracy assessments.

CONSULTING & ENGINEERING SERVICES: DOÑA ANA COUNTY INT'L JETPORT | DOÑA ANA COUNTY

BHI has been serving Doña Ana County for decades and was re-selected in 2023 to continue as the on-call airport consultant for the Doña Ana County International Jetport. Featured airport projects are described below.

REFERENCE
William Provance, Airport Manager
575.644.2358 | williamp@donaanacounty.org

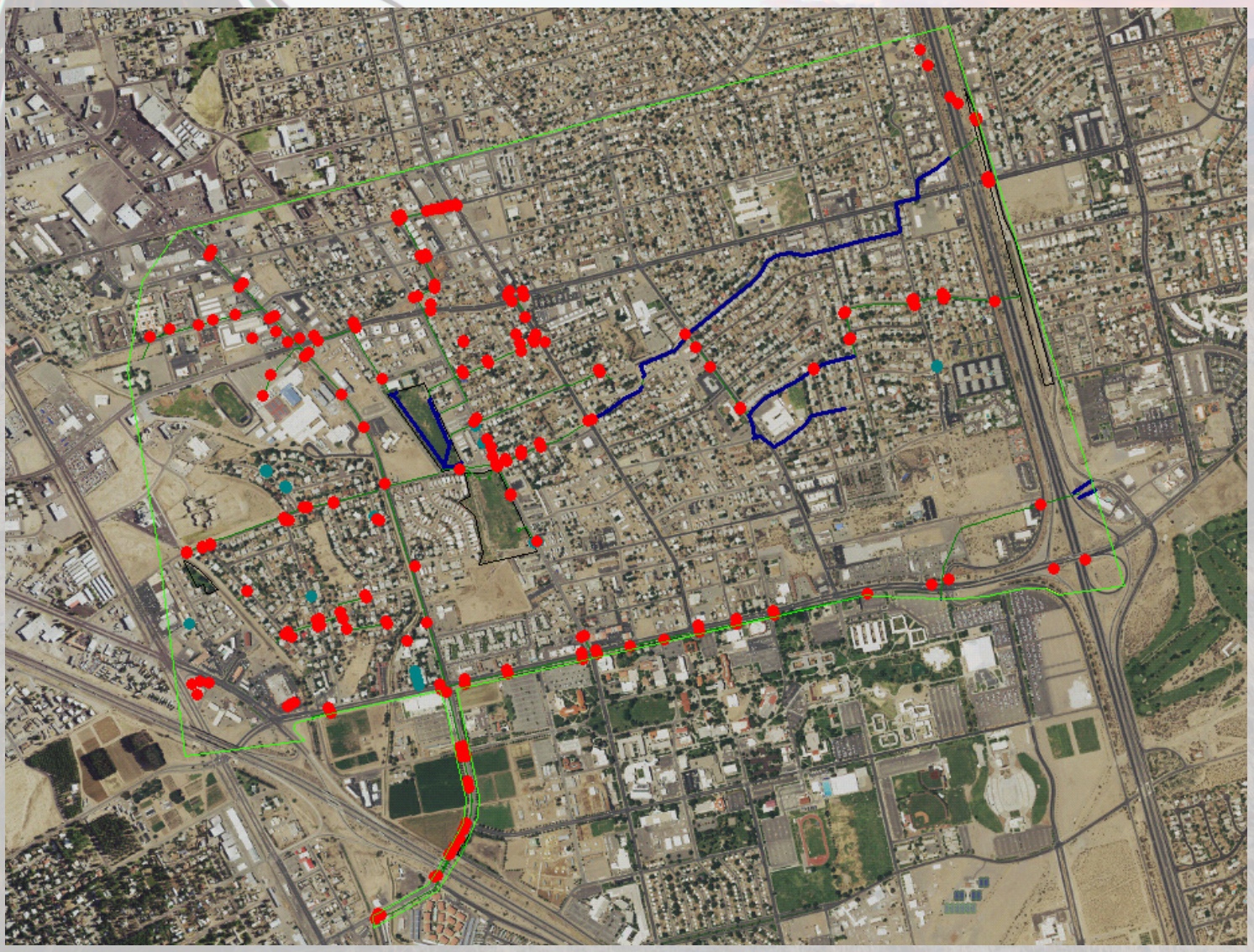
- **Reconstruct Runway 10-28** This project included reconstruction from 20,000-pound to 90,000-pound dual-wheel gear pavement strength, a new runway lighting system, new PAPI and REILs, and the temporary conversion of a taxiway to a runway during the construction period (the Jetport has a single runway). The construction was a FY 2019 project through the FAA and NMAD along with Capital Outlay funding. The design included two pavement material options: hot mix asphalt and concrete. The construction was completed under two contracts. The first was to convert the parallel taxiway to a temporary runway; the second was the reconstruction and the conversion of the temporary runway back to the taxiway. The work was completed on time and within budget.
- **Jetport Master Plan** The Master Plan, with approval of the ALP, followed the FAA process for planning. An air cargo study component was added after the original scope was negotiated as all parties (FAA, NMAD, County) realized the benefit of examining the potential for multi-modal operations at the Jetport to include air cargo operations. A second runway and upgrade of the Airport Reference Code was justified in the Master Plan Update. A second updated air cargo study for 737/757 sized aircraft has recently been completed (April 2023 BOCC presentation) as the Jetport has signed a lease with an air cargo operator to initially operate 737 aircraft at the Jetport.
- **Construct Taxiway D** Taxiway D at the Jetport will open an area for further development. The design addressed the tie-in to Taxiway A, including the installation of an electrical duct and taxiway edge lights, and a tie to an existing apron. The contract documents reflect the Doña Ana County specific construction SWPPP requirements, which, in turn, required a FAA Modification of Standards submittal. Design costs were controlled with a detailed scope of work and adherence to our internal processes. Construction costs were controlled by reviewing any Requests for Information (RFIs), having a knowledgeable on-site owner's representative, and maintaining communication between the owner, engineer, and contractor.

ADDITIONAL PROJECT EXPERIENCE WITH THE CITY OF LAS CRUCES

STORM DRAIN INVENTORY, PH. IV | CITY OF LAS CRUCES

This multi-phase project has focused on the creation of asset management data, procedures, and best practice for a survey-accurate geospatial storm water data framework to support future planning, prioritization, maintenance, funding, and general asset management within a GIS-enabled database. Tasks completed include:

- Loading existing storm water GIS features and attributes onto field survey data collectors for high accuracy mobile field inventory and data collection.
- Coordinating with City staff on GIS feature schema refinement phase prior to field data collection to ensure appropriate attribution and feature collection compatibility with the ArcGIS Local Government Information Model (LGIM).
- Using modern Extract, Transform and Load (ETL) workflows through FME® to facilitate field-to-office data management, quality assurance, and delivery.
- Performing research when necessary to make appropriate storm water line connections or to populate attribution from historic storm water utility system record drawings and as-built sheets in PDF format.
- Applying survey-grade RTK GPS survey methodology to collect all visible above-ground storm drain utility features of interest, such as manholes, inlets, etc.
- Field opening manholes to survey pipe number, location, and condition assessment for analysis and development of storm water network.
- Integrating or connecting all field-survey-grade 3D feature-based storm water data to ensure topologically connected GIS network.



CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1&2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Bohannan Huston, Inc.

425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88011

Authorized Signature
Matthew Thompson, PE
Typed or Printed Name
Senior Vice President
Title
mthompson@bhinc.com
Email Address

Telephone number 575.532.8670 Fax number 575.532.8680

NM Tax & Revenue Dept. CRS # 01-503914-005

Current NM Secretary of State Business ID # 0605881 (corporations only)

Current CLC Business Registration # 1655 (respondents located in Las Cruces only)

Federal I.D. number 85-0202170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE AND CITY RESIDENT BUSINESS INFORMATION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **BOHANNAN-HUSTON, INC.**

DBA: **BOHANNAN-HUSTON, INC.**
7500 JEFFERSON ST NE
ALBUQUERQUE, NM 87109-4338

Expires: **16-Nov-2026**

Certificate Number:

L0937286256

Stephanie Sharolin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 1

Type
Business Registration License - PROFESSIONAL SERVICE

Number
1655-22-

Issue Date
12/01/2022

Expires
1/31/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Bohannan-Huston, INc.

425 S TELSHOR Blvd
STE C-103
Las Cruces. NM 88011

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Bohannan Huston, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

BOHANNAN HUSTON, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "C"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Cobb, Fendley & Associates,Inc., of 3820 Academy Parkway North NE, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Cobb, Fendley & Associates,Inc. 3820 Academy Parkway North NE Albuquerque, NM 87109 ATTENTION: Sean Wolfe

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

COBB, FENDLEY & ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Cobb, Fendley & Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 340.00
2	Project Engineer/Project Manager	$ 284.00
3	Senior Engineer	$ 258.00
4	Design Engineer	$ 185.00
5	Engineer Intern	$ 130.00
6	Engineering Technician	$ 152.00
7	Drafting Technician	$ 134.00
8	Survey Crew**	$ 128.00
9	Construction Inspector/Observer	$ 160.00
10	Administrative/Clerical	$ 98.00
11	Field Testing and Investigations	$ 134.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%

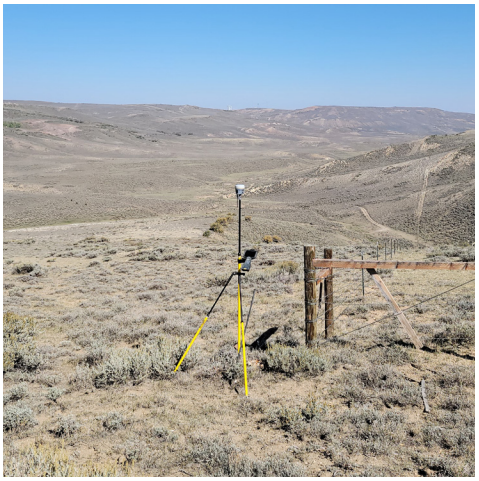
ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15; Up to 11”x17”
16	Color Copies (per copy)	$ 1.50; Up to 11”x17”
17	Prints 24x36 (per sheet)	$ 3.00/Sq. Ft.
18	Mylars 24x36 (per sheet)	$ 12.00
19	Photo Quality Plots (per plot)	$3.00/Sq. Ft.
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.



Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
505.508.0786 p | 505.508.0837 f
www.cobbfendley.com

Contractual Obligation, Contract Negotiation, and Primary Contact for Clarification
Sean Wolfe, PG

ELECTRONIC SUBMISSION

PROPOSAL

City of Las Cruces

Civil Engineering Services

RFP No. 23-24-050

CobbFendley

February 27, 2024 | 4:00 PM

Transmittal Letter

CobbFendley

February 27, 2024

City of Las Cruces
Bid Clerk

RE: RFP No. 23-24-050 | Civil Engineering Services

Members of the Selection Committee:

To support the City of Las Cruces (the City) in your continuing improvement of infrastructure, Cobb, Fendley & Associates, Inc. (CobbFendley) has assembled an exemplary and comprehensive team of professionals who combine a diverse base of experience with the appropriate depth of expertise. With an experienced, proactive Project Manager, a strategic and dedicated project team, and a deep commitment to the communities we serve, we feel that we have prepared a proposal that will meet and exceed your needs.

PROJECT LEADERSHIP. Our Project Manager, Chris Almy, PE, is a dedicated, qualified engineer focused on managing your projects to successful completion. As a current resident of Las Cruces, he is immediately available to respond to the City's project needs. Mr. Almy has experience working on similar projects and will work with the City to meet expectations and goals to enable project success. He holds not only the technical knowledge to serve the City, but also the experience to understand the nontechnical, public challenges that potentially surround civil engineering projects. Mr. Almy will be integrally involved in the design, development, bidding, and construction of projects.

PROJECT TEAM. The proposed team consists of specialized professionals in the field of civil engineering. Our firm's experience with multiple disciplines provides a business model that is designed to provide comprehensive design services. Details of key staff are provided throughout our proposal. The CobbFendley team is supported by local design engineers from CobbFendley's Mountain Region offices to provide additional resources for larger or quick-turnaround projects or multiple work orders. Additionally, CobbFendley has included the following subconsultant as part of the team to add additional strength and experience in supporting disciplines.

- **Armstrong Consultants (Armstrong)** – Airport Facilities Design Services

COMMITMENT. The project team proposed in this proposal has exhibited a history of dedication and commitment to the communities where we work. Members of this team have lived and worked in and around New Mexico for the entirety of their careers and have come to appreciate and understand the character and the uniqueness of New Mexico.

VALUE ENGINEERING. The CobbFendley team sees every project as an opportunity to save the City money. Through our in-house utility coordination, subsurface utility exploration, surveying, and utility design teams, CobbFendley routinely looks for value-engineering solutions to reduce costs and maximize benefit to the community during design and construction. Our goal is to deliver comprehensive design plans with executable options and cost-saving recommendations that will benefit the City and your end users. We look forward to the opportunity to further discuss our process, planning methodology, and project approach with you and your staff.

As the Senior Vice President, Region Manager, and person authorized to contractually obligate the firm, I, Sean Wolfe, PG, acknowledge receipt of all Amendments associated with this solicitation. We appreciate your time and consideration of CobbFendley's proposal and look forward to working with the City of Las Cruces to provide Civil Engineering Services.

Sincerely,

Cobb, Fendley & Associates, Inc.

Sean Wolfe

Sean Wolfe, PG
Region Manager | Senior Vice President

TABLE OF CONTENTS

RFP Compliance Declaration ..... page A

New Mexico Resident Business Certificate ..... page B

Evaluation Criteria No. 1 (Technical Approach) ..... page 1

Evaluation Criteria No. 2 (Qualifications/Competence) ..... page 8

Evaluation Criteria No. 3 (Performance of the Firm) ..... page 13

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Cobb, Fendley & Associates, Inc.

3820 Academy Parkway North NE

Albuquerque, New Mexico 87109

Sean Wolfe
Authorized Signature

Sean Wolfe, PG
Typed or Printed Name

Senior Vice President | Mountain Region Manager
Title

swolfe@cobbfendley.com
Email Address

Telephone number 505.508.0786 Fax number 505.508.0837

NM Tax & Revenue Dept. CRS # 03125149008

Current NM Secretary of State Business ID # 2971430 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 742192879 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **COBB, FENDLEY & ASSOCIATES, INC.**

DBA: **COBBFENDLEY**
13430 NORTHWEST FWY STE 1100
HOUSTON, TX 77040-6153

Expires: **27-Dec-2025**

Certificate Number:

L0387987568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

From Concept to Completion

A. TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES

CobbFendley and our teaming partners are uniquely qualified to address any civil engineering project tasked by the City. CobbFendley has successfully completed civil engineering projects for over 43 years, including numerous projects for cities and similar municipalities charged with providing safe and reliable transportation, drainage, and utility infrastructure. **CobbFendley also has the unique characteristic of providing in-house surveying, subsurface utility exploration, utility coordination (UC), and right-of-way (ROW) acquisition to complement our civil engineering design capabilities.**

Our Mountain Region offices enjoy access to the resources of the entire 630+ person firm so we can scale our operations to meet client needs. Our breadth of capabilities adds value to our ability to respond to the specific demands of each project and allows us to adjust the team as the project progresses, in consultation with the City.

CobbFendley has assembled a highly qualified and experienced team of professionals and technical support staff to serve the City's mission. Our team has extensive experience related to municipal infrastructure design with an emphasis on sustainable solutions applicable to the environment of southern New Mexico.

Beyond practical and environmentally conscious design approaches, we are also very familiar with regulatory requirements stipulated by the Multiple Separate Storm Sewer System (MS4) program, the National Environmental Policy Act (NEPA), and United States Army Corps of Engineers (USACE) Clean Water Act compliance requirements. By blending our technical competence and experience with a holistic approach to addressing southern New Mexico's unique arid hydrology and erosive soil conditions, CobbFendley can address and solve the City's infrastructure challenges.

PROJECT LEADERSHIP. As described in more detail in the subsequent section, **our team will be led by Project Manager Mr. Chris Almy, PE.** He has a proven track record of coordinating with City personnel in the development of scope of work, budget, and schedule that meets project goals. Mr. Almy's role on the City of Las Cruces' Professional Services contract will be to set deadlines, assign responsibilities and monitor/summarize progress of project. He will oversee project objectives and deliverables and will serve as liaison between the project team and the City staff.

CobbFendley's Project Principal / QA/QC Reviewer will be Mountain Region Municipal Department Manager Mr. Brad Sumrall, PE, who has designed, managed, and supervised New Mexico projects for over 31 years. As Project Principal, Mr. Sumrall will provide senior leadership and guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

INTERFACE WITH THE CITY. The City of Las Cruces staff will be an integral part of our project team and will be included in all specific project assessments and key decisions. Project Manager, Mr. Almy is dedicated to accomplishing the City's objectives. He understands the importance of well-timed coordination with the appropriate City personnel and welcomes your valuable input. **Mr. Almy is a Las Cruces resident and will be available for regular in-person or virtual progress and coordination meetings, as well as emergency meetings as required.** It is our custom to have meetings when they are necessary to accomplish project objectives. We will provide meeting agendas and minutes. In addition to coordination meetings, CobbFendley will provide weekly or bi-weekly project progress updates to keep City staff informed on project progress, upcoming planned activities, needs from the City, and outstanding challenges.

COST-EFFECTIVE DESIGN AND CONSTRUCTION. We understand that our job as a consultant is to provide the City of Las Cruces with cost-effective solutions and designs to meet the City's needs. CobbFendley will define the approach to the plans and contract documents, as well as the specific techniques that could be implemented in construction. A few examples to be considered and studied during the design phase include:

- Alternate pavement types and/or temporary pavement
- Temporary striping (for travel lanes and bike lanes)
- Recycled base, water quality control choices (rain gardens, sedimentation/filtration ponds, and vegetative filter strips)
- Storm sewer versus roadside ditches (in rural areas)

Although this list is not complete, each solution may impact projects differently with respect to public acceptance, construction schedule, and project costs. CobbFendley evaluates these to develop cost-effective, feasible options, while promoting the health, safety, and welfare of the public. We maintain an extensive library of record bids for a variety of

Evaluation Criteria No. 1 (Technical Approach)

projects and site conditions for use in developing unit prices. We also have professionals on staff with a construction background who maintain a network of resources to provide pricing based on current market costs. CobbFendley will coordinate with contractors and suppliers with experience on projects similar in size and scope to validate the estimate based on current construction rates and project challenges. Impacts to the market supply chain, such as weather, increasing costs of raw materials and local construction costs, or oil market shifts will be considered when developing construction cost estimates.

QA/QC PROGRAM. Last minute rework due to poor communication is one of the most common sources of errors. Communication will start with sharing the scope of work with all personnel directly involved in the design of the project. The Engineering and Production Teams will have the tools to do their best work if they understand the overall goal of the project and how their work affects other disciplines. The communication continues with informal checks and visits to the designers by the Team Lead and the Subcategory Leads. This gives the designer a chance to ask questions and an opportunity for the manager to see that the design is proceeding in the direction intended. In addition, prior to each submittal to the City, a formal internal review will be conducted by a senior engineer following CobbFendley's established QC protocol.

QA / QC Procedure
Production Team ✓ Produces exceptional quality work following firm / client standards for quality and compliance
Team Task Leaders ✓ Produce exceptional work ✓ Verify compliance with firm / client standards ✓ Implement project Quality Control Plans
Project Manager ✓ Coordinates QA/QC activities, meetings, and schedule ✓ Overall project responsibility ✓ Provides high-level technical review
Technical Reviewer ✓ Provides detailed technical review ✓ Gives feedback to QA/QC Manager for follow-up
QA/QC Manager ✓ Directs QA/QC activities ✓ Review QA/QC Plans ✓ Back-checks calculations and standards compliance
Project Principal ✓ Provides final review of overall project ✓ Provides resources to implement QA/QC procedures

Our markup and review process includes the initial review, but also emphasizes the need to backcheck the comments and coordinate with the Engineering and Production Teams, then verify that comments were addressed before releasing the plans for City submittal. The time for this will be built into the project schedule. Comments will be addressed prior to the formal submittal to the City. As comments are received from the City and other reviewing agencies, if applicable, we will clarify conflicting or unclear comments and a backcheck of those comments will be incorporated into the next internal review.

Constructability reviews will also be conducted at regular intervals during the design process. These will be conducted by subject matter experts and managed by Project Principal / QA/QC Reviewer Mr. Brad Sumrall, PE, who will not only look for issues with the construction phasing such as drainage, staging, adequate room for traffic, temporary shoring and the type of traffic control required; but will also look for ways to reduce the cost of the project, the methods of material measurement and payment, the types of pavement, and other options will be examined to determine if there are more efficient methods or less costly materials that will provide the same quality product.

SUBCONSULTANT ROLE IN MANAGEMENT STRUCTURE. Our team is comprised of CobbFendley staff and subconsultants to form a cohesive design team. We have strategically selected subconsultants that have worked previously with our staff; thus, the level of expectation is known and allows our team to work seamlessly and efficiently from day one. Assignments to subconsultants will involve the development of a detailed scope of work, budget, procedures, and design schedules that assimilate into the overall project scope.

B. MAJOR TASKS TO BE ACCOMPLISHED

CobbFendley's experience with multiple on-call contracts and a variety of City engineering services has resulted in the development of the tools and skills needed to develop an approach to managing the scope, schedule, and resource needs for specific projects. With each project assignment, Mr. Almy will provide a detailed scope of services tailored specifically to the subject project. As the work plans will differ for various types of projects in each category anticipated under this contract, we have developed a five-phase project work plan that can and will be easily adaptable for each project. Having this base work plan and templates established to develop person-hour estimates, along with Project Manager Chris Almy's extensive experience with engineering design projects in the Dona Ana County and Las Cruces areas,

Evaluation Criteria No. 1 (Technical Approach)

provides our team a framework for quick understanding and turn-around of project scopes and estimates.

Our team will approach, develop, and manage assigned projects with the **five-phase work plan** *outlined below*, applying our experience and knowledge of various challenges for each type of project as outlined in the pages to follow.

FIVE-PHASE WORK PLAN

PHASE 1 - PROJECT SCOPING AND PLANNING

- Meet with the City staff to understand project intent, limitations, opportunities, staff requirements, design criteria, prioritization of project scope, stakeholders, and schedule
- Develop draft scope
- Present and negotiate scope with City staff
- Develop fee and schedule

PHASE 2 - PRELIMINARY ENGINEERING AND DESIGN

Preliminary Phase:

- Fact-Finding – conduct field investigations, perform existing utility research, identify environmental constraints, evaluate alternative materials and construction methods, and identify permitting requirements
- Conduct preliminary meetings with other permitting agencies and stakeholders
- Identify and analyze alternatives
- Develop preliminary construction cost estimates, sequencing, and schedule
- Identify preliminary ROW requirements
- Develop preliminary design layouts and calculations
- Present findings and recommendations to the City

Design Phase:

- Conduct surveying to determine existing field conditions and assess right-of-entry, as needed
- Conduct subsurface utility exploration investigations, as needed
- Perform geotechnical and/or environmental studies, as needed
- Develop 30% detail construction plans
- Coordinate with utility owners and other permitting agencies
- Prepare executive summaries addressing H&H studies, scour analysis, modeling, traffic studies, roadway design, site drainage and grading, water/wastewater routing, sizing, material types, pump/lift station/tank site location, sizing, etc., as applicable
- Develop 60% detail construction plans and prepare special specifications
- Prepare construction cost estimate, project sequencing, and schedule
- Develop 90% detail construction plans and prepare bid documents
- Prepare Contractor qualification requirements
- Prepare final permits for construction as needed (USACE, NMDOT, Railway, etc.)
- Develop 100% detail construction plans and prepare final project manual for bidding

PHASE 3 - BID PHASE

- Provide construction plans and project manual for distribution
- Conduct a pre-bid conference
- Respond to Contractors' pre-bid inquiries
- Issue addenda, as necessary
- Attend bid opening
- Analyze bid tabs
- Check Contractor references
- Provide recommendation of award
- Assist in execution of contracts

PHASE 4 - CONSTRUCTION ADMINISTRATION PHASE

- Issue conformed documents
- Conduct pre-construction conference
- Conduct periodic site visits to review progress and character of the work
- Review and make recommendations regarding Contractor pay estimates
- Review and make recommendations regarding Requests for Information (RFIs)
- Review and make recommendations regarding shop drawing submittals
- Review and make recommendations regarding Change Orders
- Interpret plans, specifications, and contract documents as required
- Conduct final walk through and punch list
- Prepare record drawings
- Prepare engineer's concurrence letter certifying that the project was constructed in accordance with approved plans and specifications
- Assist the City with contract close-out

PHASE 5 - WARRANTY PHASE

- Conduct 11-month walk through and punch list
- Coordinate with the City and the Contractor to correct project deficiencies, if encountered

Evaluation Criteria No. 1 (Technical Approach)

C. DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK

CobbFendley has full, in-house civil engineering design capabilities, from the planning phases through plan production to project construction. Our capabilities include all the core areas of general civil engineering, surveying, hydrologic analysis and hydraulic design, roadway design, and additional support services such as surveying and subsurface utility exploration, among others. As a full-service civil engineering firm with a complement of extremely qualified teaming partners, CobbFendley brings the technical skills, experience, relationships and problem-solving ability to address the City's needs. We firmly believe that the most effective solution is carefully thought out in cooperation with our client which avoids lost opportunities to capitalize on efficient, cost-effective, and sustainable solutions.

TRANSPORTATION FACILITIES DESIGN. CobbFendley's transportation engineering experience includes new construction, pavement rehabilitation, street widening, and complete reconstruction projects for rural municipalities and NMDOT. Many transportation projects will also include design and rehabilitation of the stormwater collection system, replacement of the municipal water and wastewater lines, relocation of franchise utilities, and pedestrian improvements, such as landscaping, sidewalks, access ramps, and street lighting.

Our roadway engineers provide an array of services to improve all types of surface transportation systems including city streets, county roads, highways, tollways, and transit facilities in rural settings. From the initial studies and planning phases to the final construction administration, CobbFendley has experience providing the anticipated roadway design services for this contract:

- Complete Design Packages
- Route Studies and Schematic Design
- ADA Compliant Pedestrian and Bicycle Facilities Design that meets the requirements of NMDOT PROWAG and FHWA Standards
- Roadway Design
- Constructability and Safety Reviews
- Pavement Design/Rehabilitation
- Public Involvement
- Feasibility Studies

CobbFendley has extensive DOT experience, specifically using Bentley OpenRoads, and will incorporate the City's standards/specifications when designing roadway projects. Our project manager was recently certified to support and comply with the NMDOT Tribal/Local Program Authority requirements to leverage Federally funded projects.

STORM DRAIN DESIGN. CobbFendley has experience with a multitude of stormwater, environmental, and erosion control projects, as part of larger utility and roadway projects and as standalone projects. The CobbFendley team is familiar with agency coordination (FEMA, USACE, EPA, NMED, NMDOT), design requirements, and permitting, and will deliver projects that are in compliance with local, state, and federal regulations.

CobbFendley uses design software such as 2D XP-SWMM, HEC-RAS, HEC-HMS, StormCAD, and GeoPak to perform drainage analysis. The project team will gather essential field data and develop a preliminary plan for review, collect feedback from City staff and prepare a report with recommendations and implementation schedule, prepare construction plans for drainage improvements, and make presentations to City staff, City Council and/or the public, as necessary. Our drainage analysis and design services include:

- Storm Sewer System Design
- Roadside Ditch Design
- Channel Design
- Culvert Design
- Detention Pond Design
- Water Quality Control Design
- 1D and 2D HEC-RAS/HEC-HMS Modeling
- 1D and 2D XP-SWMM Modeling

UTILITY DESIGN. CobbFendley has engineered numerous natural gas, water, wastewater, and natural gas improvement projects for public and private clients. Our team has assisted many municipalities and utility districts with the design and construction of water system upgrades, including new and rehabilitation of water lines, ground and elevated water storage tanks, water plant design, rehabilitation, and expansion (potable and reclaimed), water supply wells, water distribution system design, water system modeling, water quality analysis, pump stations, elevated storage tank design and rehabilitations, and ground storage tank design. Our team also has extensive experience in wastewater infrastructure design and evaluation, including wastewater treatment plant design, rehabilitation, and expansion, gravity sewer collection system rehabilitation assessment and design, wastewater system analysis, force main design and rehabilitation, lift stations, wastewater pump stations, outfall permitting, and renewing and amending treatment plant permits. CobbFendley has extensive expertise in all engineering aspects of gas transmission

Evaluation Criteria No. 1 (Technical Approach)

pipeline and distribution engineering, including design of transmission pipeline, distribution gas mains, Horizontal Direction Drills (HDDs), regulator stations, meter stations, mainline valves, odorizers, compressor stations, and other gas infrastructure.

Our expertise also includes impact fee studies, CIP planning studies, feasibility studies, and forensic investigations. Our team is experienced in open-cut trenching, as well as various trenchless construction technologies, including conventional bore and jack, tunnel boring, horizontal direction drilling, sliplining, CIPP, and pipe bursting. We are familiar with the agency coordination (NMED, EPA), design requirements, and permitting required for gas, water, and wastewater projects. CobbFendley's expertise affirms that projects are in compliance with all local, state, and federal regulations.

SITE DEVELOPMENT DESIGN. CobbFendley has been involved in hundreds of private, commercial and government site development design and development projects. This experience provides us the expertise to be able to provide the City with any site development design (grading and drainage) or plan review services for new buildings, parking lots, driveways, water, wastewater, or stormwater facilities and drainage and/or water quality detention facilities.

SUBSURFACE UTILITY EXPLORATION. In addition to identifying public utilities based on records and/or surface features, CobbFendley also has extensive experience performing subsurface utility exploration Quality Levels B and A (in accordance with ASCE Standard Guideline for Investigating and Documenting Existing Utilities, ASCE/ UESI/CI 38-22) throughout the surrounding areas. As design progresses past 30% CobbFendley has the capability to upgrade the quality of the utility information by performing field designating/locating (Quality Level B) activities and mapping these field verified utilities to the project control datum. With this more accurate utility information (horizontal accuracy to ±1 foot), the design team can make minor adjustments to avoid costly relocations and possible schedule delays. After 60% design and utilizing a utility conflict list identifying potential vertical conflict locations, CobbFendley can again upgrade the utility quality information by performing utility test holes (Quality Level A) at critical locations.

CobbFendley's work history was built on private utility relocations. Our utility engineering capabilities are marked by strong relationships with local utility owners, former DOT/private utility company staff, and in-house utility specialists available to mobilize quickly. When planning begins on infrastructure projects, inaccessible or incomplete records of utility facilities can complicate the design process. CobbFendley's UC and subsurface utility exploration services are key tools for setting up communication lines among the involved organizations and identifying potential conflicts.

- Non-destructive Vacuum Excavation
- Radio Detection Utility Line Field Investigation
- Video Inspection of Underground Facilities
- GIS Compatibility
- Mapping of Gravity Sewer Pipes
- 3D Design Modeling and Visualization

CONSTRUCTION CONTRACT ADMINISTRATION. Our staff has worked on public and private sector construction projects ranging from underground utilities and communication systems, streets and highways, bridges and grade separations, elevated and ground storage water tanks, stormwater pump and sanitary lift stations, water and wastewater treatment facilities, stormwater detention facilities and outfall channels.

CobbFendley can provide any level of service to meet the City's needs, including the following:

Management:

- Pre-Construction Meetings
- Construction Administration
- Scheduling and Cost Control
- Change Order Evaluation,
- Negotiation and Implementation
- Dispute Resolution/Claims Evaluation
- Project Closeout and Certificates of Completion
- Warranty and Maintenance Bond Monitoring

Inspection:

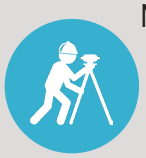
- Site Observation/Inspection
- Observation and Documentation
- Existing Asset Condition Assessments
- Quality Assurance
- Substantial completion and punch list
- Final completion

Review:

- Constructability Plans
- Contract Documents
- Submittals
- Material Certifications
- Shop Drawings
- Pay Applications
- Requests for Information (RFIs)
- Traffic Control Plan
- Evaluation and Conformance

Evaluation Criteria No. 1 (Technical Approach)

CobbFendley provides experienced Construction Management staff and resources, serving as our municipal client's agent and a single point-of-contact throughout each project's life. We pride ourselves in taking a hands-on approach, while maintaining responsibility for all aspects of construction activities involved. Success of the construction management project is driven by CobbFendley having open lines of communication with the City, Design Engineer, and Contractor, while monitoring the project schedule's critical path, thereby allowing tasks to remain on time and within budget, while maintaining the level of quality.



LAND SURVEYING ACTIVITIES. CobbFendley's survey experience includes thousands of projects for clients throughout New Mexico. Our experience includes land title, boundary, topographic, tree, horizontal and vertical control networks, engineering design, American Land Title Association (ALTA), construction staking, and utility surveys. We use innovative techniques including aerial photogrammetry, ground-based laser scanning, rapid static and static GPS, and electronic field books to provide our clients with cost-effective solutions to their surveying requirements. Our team is experienced in using TMOSS and is also able to provide the City with specialized 3D mapping services, including terrestrial, aerial, and mobile LiDAR, photogrammetry, and drone-based aerial imagery.

CobbFendley's survey team has provided survey support for multiple highway design projects, utility corridor projects, private development projects, and various on-call projects in multiple municipalities and utility districts. Our team uses innovative ideas along with cutting edge survey equipment to keep project budgets on task while still providing accurate survey information. For PS&E purposes, GIS can define a roadway network (spatial data that graphically represents the geometry of the roadways, i.e., an electronic map) and its geographically referenced component attributes (road, bridge, and highway data, etc.). Our surveying services include:

- 3D LiDAR Scanning (Terrestrial, Mobile and Aerial)
- UAS/Drone Services
- Construction Staking
- Land Title
- Boundary Surveys
- ROW Surveys / Easement Descriptions
- Subdivision Platting
- Route and GPS Surveys
- Topographic/Tree Surveys
- Channel Cross-Sections and Profiles
- As-Built Surveys
- Design Surveys
- Project/Primary Control Surveys
- Horizontal/Vertical Control Networks
- American Land Title Association (ALTA)

PREPARATION OF DRAINAGE REPORTS AND FEMA FLOOD STUDIES. Flood control is an important part of ensuring the safety of a community. Our team includes Certified Floodplain Managers who are accomplished hydraulic analysts with direct applicable experience preparing and completing Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) submittals. Our projects range from evaluating existing floodplains, to demonstrating design impacts that modify floodplains for residential and commercial development. Our modeling capabilities include:

- 1D and 2D HEC-RAS/HEC-HMS Modeling
- 1D and 2D InfoWorks ICM Modeling
- 1D and 2D XP-SWMM Modeling

AIRPORT FACILITIES DESIGN. To verify continuity of project objectives, CobbFendley has included Armstrong on our team to lead airport facilities design services. Armstrong specializes exclusively in airports and typically completes 30 to 40 FAA Airport Improvement Program (AIP) funded planning, design and construction administration projects each year. The annual AIP process begins with Aviation Capital Improvement Program (ACIP) meetings, where the City will identify the projects they would like to see over the next five years and identify their top priority for the following year. Once completed, the ACIP is printed, signed, and forwarded to the FAA for the file.

After the ACIP meeting, the next deadline is for environmental clearance. Every FAA-funded project must be cleared for environmental concerns before a grant is issued. Armstrong will prepare the documentation and send it to the City for review and signature. Once the document is executed, Armstrong will forward the document to the FAA and get concurrence to proceed. The projects identified on the ACIP should be cleared environmentally via a Categorical Exclusion though the Environmental Protection Specialist and the FAA may require cultural and biological investigations done to ensure nothing of significance is found.

The next step in this process is submitting the grant application, which must be submitted to the FAA before the end of the calendar year. Armstrong will prepare each grant application for the City to expedite the signing and submission to the FAA. At the design phase, the project proceeds with project formulation, the scope of work is finalized, the project proceeds to initial design phase, and then the final design phase.

Evaluation Criteria No. 1 (Technical Approach)

After design is complete, the project enters the construction phase. Armstrong will coordinate with CobbFendley to establish a contract and facilitate the NTP. After NTP, Armstrong will administer construction administration and inspection duties. Armstrong will monitor construction progress to verify that contractors are constructing the project as intended. Once construction is complete, Armstrong will conduct a final inspection, then assist the City in closing out the project.

EXPERT WITNESS. Professional Engineers of CobbFendley and our teaming partners have the technical expertise to provide expert witness testimony for the City. Senior personnel have provided expert witness support related to judicial actions and routinely provide public outreach support when required. Mr. Martinez of Zia has also provided expert witness testimony for projects related to groundwater and soils contamination and has supported several clients in depositions and expert witness roles related to environmental compliance and drainage issues.

PROJECT MANAGEMENT. Project Manager Mr. Chris Almy, PE, will develop a Project Management Plan (PMP) to provide all team members with a single document of relevant project information. The PMP includes the scope of work, team member roles (internal and subcontractors), budgets, design schedule, QA/QC Plan, Risk Management Matrix, Change Management Plan, Issue Log, guidelines for design file management, and invoicing requirements. Having these plans in place makes us better prepared to keep focused on the big picture goals and ready to handle unforeseen circumstances, which could surface during project development.

CONSTRUCTION INSPECTION. CobbFendley maintains a dedicated Construction Management Department with more than 100 years of combined construction observation and inspection experience. We have 19 construction inspectors highly experienced in managing various construction phase services, including pre-construction meetings, public meetings, Contractor requests for information, change orders, Contractor invoice approval, construction site visits, and preparation of record drawings once the project is complete. They are available to provide services on a wide variety of public works projects, including utility, roadway, and drainage. Our highly qualified inspectors have been well trained and are certified in a wide variety of categories. These categories include, but are not limited to, American Concrete Institute (ACI) and Associated Contractors of New Mexico Transportation Technician Training and Certification Program (TTCP).

D. PROPOSED PROJECT SCHEDULE

The CobbFendley team believes the schedule is one of the most important factors in project success. The schedule will establish milestones for deliverables and allow the City to provide input on project timelines. Our history of completing deliverables on schedule is one of the many results of our project success over the years. CobbFendley commits to meeting the schedule deadlines that will be developed in the scoping phase and is dedicated to meeting the timelines contained in the contract documents and included as part of the initial project development with the City's Project Manager. Our Project Manager, Mr. Almy, will develop a detailed production and coordination schedule at the onset of the project, including bid and construction phase services. The schedule will include resource allocations to determine the required commitments of team members to meet the schedule. In the event of necessary schedule recovery (or should the City decide to expedite the design process), the CobbFendley team is nimble and responsive and has the ability to pull additional resources from the deep Company team to meet design schedules. Our Project Principal, Mr. Sumrall, is committed to the success of City of Las Cruces projects and will assign resources as required to meet project schedules.

The following project schedule represents sample activities proposed that will be accomplished by the CobbFendley Team. A schedule for individual task orders issued will be developed upon notice to proceed. Schedules can be expedited when needed due to CobbFendley's depth of staff and our ability to self-perform requested services. Our lean team structure equates to simplified management, coordination, and quality control.

Sample Project Schedule	Week 1	Week 2	Week 3	Week 4
Receive Notice to Proceed from the City	★			
Hold Kick-Off Meeting, Develop Project Schedule	■			
Field Work		■		
Deliverable Preparation			■	
Review and Certification				■
Coordination Between the City and CobbFendley	■	■	■	■

Evaluation Criteria No. 2 (Qualifications/Competence)

ABOUT THE FIRM

CobbFendley was founded on April 1, 1980, and is an employee-owned consulting firm providing civil engineering and land surveying services for nearly 43 years. Our staff of more than 630 employees brings an unmatched level of expertise and experience and is committed to serving the communities where we live and work. CobbFendley's diverse team of professionals is comprised of engineers, designers, surveyors, ROW agents, utility specialists, technicians, and support personnel.

Our in-house services include road design, sidewalk and ADA design, drainage design, structural/bridge design, hydrologic and hydraulic evaluation, flood disaster protection and recovery support, traffic engineering, site design, UC and wet/dry utility design, subsurface utility exploration, surveying and mapping, and ROW acquisition, among others.

As a client-oriented firm, CobbFendley believes that the principal factor behind our nearly 43-years of success and growth is our dedication to producing quality, timely work. CobbFendley has established and will continue to maintain confidence with our clients by exhibiting sound management, offering unrivaled professional surveying experience and capabilities, producing quality products, and adhering to high standards of professional ethics using local staff committed to working in their own communities.

UNDERTAKING RESPONSIBILITIES ASSOCIATED WITH A POTENTIAL PROJECT

CobbFendley's project leadership will be supported by a qualified team of engineers and surveyors to bring a diverse array of technical expertise. The CobbFendley team will report to the Project Manager. While the Project Manager will coordinate personnel and resources needed for each assignment, the Project Principal will have the ultimate responsibility of dedicating appropriate staff to the project and coordinating their availability should additional resources be required.

PROVEN LEADERSHIP. Project Manager, Mr. Chris Almy, PE, has 17 years of civil engineering experience performing utility designs and coordinating with multiple reviewing, permitting, and funding agencies on projects throughout New Mexico. Mr. Almy is supported by engineers and experts in the fields of water supply and distribution, wastewater collection, hydraulic modeling, drainage, surveying, subsurface utility exploration, UC, land acquisition, bid administration, construction management, and other technical services. Mr. Almy will provide senior leadership and guidance to project teams overseeing delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CobbFendley's Project Principal / QA/QC Manager is Mr. Brad Sumrall, PE. Having designed infrastructure projects throughout New Mexico, Texas, California, and Utah since 1993, Mr. Sumrall has a keen understanding for the requirements to build a successful project and navigate the design, funding, and coordination processes. As Project Principal, Mr. Sumrall will provide senior leadership and guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CAPACITY TO HANDLE MULTIPLE PROJECTS. CobbFendley can address multiple projects and deliverables when competing demands occur. We facilitate clear communication and schedule requirements through a weekly meeting where all active projects are evaluated and discussed to verify that we are maintaining schedules, budgets and deliverables as described in our executed scope of work. We understand that in some cases, funding constraints and governing body expectations can sometimes require accelerated schedules and deliverables. Should such conditions arise, our project management team confers to address schedule conflicts to reallocate resources and leverage other expertise from within CobbFendley. We have successfully addressed these conditions recently due to client demands and changes in key personnel.

PROJECT BALANCING PROCESS. Our New Mexico-based engineering team successfully manages and delivers numerous projects continuously on a daily basis. Our experienced project managers work diligently to manage schedules, staff resources, and client expectations. Our project execution and design processes incorporate the following activities:

- Establish a clear definition of project objectives in collaboration with the City so that the appropriate data is collected to support a functional and sustainable design.
- Prepare a PMP to outline and define the project scope, schedule, and budget for clear enunciation of what, why, how, when, and who is involved with project execution.
- Collect required base data including topographic, ground features, existing utility information and reference reports which form the design foundation. Our thorough data collection efforts facilitate successful engineering projects by eliminating successive field visits to obtain additional data. We also strive to provide additional information to make the engineer's job easier with the objective of designing an innovative and cost-effective solution.
- Instill a "Plan the Work/Work the Plan" mindset and process. This serves to keep our team on track, the client well informed, and produces quality deliverables for the City's benefit.

Applying these practices consistently, along with clear and effective communication, allows us to balance and maintain efficient workflow and schedules while maintaining quality.

Evaluation Criteria No. 2 (Qualifications/Competence)

YOUR DEDICATED TEAM

A. NAMES OF KEY PERSONNEL ASSIGNED TO PROVIDE SERVICES

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Brad Sumrall, PE Project Principal *NM PE #14086* **Time Assigned: 25%**	• 31 years of civil engineering project management experience • Successfully delivered projects for numerous municipalities throughout the State of New Mexico	**Strengths and Qualifications:** Mr. Sumrall has 31 years of professional water resources, land reclamation, development and master planning experience. With a background in natural resource management and civil engineering, he strives to incorporate sustainable design practices into all his projects for the benefit of the environment and the end user. Specific areas of expertise include potable water and waste water conveyance and retrofit, reclamation and stabilization of disturbed land including mines, roadways and natural waterways, hydrology and hydraulics, MS4 compliance and storm water best management practice design and evaluation, and pedestrian trails. **Project Experience:** Dam Maintenance Plan, *City of Las Cruces, NM* • Master Drainage Plan, *City of Las Cruces, NM* • Calabacillas Arroyo HEC-HMS, *SSCAFCA, Rio Rancho, NM* • JP Shawver Park Handball Court, *City of El Paso, TX* • Striping Project, *City of Alamogordo, NM* • Eagle Nest Lake State Park Campground Improvements, *New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) - State Parks Division, Colfax County, NM* • Persons Access Road, *PNM, Eddy County, NM* • Infrastructure Improvements, *Pueblo of Laguna, NM* • IDIQ Contract, *Indian Health Service, Albuquerque, NM* • Pedestrian Multi-Use Trails, *Pueblo of Laguna, NM* • On-Call Statewide Drainage Bureau, *NMDOT, Statewide, NM* • Sanitary Sewer Rehabilitation, *Pueblo of Laguna, NM* • Cabezon Multi-Family Development, *JLM Financial Partners, Rio Rancho, NM* • Loop 375 Waterline Relocation, *TxDOT, El Paso Water Utilities (EPWater), El Paso, TX* • Alameda Drain Trail Master Plan, *Bernalillo County Public Works, Albuquerque, NM*
 Chris Almy, PE Project Manager / Professional Responsible for and in Direct Charge of the Work *NM PE #19120* **Time Assigned: 75%** ***Las Cruces Resident***	• 17 years of civil engineering project management experience • Experience on projects located in and surrounding Doña Ana County	**Strengths and Qualifications:** Mr. Almy has 17 years of civil engineering experience in the field of water resources. He specializes in subsurface utility exploration, UC, water supply/distribution, wastewater collection, decentralized wastewater treatment, drainage engineering, temporary erosion control, and stormwater pollution Prevention Plans (SWPPP). He has performed numerous engineering studies and prepared plans, specifications and estimates for projects throughout New Mexico. As Project Manager, Mr. Almy brings extensive experience providing technical guidance to our design teams ensuring contract compliance, delivery of scope, budget, schedule, and appropriate resource allocation. He excels in technical writing, project and team management, and agency coordination. **Project Experience:** Drainage Detention Basin, *City of Alamogordo, NM* • South Fork Arroyo Improvements, *City of Las Cruces, Dona Ana County, NM* • Striping Project, *City of Alamogordo, NM* • Vista Real Wastewater System, *Vista Real Mobile Home Community, Las Cruces, NM* • Buckeye & Iron Street Drainage Improvements, *City of Deming, NM* • Emergency Water Line Connection, *Picacho MDWCA, Dona Ana County, NM* • Johnny's Septage Facility, *Johnny's Septic Tank Company, Mesquite, NM* • F&A Septic System Design, *F&A Dairy Products Inc, Las Cruces, NM* • Market Street Drainage Study, *Town of Silver City, NM* • Wastewater Collection System Improvements, Village of Loving, NM • Berino Pond Erosion Mitigation, *Flood Commission, Dona Ana County, NM* • Ruidoso Bridges Reconstruction, *Village of Ruidoso, NM* • Water Storage System Improvements, *City of Portales, NM* • Force Main and Rockwall, *Winterhaven MDWC and SWA, Dona Ana County, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Sean Wolfe, PG Officer of the Firm Responsible for Administration of the Contract *PG #10333* **Time Assigned: 20%**	• 24 years of subsurface utility exploration and survey experience • 15 years of project management experience • 12 years of experience on projects located in Doña Ana County	**Strengths and Qualifications:** Mr. Wolfe has 24 years of experience in the subsurface utility exploration and surveying fields. As a Professional Geologist, he is uniquely suited and experienced with the geophysical equipment and techniques used in the subsurface utility exploration profession. He has completed projects for DOTs, universities, municipalities, counties, and private utilities. Mr. Wolfe has acted as Project Manager and Field Supervisor, actively participating and supervising multiple Level A and B field crews. His experience includes all levels of subsurface utility exploration activities. **Project Experience:** South Valley Drive, *City of Las Cruces, NM* • Talavera 8-inch High Pressure Gas Pipeline, *City of Las Cruces, NM* • Downtown Redevelopment Project, *City of Las Cruces, NM* • Roadrunner Parkway Extension, *City of Las Cruces, NM* • Picacho Avenue and 17th Street Intersection, *NMDOT, Las Cruces, NM* • New Mexico 188 and New Mexico 28 Corridor Study, *NMDOT, Las Cruces, NM* • New Mexico 273 McNutt Roadway Improvements, *Smith Engineering, Sunland Park, NM* • IH 25/Missouri Avenue Bridge Rehabilitation, Las Cruces • IH 25/University Avenue Phase I Services, *NMDOT, Las Cruces, NM*
 Freddie Jaramillo Subsurface Utility Exploration Lead **Time Assigned: 30%**	• 12 years of experience locating utilities using a VAC truck; has worked on projects using as-builts, utility records, and visible	**Strengths and Qualifications:** Mr. Jaramillo has 12 years of experience locating utilities using a VAC truck and radio equipment. He has worked on projects using as-builts, utility records, and visible features to designate utilities using various locate equipment such as an RD-8100, GPR, Metrotech 810, and a GEO mapper. His field experience includes creating field sketches with line types and features to hand off to Survey crews, working with pole cameras to video pipe conditions, and mapping communication manholes and sketched fiber runs for various Utility owners. Mr. Jaramillo has managed field crews to finish jobs before deadlines and under budget. **Project Experience:** Browns Farm, *City of Las Cruces, NM* • University Drive, *City of Las Cruces, NM* • Veterans Park, *City of Las Cruces, NM* • Cortez Drive, *City of Las Cruces, NM* • US 60 and 84 from 7th Street East Prince Street, *NMDOT, Clovis, NM* • On-Call Utility Locating, *University of New Mexico, Albuquerque, NM* • Re-Use Water Transmission Pipeline, *City of Rio Rancho, NM* • Boone Wastewater Interceptor Phase II, *EPWater, El Paso, TX* • US 285 Roadway Rehabilitation Phase I, *Eddy County, NM*
 Darren Leveille, PLS Surveying Lead *NM PLS #27277* **Time Assigned: 30%**	• 29 years of subsurface utility exploration and survey project management experience • Experience with high accuracy control networks, data management, data processing, boundary determination and control	**Strengths and Qualifications:** Mr. Leveille is a Senior Project Manager with 29 years of experience in working in all disciplines of the surveying and mapping industry. He has extensive experience in working with high accuracy control networks and technical aspects of data management, data processing, boundary determination, and boundary control. In his role as a Senior Project Manager, Mr. Leveille's function is to ensure that data being gathered by field staff is both accurate and within the specified project tolerances. This includes managing all field and CAD personnel associated with a project to maintain a high quality of deliverable and keeping projects within their specified budgets. **Project Experience:** 25th Street Investigation, *City of Aurora, CO* • Havana Street Improvements, *City of Aurora, CO* • Waterline Replacement, *City of Englewood, CO* • Hummingbird Circle and Ptarmigan Trail, *Tetra Tech, Town of Silverthorne, CO* • Straight Creek Drive, *Tetra Tech, Dillon Valley District, CO*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Bobby Ortiz, CST III Survey Field Coordinator *NM CST III #1100-1289* **Time Assigned: 25%**	• 32 years of survey project management experience • Successfully delivered projects for federal and state agencies and many municipalities throughout New Mexico	**Strengths and Qualifications:** Mr. Ortiz has spent 32 years in the surveying industry acting as a Project Manager on hundreds of survey projects. He has been responsible for supervising and scheduling survey field crews in the production of all types of surveys, including second and third order geodetic surveys, second and third order leveling surveys, and a variety of photogrammetric control surveys throughout New Mexico and the Southwest. He has served as a Crew Chief and Project Manager on many projects to perform control work, boundary verification, topographic surveys, property surveys, ROW surveys, and construction staking and leveling. **Project Experience:** Chula/Morgan: LPGL, *AECOM, City of Las Cruces, NM* • Technical Services, *AECOM, City of Las Cruces, NM* • Cortez Drive, *HDR, City of Las Cruces, NM* • Well 64, *DBS&A, City of Las Cruces, NM* • Dripping Springs Road Utility Mapping, *BHI, City of Las Cruces, NM* • Roadrunner Parkway Extension, *Smith Engineering, City of Las Cruces, NM* • Downtown Redevelopment Project, *Parkhill, City of Las Cruces, NM*
 Jesus Ramos, PE Construction Contract Administration Lead *NM PE #23052* **Time Assigned: 20%**	• 26 years of civil engineering experience including construction contract administration	**Strengths and Qualifications:** Mr. Ramos has 26 years of experience in civil engineering including construction contract administration. He has completed projects throughout the states of New Mexico and Texas, including projects for NMDOT, TxDOT, the City of Las Cruces, the City of El Paso, EPWater, and the Camino Real RMA. His construction experience includes complete bidding process, scheduling, field investigations, and utility management and verification. **Project Experience:** Florida Street Widening, *City of Deming, NM* • Racetrack Street and Drainage Improvements, *Luna County, NM* • Haciendas San Gabriel Unit One, *Sunland Park, NM* • Otis Water System Improvements, *Otis MDWC & SWA, Eddy County, NM* • Cody Road Pavement Rehabilitation, *City of Deming, NM* • Gold Street Pavement Rehabilitation, *City of Deming, NM*
 Tim Archibeque, PE Airport Facilities Design Lead *NM PE #23052* **Time Assigned: 40%**	• 30 years of experience in airport engineering design, preparation of construction PS&E, cost estimating, writing project design reports and final reports • Extensive grant administration experience preparing grant applications for CIPs and governmental agency coordination and requirements (FAA & NMDOT)	**Strengths and Qualifications:** Mr. Archibeque is a seasoned airport engineer that has designed, constructed, and provided QA/QC for over 200 airport CIPs. He utilizes his experience to supervise and guide his project team through each phase, ensuring compliance with all guidelines and agency requirements. As a New Mexico native with 30 years of engineering and design experience, Mr. Archibeque has an intimate understanding of the New Mexico aviation environment and has established a long-term working relationship with local, state, and federal regulatory personnel. **Project Experience:** Conceptual Development Plan, *Dona Ana County International Jetport, Santa Teresa, NM* • Las Cruces Army National Guard Readiness Center, Las Cruces International Airport, Las Cruces, NM • Taxiway A& J Construction, Airfield Pavement Maintenance, Runway Reconstruction, and Apron Rehabilitation, *Roswell Air Center, Roswell, NM* • Apron Rehabilitation, Airfield Pavement Maintenance and Pavement Preservation, Airport Parking Lot Repairs, *Deming Municipal Airport, Deming, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

B. NAME, ADDRESS, TELEPHONE NUMBER OF THE PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT

Sean Wolfe, PG | Senior Vice President | Mountain Region Manager

Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: swolfe@cobbfendley.com

SUBCONSULTANT ADDRESS, QUALIFICATIONS, AND AREAS OF RESPONSIBILITY

Armstrong

Responsible Address:
2201 Buena Vista Drive SE, Suite 204
Albuquerque, NM 87106

Phone: 505.508.2192
Fax: 303.496.1616
Email: tarchibeque@hwlochner.com

Firm Qualifications: Armstrong recently expanded their capabilities by joining the Lochner family of companies. This transformative partnership marks a pivotal moment in the firm's history and paves the way for a promising future. Armstrong has proudly served the aviation industry for over five decades, working with more than 150 airport clients and successfully completing over 3,000 CIP. Armstrong has served New Mexico's aviation community for 30 years and currently works with 20 airports in the state.

Lochner, founded in 1944, boasts a legacy of providing comprehensive planning, environmental, design, construction engineering and inspection, and ROW services. With a network of 50 offices throughout the United States, Lochner has delivered excellence in surface transportation, rail, transit, and aviation projects. Together, Lochner and Armstrong have formed a powerful National Aviation Practice that offers the City access to a broader spectrum of aviation professionals, services, and cutting-edge technology. This union allows the firm to provide an even more comprehensive suite of services, ensuring that the City's aviation projects are executed with precision and innovation.

Areas of Responsibility: Airport Engineering Facilities Design Services

C. LOCATION OF OFFICE(S) WHERE WORK WILL BE PERFORMED AND PERCENT OF WORK TO BE PERFORMED AT EACH

Albuquerque
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

% of Work Performed: 60%

El Paso
11427 Rojas Drive, Suite B
El Paso, Texas 79936

% of Work Performed: 40%

D. NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Chris Almy, PE | Project Manager | NM PE #19120

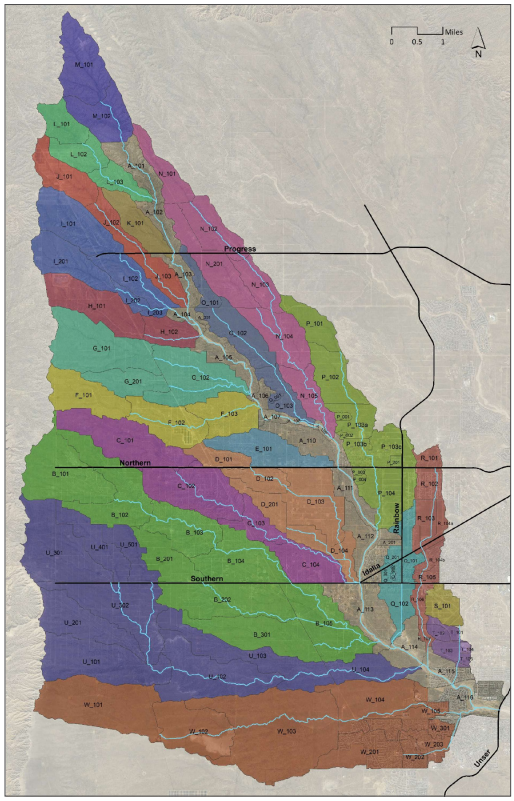
Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: calmy@cobbfendley.com

Evaluation Criteria No. 3 (Performance of the firm)

CALABACILLAS ARROYO HEC-HMS

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY (SSCAFCA) | RIO RANCHO, NEW MEXICO



Project Description: CobbFendley performed hydrologic model review and verification on behalf of the SSCAFCA through its on-call engineering services contract. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho.

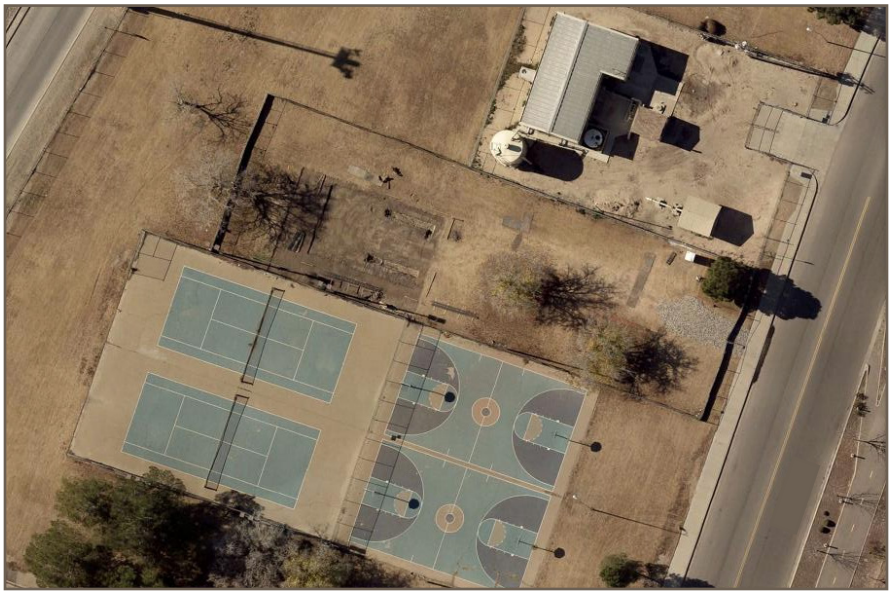
REFERENCE

SSCAFCA
Mr. Gerhard Schoener, Ph.D. | Watershed Scientist
1041 Commercial Drive SE
Rio Rancho, NM 87124
505.892.7246
gschoener@sscafca.com

A thorough review of SSCAFCA's HEC-HMS (US Army Corps of Engineers Hydrologic Engineering Center – Hydrologic Modeling System) model was performed to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included. A summary report compared and contrasted the SSCAFCA version with the parallel model created by CobbFendley as part of the verification process.

JP SHAWVER PARK HANDBALL COURT

CITY OF EL PASO | EL PASO, TEXAS



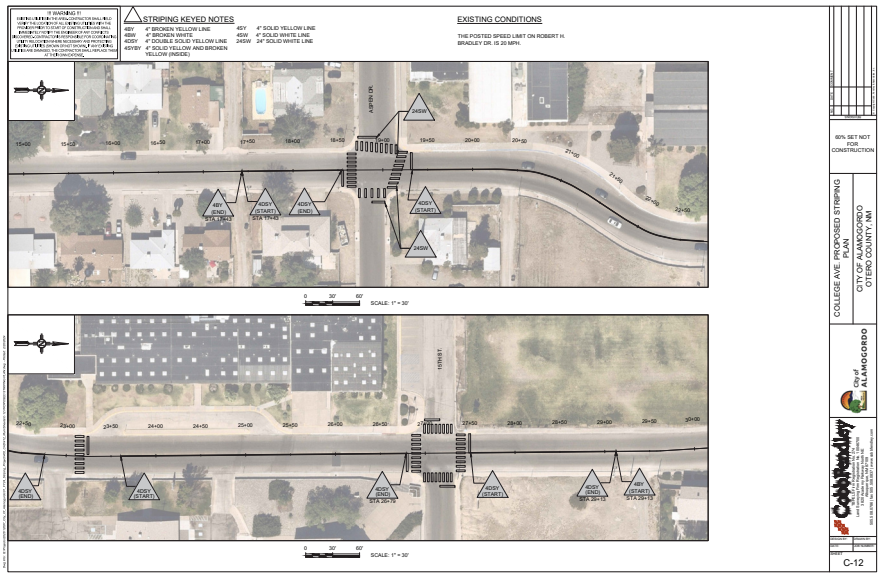
REFERENCE

CITY OF EL PASO CAPITAL IMPROVEMENT DEPARTMENT
Mr. Jesus Palma, Engineer Associate
218 N. Campbell Street, 2nd Floor
El Paso, Texas 79901
915.212.1835
palmaj@elpasotexas.gov

Project Description: CobbFendley was tasked by the City of El Paso to perform professional engineering services for the improvements of JP Shawver Handball Court Park. Key items as identified in the city description of work included a three-wall handball court system to include clearing, grubbing, grading, slab with footings, and vertical walls with footing. The design also included new ADA compliant concrete sidewalk, irrigation modifications, two new solar lights for the handball court, and soils investigation. Design analysis was performed during the design period. A topographic and improvements survey, environmental study, and SWPPP were also performed under the task. Technical specifications and an Opinion of Probable Construction Cost were performed before construction.

Evaluation Criteria No. 3 (Performance of the firm)

ALAMOGORDO STRIPING PROJECT
CITY OF ALAMOGORDO | ALAMOGORDO, NEW MEXICO



REFERENCE

CITY OF ALAMOGORDO
David Nunnelley | Utilities Director
42 Valley View Drive
La Luz, New Mexico 88337
575.489.2274
dnunnelley@ci.alamogordo.nm.us

Project Description: CobbFendley, as an On-Call service provider to the City, performed professional surveying and engineering services to restripe 9.2-miles of various street segments within the City of Alamogordo. Engineering services included preparing 90% and final design construction plans, construction cost estimate, and bid tabulation to restripe each street segment based on existing striping layout and verifying and documenting existing conditions and proposed design features. Surveying services for this project included validating existing City of Alamogordo geodetic control, setting two to three survey control points per roadway corridor, and developing a certified control map depicting control points along with horizontal and vertical values.

CobbFendley is proud of our **COMMITMENT TO QUALITY** *and customer satisfaction. Our business is built on repeat business, so we work to make every reasonable effort to provide services of the highest quality. From design through construction, we provide quality professionals who have a sense of ownership in the projects that we undertake and the abilities to back it up.*

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Cobb, Fendley & Associates,Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

COBB, FENDLEY & ASSOCIATES, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "D"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Frank X. Spencer & Associates, Inc., of 1130 Montana Ave., El Paso, TX, 79902, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Frank X. Spencer & Associates, Inc. 1130 Montana Ave. El Paso, TX 79902 ATTENTION: Frank X. Spencer

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

FRANK X. SPENCER &
ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Frank X Spencer and Associates Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 79.09
2	Project Engineer/Project Manager	$ 73.32
3	Senior Engineer	$ 67.37
4	Design Engineer	$ 56.01
5	Engineer Intern	$ 35.00
6	Engineering Technician	$ 40.86
7	Drafting Technician	$ 36.00
8	Survey Crew**	$ 60.50
9	Construction Inspector/Observer	$ 45.67
10	Administrative/Clerical	$ 21.64
11	Field Testing and Investigations	$ 39..36
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 192.01

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .35
16	Color Copies (per copy)	$ 1.25
17	Prints 24x36 (per sheet)	$ 2.00
18	Mylars 24x36 (per sheet)	$ 2.50
19	Photo Quality Plots (per plot)	$ 5.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

FXSA
www.fxsa.com
Frank X. Spencer & Associates, Inc.
1130 Montana Ave., El Paso, Texas 79902
Ph: (915) 533.4600 | F: (915) 533.4673
TBPLS #100490-00 | TBPE # F-3584

2/22/2024

SUBSURFACE UTILITY ENGINEERING

Subsurface Utility Engineering & Coordination Services		
Services To Be Provided	**Unit**	**Rate**
SUE Quality Level C and D		
Includes labor and equipment for records research, CADD, and mapping.	LF	$ 0.72
SUE Quality Level B - Utility Designation		
Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.	LF	$ 1.66
SUE Quality Level A - Utility Locate, Test Holes		
Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.		
Level A: 0 to 5 ft.	each	$ 1,220.00
Level A: > 5 to 8 ft.	each	$ 1,500.00
Level A: > 8 to 13 ft.	each	$ 1,820.00
Level A: > 13 to 20 ft.	each	$ 2,325.00
Level A: > 20 ft.	VF	$ 205.00
SUE Mobilization/Demobilization		
These costs are intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	$ 4.85

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OTHER DIRECT EXPENSES

2/22/2024
Consultant Proposal

Other Direct Expenses	Unit	Max Rate	Fixed/Max	ODE Rate
Lodging/Hotel (Taxes/fees not included)	Day/Person	Current State Rate		
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/Person	Current State Rate		
Mileage	Mile	Current State Rate		
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbur	Day			185.00
Rental Car Fuel	Gallon			5.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	Day			100.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/Person			530.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/Person			950.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/Person			1,000.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/Person			1,500.00
Oversize, special handling or extra baggage airline fees	Each			100.00
Taxi/Cab Fare	Each/Person			45.00
Parking	Day			35.00
Toll Charges	Each			50.00
Standard Postage	Letter	Current Postal Rate		
Certified Letter Return Receipt	Each	Current Postal Rate		
Overnight Mail - letter size	Each	Current Postal Rate		
Overnight Mail - oversized box	Each			100.00
Materials and Shipping	Package			100.00
Courier Services	Each			48.00
Photocopies B/W (8 1/2" X 11")	Each			0.25
Photocopies B/W (11" X 17")	Each			0.35
Photocopies Color (8 1/2" X 11")	Each			1.00
Photocopies Color (11" X 17")	Each			1.25
Cardstock Color (8 1/2" X 11")	Each			2.00
Digital Ortho Plotting	Sheet			3.00
Plots (B/W on Bond)	Square Foot			1.00
Plots (Color on Bond)	Square Foot			1.75
Plots (Color on Photographic Paper)	Square Foot			5.00
Color Graphics on Foam Board	Square Foot			20.00
Presentation Boards 30" X 40" Color Mounted	Each			35.00
Report Printing	Each			10.00
Report Binding and tabbing	Each			15.00
Drawing Binders (variable depth for 11" X 17" paper)	Each			35.00
Notebooks	Each			10.00
Reproduction of CD/DVD	Each			5.00
CDs/DVDs	Each			2.50
4" X 6" Digital Color Print	Picture			5.00
TMA (1 TMA with Driver)	Per Day			1,250.00
TCP for Surveying Services	Per Day			1,000.00
3D Laser Scanner Z&F Imager 5010C	Per Day			1,080.00
FARO X-330 Scanner	Per Day			700.00
Drone Equipment	Per Day			220.00

City of Las Cruces®

RFP 23-24-050
Civil Engineering Services

SUBMITTED BY: FRANK X. SPENCER AND ASSOCIATES, INC.

FXSA

FEBRUARY 27, 2024 | 4:00 PM

Contents

Letter of Interest.....i

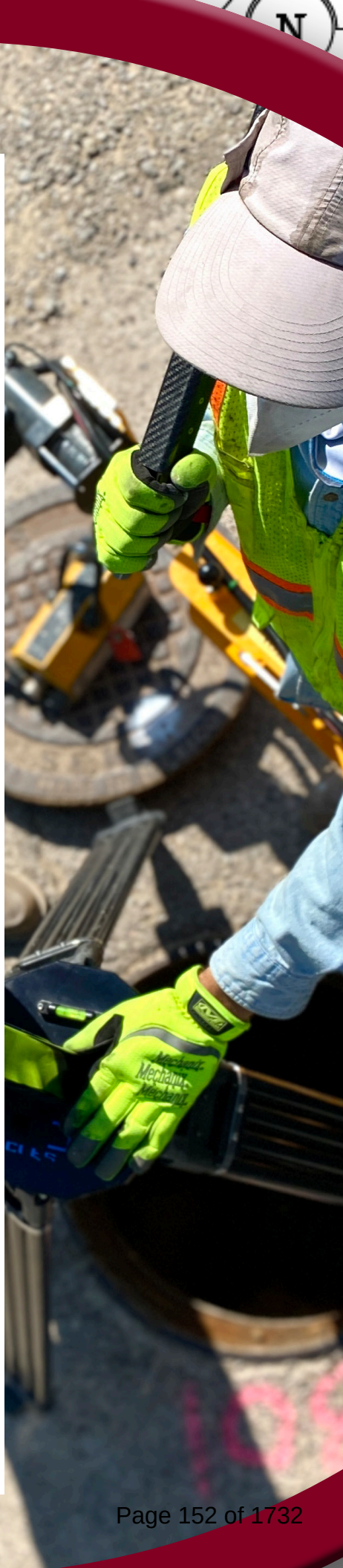
RFP Compliance Declaration

Technical Proposal

Evaluation Criteria 1: Technical Approach.....1

Evaluation Criteria 2: Qualifications/Competence.....9

Evaluation Criteria 3: Performance of the Firm.....15



Dedicated to our clients since 1979!

FXSA
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Consulting Civil Engineers & Surveyors
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Ph: (915) 533.4600 | F: (915) 533.4673
TBPLS #100490-00 | TBPE # F-3584

February 27, 2024

City of Las Cruces
700 N Main St.
Las Cruces, NM 88001

Re: City of Las Cruces Civil Engineering Services, RFP 23-24-050

To Whom It May Concern,

This letter is to express Frank X. Spencer and Associates, Inc.'s (FXSA) strong interest in providing professional civil engineering services on an on-call basis to the City of Las Cruces. FXSA has the capabilities being sought to address all forthcoming projects under this contract. Mr. Javier Acosta, PE, Vice President, will be the point of contact for FXSA. He is located at our El Paso office at 1130 Montana Ave., El Paso, TX 79902 and can be reached at 915-533-4600.

Our full-service firm has extensive experience working closely with Cities, Counties, State Agencies, Federal Government and private entities since our inception in 1979. We provide professional civil engineering, surveying & mapping, subsurface utilities engineering (SUE), geographic information systems (GIS), laser scanning/3D modeling, UAVs/Drones services with FAA certified pilots, and construction management services. FXSA is a civil engineering firm with experience working throughout New Mexico, Texas, Oklahoma, Arkansas, and several other states. Our firm is a Small Business, Minority-Owned, Woman-Owned Small Business, HUBZone, HUB, and DBE certified.

The FXSA Team has a comprehensive understanding of the area conditions as our headquarters office is located within short distance away from Las Cruces. We have performed numerous projects in the region. Moreover, FXSA upholds a foundation of integrity by delivering the highest standards of professional services to its clients. **We are committed to providing on-time, accurate, and quality solutions to enhance the development of the community.**

Please do not hesitate to call us at (915) 533-4600, should you require additional information. We also acknowledge receipt of Addendum One and Two.

Most Sincerely,

Frank X. Spencer, PE, RPLS
Senior Vice President

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 and 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Frank X. Spencer and Associates, Inc.

1130 Montana Ave.

El Paso, TX 79902

Authorized Signature

Javier Acosta, PE, PTOE, CFM
Typed or Printed Name

Vice President
Title

jacosta@fxsa.com
Email Address

Telephone number 915-533-4600 Fax number 915-533-4673

NM Tax & Revenue Dept. CRS # 03-244312-00-9

Current NM Secretary of State Business ID # 03244312009-GRT (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 752817126 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

A. Technical Proposal

EVALUATION CRITERIA 1. TECHNICAL APPROACH

a. Proposed technical approach of all professional, technical, and customary services

Understanding of Scope of Work

The FXSA Team fully understands the requirements and objectives of this contract. Our team has performed on-call contracts for numerous federal agencies, state agencies, counties and cities throughout our 44 year history. Our expertise in different design, rehabilitation, and improvement projects includes study & report, land surveying, subsurface utility engineering (SUE), geographic information systems (GIS), geospatial services, final design, bidding & negotiations, and construction management. FXSA services will be performed under the supervision of our ***Project Manager, Javier Acosta, PE, CFM, PTOE.***

Approach to Services

The engineering services under this contract will be provided on an on-call basis for public infrastructure improvements in the City of Las Cruces.

Each project is faced with its own set of challenges and opportunities. At FXSA, we are pragmatic and work at resolving any obstacles in the best practical way for our clients. We are mindful that both budget and timelines are met. When and if something arises that threatens to derail either of those, you can rest assured that we are working hard to present the best possible resolution, having little to no impact on deadlines or budgets.

Getting projects completed from start to finish within schedule and under budget is the goal while keeping the public's safety and best interest always in mind. An aesthetic component must be considered in keeping with the City of Las Cruces Vision. A complete and thorough understanding of the standards and procedures will help reduce time during design and reviews.

FXSA's key personnel has more than 150 years of combined experience providing these services. Our team will be in constant communication with the City Staff throughout the projects.

FXSA has addressed infrastructure needs for: aging and new water supply distribution systems, wastewater collection systems, stormwater management systems, wastewater treatment plants, sewer infrastructure improvements, drainage improvements, FEMA flood studies, street and highway improvements, subdivision planning & review, parking lots, sports facilities, solid waste landfills, and site design projects for new facilities or renovation, roofing improvements, and master planning projects, to name a few.

With our team's knowledge of civil engineering practices, the industry's underlying principles and guidelines, and our performance history in projects of identical or similar scope, FXSA will offer superior and efficient results to the City of Las Cruces.

Value Engineering

Identifying issues in the planning & design phase will increase the opportunity to reduce costs during construction. Some key ways to achieve this include:

- **Keeping an open mind and thinking outside the box from traditional construction methods**
- **Researching alternate materials/methods with lead times in mind to help keep projects on schedule and under budget**
- **Identify opportunities to recycle materials and investigate materials that have been used on previous or existing projects**
- **Coordination with vendors to help identify lead times and alternative materials**

Critical components for the successful execution of a project are; team ***communication***, thorough ***understanding*** of scope of work, ***experience*** with the type of assignments, overcoming challenges with ***management skills*** and ability to ***innovate*** formulating solutions and ***cost-effective measures***. The City of Las Cruces can be assured that all 6 components are implemented diligently by the FXSA Team. We have specialized experience, professional qualifications, knowledge of the geographic area, and exceptional past performance to meet and exceed the City's expectations.

To achieve the final product and provide the services requested, ***FXSA will focus on the following items:***

- **Coordination and planning**
- **Proactive approach**
- **Keeping the public's safety and their best interest in mind**
- **Thorough quality checks and assurances**
- **Thinking outside the box to find innovative and cost-effective alternatives**

Lead times and construction costs have been in a state of flux due to demand and supply issues caused by several factors. This can be mitigated by having a proper understanding of the final deliverables and the steps to reach the final product. The early planning stages will be critical. Meetings with stakeholders, engineers, subconsultants, and construction management personnel will be key.

Coordination, planning, and quality assurance checks during the design and planning phases will help reduce or eliminate the need for costly change orders. ***Taking proactive approaches in the planning and design phases such as:***

- **Identification of stakeholders**
- **Meetings with all involved stakeholders to identify potential problems**
- **Easement and right of way acquisition**
- **Organizing subsurface utility inspections**
- **Identifying alternative means, methods, and materials for construction**
- **Keeping all party's properly informed with the latest information and schedules**

FXSA Project Approach

1. **Identify Alternatives:** We identify all feasible technologies and strategies that can be used to accomplish the task. Our list, including the advantages and disadvantages for each alternative, is reviewed with the City of Las Cruces.

2. **Select an Alternative:** We are always ready to recommend a solution, but nobody knows the City's infrastructure and resources like the City of Las Cruces staff. We will work with you to make an excellent choice.

3. **Design:** Perhaps the most critical part of a project is defining the parameters by which the engineering will be performed. We will coordinate with the City of Las Cruces for the selection of specifications and standards to be used.

4. **Assist with Bidding:** With the costs of products and services constantly changing, FXSA uses the latest bid results and deductive alternates to make sure we can tailor a project, even after bidding, to fit your budget.

5. **Assist with Construction:** FXSA's highly experienced staff check adherences to plans and specifications to ensure the product is accurately constructed.

6. **Project Closeout:** In the long-term, record drawings are indispensable. We can produce record drawings (as-built) information on a variety of formats including hard, soft and geographic databases.

"Thank you. It was a pleasure working with you and your team...the deliverables provided are clearly defined and identifiable."

-David Meza, Project Manager, El Paso Electric

b. Major tasks to be accomplished

Engineering Designs. The initial engineering design phase will consist of the following components: attend preliminary conference with the City of Las Cruces and other interested parties to determine the specific needs and requirements of the proposed projects. Provide all project information necessary to ensure timely execution of the environmental review. Provide preliminary engineering / surveying, soil and/or groundwater investigations, special testing, and drawings which, in the opinion of the Engineer, may be required for the proper execution of the preliminary phase. In the preliminary phase, any anticipated obstacles, limitations, and potential project impacts will be detailed clearly and alternate solutions presented to City of Las Cruces for project implementation (i.e. pipelines, easements, permitting, environmental, etc.), prior to moving forward. These will be detailed clearly, with alternate solutions to be presented to the City of Las Cruces. The civil engineer recommendation will be set forth clearly on preliminary project layouts, sketches, maps, accurate project descriptions, cost estimates, and project justification. A preliminary engineer's report will be prepared. The final engineering design phase will consist of the following components: prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones.

FXSA has experience in designing street, stormwater, and drainage capital improvement projects. ***Most recently, our firm performed a sewer modeling project of the entire Lower Valley Water District's sewer modeling system in Clint, TX.*** Sewer modeling can answer questions regarding capacity expansion and new design; identify problematic areas, improvements to correct connectivity; and analyze current & future conditions, new designs or upgrades, and master planning elements. Moreover, FXSA's experience with drainage hydrology & hydraulics enables the opportunity to create designs that withstand not only growing economic and population demands but also recurring storm events. Additionally, our Team can provide an in-depth analysis of the existing drainage infrastructure to asses its current adequate condition, and can provide options for any necessary drainage improvements. We have experience designing natural channels with large watershed storage volumes, quantified by using HEC-GeoRAS and performing FEMA flood studies and elevations.

Moreover, FXSA has performed zoning analysis and land use evaluation, to determine the size, type, and other development characteristics. FXSA is committed to protecting the public health, safety, and general welfare of the residents Las Cruces. Our firm recognizes the specific procedures, technical criterion, and legal standards that must be followed to satisfy statutory requirements. FXSA has staff available with in-depth knowledge of design standards and that has helped develop standards for various municipalities.

Engineering Drawings, Plans, & Specifications. Data search & record drawings (as-built) are a critical part of the foundation of the project. FXSA will prepare specifications and drawings, as required by the City of Las Cruces. The designs will, in all respects, combine the application of sound engineering principles. This includes but is not limited to: cross sections / elevations; project layout / stagings areas; design details; specifications; utility relocation designs; construction limits (including environmentally sensitive areas); required permits; quantities; estimate of construction costs; schedules for design, permitting, acquisition and construction. FXSA will provide hard copy or electronic copy, as required by the City, of plan drawings and bid documents, upon completion and during design.

Utility, Geotechnical and Environmental Investigations. Our Team will perform SUE Quality Levels D-A as required by each project. We are equipped with the necessary equipment and technology to perform non-destructive investigations. Our subconsultant, LOI Engineering (LOI), will deploy services for all soils investigations and environmental issues. Geotechnical and soil investigations performed will be performed to obtain information on the physical properties of the soil earthworks and foundations for proposed structures. The FXSA Team will ensure federal laws like NEPA are followed. LOI will bring environmental considerations to the project by providing site assessments, investigations/remediation, planning (natural and cultural), regulatory compliance amongst other services.

Permitting. The FXSA Team has outstanding relationships with State & Federal regulatory agencies and a thorough understanding of codes, and regulations, regulatory requirements, to position our clients for a simple project approval process. We will coordinate with the different agencies involved and as required.

Communication is key. At FXSA, we understand the value of good and effective communication skills. We strive to perfect this skill not only internally, but also with our subconsultants and our clients. The FXSA Team will conduct an internal kick-off meeting in which we will review every detail of the scope or work and consider and discuss the project from all angles - from scope details and best qualified personnel, to the need of involvement of our subconsultants. Our Team produces meeting minutes for all in-person, virtual, or phone meetings and distributes them to all participants. In addition, our proposals (fee and scope of work) are always reviewed by senior managers before submittal to clients. ***One of the perks of being a small firm is to have all of our personnel and resources in one office, giving us the ability to create better relationships and expedite communication between our team and with the City staff.***

We know that recovering from schedule delays can be an obstacle for our clients. In order to avoid delays and the inherent burdens they inflict upon the project, we conduct weekly project meetings internally to review and assess all elements of the project. If we see that something is amiss in the project we will immediately work on the best viable and innovative solutions for our client and present to them in a timely manner to avoid and/or minimize any delays or financial impacts to the project. ***Many contracts and projects undertaken by FXSA have been completed ahead of schedule.***

Our proactive approach and communication skills are an excellent tool to control costs during the design process and construction. The delivery of proper documentation, from correct proposals to a good set of complete construction documents will support our clients in their decision-making with all the necessary tools to move the project forward on time, within budget and in safe manner.

The FXSA Team is ready to start upon Notice to Proceed. With our in-house capabilities, we have wide control over projects, accurate work performance, and ensure timely project completion.

Javier Acosta, PE, PTOE, CFM, our Project Manager, will be responsible for reporting the progress of each project. Furthermore, we will assign the necessary staff and technological resources to comply with the needs of the City of Las Cruces.

One indicator of the FXSA Team's past performance is our repeated selection by the same clients under qualifications-based criteria. All contracts are being completed on-time, within budget, and without lost time or accidents.

Our Project Manager will be the communications liaison between the City of las Cruces and FXSA Team. ***It will be the responsibility of the Project Manager to facilitate effective communication with all project stakeholders, create a communication plan, set clear action items, identify risk management, and analyze the project's critical path, as for set realistic expectations to avoid project delays.***

Quality Control. Our clients' most valued aspect in the performance of a project lies in the quality of the deliverables. The success of our Team over the last 44 years has been based in great part on how we continuously improve the quality of the work we perform. ***All FXSA Team members will be ensuring excellent quality work.***

The FXSA Team will implement QA/QC measures necessary to ensure that work deliverables achieve the goals of the City of Las Cruces. Quality assurance comprises planned and systematic actions formulated to verify that project components are properly designed and detailed in accordance with FXSA standards and in conformance with all City standards to produce planning documents that are clear, concise, and include a cost-effective component.

FXSA has instituted a comprehensive and effective Quality Management Program (QMP). All personnel participate and have responsibilities with regard to the program. Standard operating procedures and work instructions are disseminated throughout the organization keeping all staff members abreast of procedure revisions. Our QMP includes confidence checks and statistical analysis of data throughout the project, controlled procedures for data handling, analysis of system performance, and a defined set of backup procedures to ensure zero data loss and adherence to the SOW requirements. Our QC process implements preventive measures to eliminate down-time and enables early detection of hardware, software, and procedural issues to maximize efficiency & high-quality data collection.

Quality Program Objectives:

- Achieve 100% client satisfaction
- Timely identification and effective correction of deficiencies to provide first-time-right deliverables
- Maintain an environment of continuous improvement, lessons-learned

Ability to Meet Schedules. FXSA conducts weekly scheduling meetings for all surveying and engineering tasks. ***Javier Acosta, PE Project Manager*** will be responsible for reporting the progress of each project and presenting scheduling for the following three months. This practice will allow us to plan to comply with the City of Las Cruces' needs. Furthermore, we will assign the necessary human and technological resources to comply with the delivery needs of the City. Our team has all the technological resources for project design and project scheduling to ensure that all phases of the project are completed on time. FXSA has a well-established cost control plan to ensure that the project is contained within budget. We will incorporate standard construction practices as part of our design, practical construction methods, cost-effective material components, and innovative land use designs.

FXSA QA/QC Methodology

1. Coordinate with the City of Las Cruces for a thorough scope of work understanding
2. Evaluate the project location and impact to the community and driving public
3. Identify project requirements and applicable City Codes, State, and Federal Regulations
4. Identify applicable guidelines and procedures set forth by the City of Las Cruces
5. Establish and comply with project scheduling and critical path
6. Strategize field operations and implementation of practical design
7. Constructability reviews and alternate cost-effective methods of construction based on availability, proven performance, and knowledge of products
8. Peer review among team members prior to design/ during design
9. Implement 95% Deliverables Review Checklist to evaluate completeness of the project according to requirements

WE ARE COMMITTED TO METICULOUS MANAGEMENT AND CONTINUOUS IMPROVEMENT

c. Detailed statement of services to be provided under each task

FXSA brings a qualified team of professionals for each of the disciplines required under this contract. Having most of the disciplines in-house, will allow us to perform and coordinate all tasks successfully for each project.

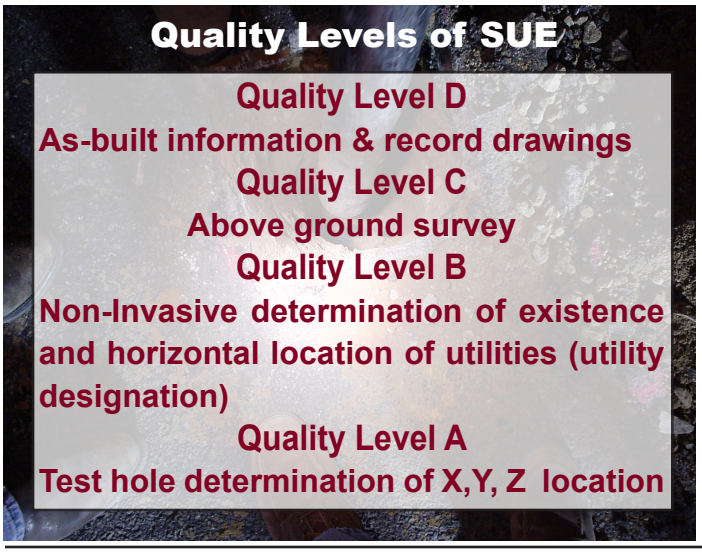
Civil Engineering. FXSA's work performance in engineering covers all services including: initial planning, preliminary design studies, development of plans & specifications, subsurface utilities engineering, assisting in bidding/negotiation, construction meetings, site visits to ensure plans are properly followed, reviewing contractor submittals for compliance with contract plans & specifications, applicable regulations, construction management, and project management. We have performed projects for ***master planning, feasibility studies, condition assessments, multi-modal transportation, water and wastewater resources, FEMA flood studies, site/land development, public works, parking lots design, roofing improvements, and sports complex improvements.*** Our firm works closely with the Federal Government, State Agencies, Counties, Cities, Oil & Gas companies, School Districts, and private entities. FXSA's experience throughout 44 years includes delivering project management and acting as the Town/City/County Engineer for several municipalities.

Construction Management. Our firm has ample experience negotiating with contractors and clients to reduce or eliminate change orders. Our Construction Management Team is involved from design phase, through project buy out to stay ahead of constructability issues and or materials delays. By maintaining an open line of communication with our clients and contractors we can mitigate critical issues and propose alternatives as needed. During the construction phase, FXSA has FAA Certified UAV Pilots with the ability to deploy drones to manage construction assets and monitor site progress. We have an aggressive and proactive team of engineers that will ensure the contractor completes the project as designed and as intended. We will keep the City's staff informed of all activities. ***FXSA uses ProCore software and has the ability to produce documents in alternate formats.***

Land Surveying & Mapping. FXSA provides a broad list of surveying services as required by each project. Our Team will visit the "as is" site conditions to understand the scope of work and how each design will be addressed, always keeping the City of Las Cruces best interest in mind. Our land surveyors work closely and seamlessly with engineers and other supporting professionals to perform surveys. Our FXSA Team includes ***Professional Surveyors*** with more than 100 years of combined experience and our Survey Crew Chiefs posses over 60 years of combined experience in the surveying field. We can dispatch survey crews within 24-hour notice to any project during the design and construction phases. FXSA will recommend the proper equipment and approach to expedite the project and help minimize costs. Our VRS network allows us to turn five (5) two-man field crews into ten (10) GPS rover field crews. ***Our firm prides itself in owning the latest equipment and technology such as:*** Basic and Customizable GIS solutions & applications, GPS, 3D Laser Scanning, AutoCAD Civil 3D, and Drone/UAV's Flight and Data Processing with FAA Certified Pilots as part of our team.

GIS. The best method to asses those emerging infrastructural problems is not through a response-to-emergency basis, but rather through an informed management approach. The FXSA Team can create a GIS database and map; with input from public and stakeholders to identify any factors influencing the planning phase. The GIS database can prioritize and color-code areas with the greatest need. Also, it can develop guidelines and serve to enforce ADA standards to apply a consistent approach. The guidelines can provide references to key ADA standards and outline field surveying techniques for evaluating different types of pedestrian facilities. Moreover, data becomes accumulated and turns into an online mapping tool that can provide geospatial information, accessibility attributes, and prioritization. In addition, FXSA can create GIS maps for traffic modeling by performing a network analysis of using historical and live traffic data.

Subsurface Utility Engineering (SUE). SUE is a process that involves managing risks associated with: utility mapping at appropriate quality levels; relocation; coordination; relocation design & coordination; condition assessment; communication of data to concerned parties to prevent conflict; cost estimates; and, implementation of accommodations policies & design. Collection of critical existing utility data is vital for the effective planning, design and construction for these projects. Combined with records research, site surveys, and using new technologies and methods, we provide "quality levels" of information. If conflicts are identified up front the appropriate mitigation and relocation measures can be instituted well before the construction phase resulting in condensed schedules and reduced costs. Many factors should be considered when approaching these projects such as the magnitude of existing utilities, availability of reliable record utility information, type and size of utilities, depth relative to proposed improvements, level of congestion and appropriate implementation of traffic control measures, restoration of vacuum excavation, surface restoration to maintain the desired level of transportation surface and application of routine safety measures to protect our crews and the public. By performing the SUE process, FXSA helps clients reduce multiple of unforeseeable utility conflicts/relocations, project design delays, construction delays, contractor claims and change orders, and design and construction costs. Our firm performs SUE following the ASCE Standard C-I 38-02 for this discipline.



Geotechnical Services. LOI Engineers deliver geotechnical engineering, environmental sciences, geosciences, and construction materials testing services. Our engineers have extensive experience developing recommendations for water and sewer lines, lift, pump and booster stations, stormwater retention/detention structures, dewatering studies, slope stability analysis, and design of both flexible and rigid pavement structures. Construction materials testing services, including: Soil testing (Atterberg limits, sieve analysis, proctor, CBR, etc.); Concrete testing (flexural and compressive strength, slump, air content, etc.); and Hot-mix asphaltic concrete (Marshall, flow, stability, etc.). LOI is validated by the USACE and are accredited by AASHTO.

Expert witness in a judicial and/or quasi-judicial setting. FXSA will review all claims made by a plaintiff against the City. FXSA will review all regulations and requirements that may be pertinent to the claims. Our team will then provide the City an opinion on whether the claims are valid. Our team will assist the City in responding to all interrogatories and requests for production submitted by the plaintiff. FXSA will perform the needed research to obtain copies of any deeds, descriptions, maps, plats of survey and construction plans that may be needed to address the claims. If the claims require a land survey, our survey crew will go to the particular site and collect any needed field data. We will then prepare any needed exhibits or reports using the collected field data. The exhibits and reports will be submitted to the City for their use in the judicial or quasi-judicial setting. We will provide a professional land surveyor to assist the City during the judicial or quasi-judicial setting. If needed, the professional land surveyor will provide expert witness testimony at the judicial or quasi-judicial setting.

Project Management. Communication between team members and deliverables management are best practices in the coordination and successful delivery of a project. FXSA will facilitate coordination between FXSA and the City of Las Cruces and between FXSA and subconsultants. This coordination will ensure deliverables are provided on time.

Unmanned Aerial Vehicle (UAV). FXSA offers professional drone solutions. Our Team has 2 FAA Certified Pilots in command. We stand to deliver reliable data while saving your organization time and money. Our UAV Drone solutions are applicable for a variety of industries to include the following areas: Perform aerial inspections of infrastructure; Access power lines or structures and transmit imagery providing efficient emergency solutions; Manage construction assets and process.

3D Laser Scanning. Our commitment to excellence, precision and innovation allows us to assess risks and hazards, minimizing cost and security issues. FXSA is subscribed to ISNetworld - maintaining safety, insurance, quality and regulatory information up to date. FXSA's 3D laser scanning services include: Accurate Non-Contract Measurements; Accurate As-Built for Civil and Petrochemical Industries; Scanning for BIM; Clash Detection and Avoidance for Constructability Reviews; Scanning for Volume Calculations; Deformation Analysis; Accident Reconstruction; Pipe Routing and Spool; Industrial Surveys; Construction Verification Surveys; and Virtual 3D Walk-Through for Project Management.

SPiDER Manhole Scanner. Sanitary Sewer Assessment and Certification Program - FXSA offers condition assessment in accordance with the National Association of Sewer Service Companies, NASSCO for pipeline and manhole assessments. This includes identification and assessment providing a worldwide standardized consistency to the methods in which conditions are identified, evaluated, and managed. FXSA's goal is to provide utility owners a comprehensive database to properly identify, prioritize, and manage their assets based on condition evaluation. FXSA field crews specialize in the use of CUES portable 3D SPiDER scanner that captures live video and 3D imagery.

d. Typical project schedule/timeline

The FXSA Team will prepare a project schedule for each task order. The schedule will clearly detail specific tasks to be performed and the assigned timeframe. The schedule will be discussed with the City of Las Cruces Project Manager.

- Project schedule will be prepared in Microsoft Project/Monday.com
- The schedule will be distributed among all project members
- Weekly internal coordination meetings will be held to keep track of progress of all project activities and take appropriate corrective action if tasks are falling behind schedule
- Clarify any project concerns by issuing necessary follow-up communications and coordination
- Our Survey Crew Chiefs will prepare an electronic daily report providing a summary of work completed, instructions received, issues encountered, potential issues anticipated, equipment and vehicle issues that could result in potential time delays on the project or potentially affect the quality of the work.
- Our Technicians will clarify any questions/concerns with the field personnel regarding the data received
- Our Project Manager will oversee all work being performed during the design of the project and maintain communication with the City Staff.

"Thankfully, with the help of FXSA, we have been able to now locate the problematic areas of the system and implement projects vital to the community. The coordination and execution done by FXSA has made them a trusted advisor for us as we continue with projects to help the community."
Ed Long, PE, LVWD Chief Operations and Technical Officer

EVALUATION CRITERIA 2. QUALIFICATIONS/COMPETENCE

a. Key personnel who will be assigned to provide the services. Description of experience, areas of competence and percent of time assigned to the project.

Javier Acosta, PE, CFM, PTOE, is our Project Manager for this contract. Javier's diverse leadership history is an essential asset for project success, as dynamic problems require an interdisciplinary approach. Javier will be the communication liaison between the City of Las Cruces and our team.

City of Las Cruces

The Team

*** Availability %**

Principal In Charge
Frank X. Spencer, PE, RPLS **20%**

QA/QC Manager
Frank X. Spencer, PE, RPLS **40%**

Project Manager
Javier Acosta, PE, PTOE, CFM **60%**

PLANNING & DESIGN

Survey PM
Isaac Camacho, PE, PS **50%**

Survey Coordinator
Saul Alva, CSTII **60%**

Project Engineers
Adrian Briones, PE **60%**
Gabriel Reveles **60%**
Leticia Rubio, EIT **60%**

Senior Designer
Carlos Mendoza, CST II **70%**

SUE Manager
John Barnes, CST II **50%**

CONSTRUCTION

Construction Manager/ RPR
Humberto Arenas, EIT **60%**

GIS Specialist
Misael Perea, CSTIII **60%**

SUBCONSULTANTS

Geotechnical
loi ENGINEERS
Bernardino Olague, PE, PMP® **30%**

Transportation Support
JMT
Omar Moreno, PE **20%**

SUE Support
SAM
Tim Sullivan, PE **20%**

Principal in Charge | QA/QC

Frank X. Spencer, PE, RPLS - B.S. Civil Engineering

PE: TX 41152
RPLS: TX 2198

Frank has over 52 years experience in civil engineering, surveying, and construction. Project duties have included project management, developing design standards, directing project team work, and quality control of completed work. His areas of expertise include design and construction of several water supply and distribution design, street & highway design, drainage design, site design, wastewater treatment facilities design, sanitary sewer gathering systems, solid waste facilities, and numerous amounts of route, boundary, and topographic surveys. Frank has successfully completed numerous projects involving these services for clients such as Town of Pecos City, City of Valentine, City of Presidio, Horizon City, Town of Anthony, Fort Davis, Reeves County, Loving County, Jeff Davis County, El Paso Water, City of El Paso, County of El Paso, USACE, BLM, U.S. Census Bureau, U.S. Department of Veterans Affairs, Marathon Refining, Oil & Gas companies, private entities, among many others. Frank served as County Surveyor for Reeves County, TX from 1978-2002.

Project Manager

Javier Acosta, PE, PTOE, CFM - BS Civil Engineering, BS Surveying Engineering

PE: NM 19976
PE: TX 109225
PTOE: 4201
CFM: 4055-21N

Javier has 22 years of experience in civil engineering, project/contract management, and construction for municipalities & private sector. Expertise includes: master planning, site design, sewer & water design, drainage, hydrology (HEC-HMS) & hydraulics (HEC-RAS), channel evaluation & stability, floodplain analysis, storm water conveyance systems, SW3P, land development, wetlands delineation reports & water resources planning, traffic operations engineering, roadway/street design and rehabilitation, amongst others. Has designed storm water systems including 100-yrs hydraulic grade line for pipe diameters up to 54 inches and designed ponds for 100-yr storm events. Experienced coordinating with regulatory & permitting agencies and inspection to ensure compliance with City and State Standards, including driveways, ADA accessible paths, walls, streets, drainage, water/wastewater within ROW. Prior experience reviewing all new subdivisions within the City of El Paso and Extra Territorial Jurisdiction from 2017-2021, an average of 35 subdivisions per year. Voting member/secretary of the Texas Water Development Board Regional Flood Planning Region 14.

Survey Project Manager

Isaac Camacho, RPLS, PE, PS - B.S. Civil Engineering

PS: NM 9254
RPLS: TX 5337

Isaac has over 49 years of experience in surveying and civil engineering. His experience in surveying & mapping includes topographic surveys, right-of-way maps, survey for design, construction staking, boundary surveys, pipeline & well location surveys, and hydrographic surveys. Moreover, Isaac has performed deed research, checked survey plats and prepared metes and bounds descriptions for numerous projects. As a civil engineer, Isaac has extensive experience in the design of water lines, stormwater, sewer lines, drainage, roadways, traffic impact analyses, traffic control plans, and warrant studies for traffic control devices projects. He was the District Traffic Engineer for the New Mexico State Highway and Transportation Department from 1988 to 1996 where he reviewed, inspected, and approved access and utility permits; designed, reviewed, and inspected traffic control plans for construction and maintenance projects; and performed traffic studies for traffic control device installation.

Project Engineer

Adrian Briones, PE - B.S. Civil Engineering

PE: TX 138501

Adrian has over 9 years of experience in civil engineering, project planning, and design management for a diverse range of water-related projects. Extensive expertise in infrastructure supervision for the quality and integrity of water distribution and collection systems. He has been responsible for multiple projects, from wastewater treatment plant expansion, collection systems, design of new water & sewer lines, the creation of new service connections, pump & lift stations, to stormwater remediation projects. Abundant expertise in liaising projects with stakeholders, including government entities, contractors, funding agencies, developers, and the general public. He has led design teams for both residential and commercial land development projects, involving the design of streets, grading, retention ponds, drainage structures, and water & wastewater utilities. Experience performing feasibility and due diligence studies for municipal, state, and federal infrastructure improvements, mitigation, and design solutions. Former engineer for Lower Valley Water District.

Project Engineer

Gabriel Reveles - BS Civil Engineering

Gabriel has over 23 years of experience in the engineering field, including roadway design, street design, sanitary sewer design, storm sewer design, site development, grading plans, storm hydraulic modeling, water tank design and structural steel design. He has worked with City, County, and State projects under different funding agencies such as TDRA and TxDOT and has diverse permitting experience with government agencies like TxDOT. He has worked with construction general requirements as UL Rating Requirements and OSHA Requirements. Experience of work with governmental norms regarding construction such as IBC2006 (International Building Code), UBC97 (Uniform Building Code), 2007CBC (California Building Code). TCEQ, American Water Works Association, TxDOT Manuals, El Paso Ordinance, City of El Paso Drainage Manual, Design STD Manual for Water, Wastewater and Reclaimed Water System.

Project Engineer

Leticia Rubio, EIT - BS Civil Engineering

Leticia has 3 years of experience in civil engineering projects. She has accomplished NASSCO trainings and certifications for condition assessment coding of pipelines, laterals and manholes. Ms. Rubio has comprehensive experience managing databases to properly, plan, prioritize project conditions. In addition, Leticia is skilled in developing bid documents and specifications for different TxCDBG projects administered by TDA. Leticia is adept in assessing structures and preparing technical reports.

SUE Director

CST II: 1217-5870

John R. Barnes - BS Surveying Engineering

John has experience in surveying and subsurface utilities engineering. He has knowledge of technological advances, principles, and practices of SUE. Oversees the phase/task management of the SUE portion. Directs crews in SUE projects while coordinating with Survey and CADD staff to ensure proper collection of field data. Makes sure of compliance to ASCE CI-38-02 and meeting client's expectations. Experienced working with & utilizing existing utility standard designs, and adept to working with utility companies to coordinate design conflict resolution plans.

Construction Manager

Humberto Arenas, EIT, CFM

Humberto has 24 years of combined work experience in civil engineering and construction management, with specialized experience in engineering, construction management, and project management. He holds a degree in civil engineering. Huberto is a Certified Floodplain Manager in Texas. His experience in construction management is comprehensive consisting of on-site supervision of construction work, coordinating with contractors & client development, management direction for construction projects, overseeing all phase of construction, managing owner relations, quality control, safety, scheduling, and executing to the project budget. Huberto is skilled in cost-benefit analyses and other statistical analyses relating to project labor and material specifications. He has extensive knowledge in hydrology and hydraulics, transportation engineering, traffic engineering, and utilities. He has vast experience in design and management of urban streets, intersections, and related design projects. He is proficient in programs: Procore. AutoCAD, MicroStation/Geopack, Microsoft Project, Primavera/SureTrack, Monday, Microsoft Office, RMS/QCS, U.S. Army Corps of Engineering, and Heavy Job HCSS.

Senior Designer

CST II: 0414-4933

Carlos Mendoza, CST II - AS Civil Drafting, Civil Advanced Computer Drafting, Civil Drafting and Design

Carlos has over 25 years of extensive project experience in AutoCAD, Drafting Operation, and Automation and Supervision of design plans for field construction. He has been the senior engineering designer, responsible for the automation of projects to include:water supply and distribution design, water line design, sanitary sewer design, drainage design, wastewater treatment plant design, highway/street design, hydraulic studies, field engineering notes, amongst other projects.

GIS Analyst

CST III: 12082

Misael Perea, CST III

Misael began his experience in the field of engineering as a resident project representative in construction projects in Mexico. Misael has more than 7 years of experience as a GIS and Survey Technician and has performed various water and drainage, surveying, and construction projects. He has performed numerous projects with unmanned aerial vehicles (drones) and GIS mapping and data management. He is knowledgeable in Pix4D and ArcGIS software. Mr. Perea provides GIS solutions to help manage and execute engineering and surveying projects.

Survey Coordinator

Saul Alva, CST II

CST II: 0415-4815

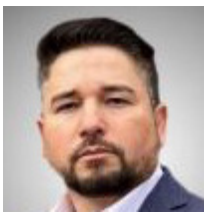
Saul has 24 years of experience in the engineering and surveying field. Real-Time & Post Processed GPS Surveying Training. He has extensive project experience in boundary surveys, preparation of legal descriptions, preparation of metes and bounds, utility location surveys, horizontal and vertical control surveys, easements and right-of-way plats and documents, survey for design, topographic surveys, survey for construction, as-built surveys, and GPS surveys.

Geotechnical Engineer

Bernardino Olague, PE, PMP - M.S. & B.S. Civil Engineering

PE TX: 81628
NM: 13301
AZ: 35578

Bernardino has 31 years of experience in the field of geotechnical engineering, with client experience in both private & public sector. Moreover, Mr. Olague is a Project Management Professional certified by the Project Management Institute (PMI), an accreditation he obtained in 2017. He has led and served as the geotechnical engineer of record of over 2,000 projects. Furthermore, he has also served as principal geotechnical engineer for multi-story medical and institutional buildings; and, most recently, he was lead geotechnical engineer for EPWater's Roberto Bustamante Wastewater Treatment Plant 2022 Expansion Project.



Transportation Engineer

Omar Moreno, PE - B.S. Civil Engineering

PE TX: 121230
AZ: 47053

Omar has 21 years of experience in transportation including planning, designing, constructing, commissioning and maintaining infrastructure projects. Omar has worked on various construction projects for TxDOT and the public sector as a project manager, construction engineer, and traffic engineer. Omar has experience managing daily construction operations for projects, identifying alternatives, resolving challenges, and reporting progress. His duties include supervising field inspections and records, ensuring contractor compliance with TxDOT or municipality standards, and monitoring project phasing and traffic control plans. Omar implements a project safety program and ensures OSHA compliance.

SUE Engineer

Tim Sullivan, PE - B.S. Civil Engineering

PE CO: 29225

Tim has experience in SUE, new construction, engineering design, renovations, environmental and radiological remediation, mining, and operation & maintenance projects. He has extensive knowledge working with contractors to execute and complete engineering designs and plans; ensuring adherence to project budget, schedule, work specifications, quality standards, and safety procedures and practices; reviewing change orders; reporting and presenting project status to
clients, regulators, and stakeholders; staffing and coordinating fieldwork with craft labor and contractors; and resolving technical on-site issues.

b. Name, address, telephone number, of the principal of the firm responsible for administration of the contract. List subcontractors, including addresses, qualifications and areas of responsibility.

Contract Administration

Javier Acosta, PE, PTOE, CFM
Vice President
1130 Montana Ave.
El Paso, TX 79902
(915) 533-4600

Subconsultants

2101 E. Missouri Ave., Suite B
El Paso, TX 79903
Phone: (915) 781-1532

LOI Engineers will support our team with geotechnical and environmental services. LOI is an El Paso-based minority firm solely engaged in the delivery of geotechnical engineering, geosciences, and construction materials testing services. FXSA and LOI have worked together on numerous projects for clients such as El Paso Water, Lower Valley Water District, school districts, City of El Paso, and other municipalities and counties.

404 Executive Center Blvd.
El Paso ,TX 79902
Phone: (915) 351-1900

JMT will support our team with transportation engineering. JMT is multidiscipline engineering/ architectural firm, offering an array of planning, design, and construction phase consulting services since 1971. FXSA and JMT have a great teaming relationship and have previously worked together on TxDOT projects in Reeves County and Midland, Texas.

1990 E. Lohman Ave.
Las Cruces, NM 88001
Phone: (385) 347-9577

SAM will support our team with SUE Level A. SAM offers life-cycle support to the design, development, and construction of transportation and infrastructure projects. SAM offers complete professional services intended to provide deliverables that can be utilized as base mapping for new development, as-builts, BIM modeling, and records. FXSA and SAM have teamed up for several federal pursuits.

c. Location of offices where the work will be performed and percent to be performed at each.

1130 Montana Ave.
El Paso, TX 79902

75% of the work will be performed at our headquarters office

2101 E. Missouri Ave., Suite B
El Paso, TX 79903

10% of the work will be performed at LOI El Paso office

404 Executive Center Blvd.
El Paso, TX 79902

10% of the work will be performed at JMT El Paso office

1990 E. Lohman Ave.
Las Cruces, NM 88001

5% of the work will be performed at SAM Las Cruces office

d. Name, address, and NM registration of the professional responsible for and in direct charge of the work.

Project Manager

Javier Acosta, PE, PTOE, CFM
Vice President
El Paso Headquarters
1130 Montana Ave.
El Paso, TX 79902
New Mexico Professional Engineer: 19976

The FXSA Team is experienced with rapidly meeting surge demands to ensure continuity of services and operations.

EVALUATION CRITERIA 3. PERFORMANCE OF THE FIRM

Description and name of a total of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.

1. City of Roswell, Country Club Road Feasibility Report - Roswell, NM

Contact Person: Louis Najar, PE, City Engineer
Phone: 575-637-6281
Completion: April 2023

FXSA, under a City of Roswell on-call contract, performed engineering services for Country Club Road (County Road 90) located in Roswell, New Mexico. The segment of roadway is approximately 1 mile in length from N. Sycamore to N. Montana/N. Union Ave. The ***proposed roadway*** will have 2 lanes in each direction, sidewalk and curb & gutter. FXSA performed a ***feasibility report*** that quantified and evaluated existing conditions. The report provided the information needed for the City of Roswell to make informed decisions about the design and construction of the roadway. The Feasibility Report included conducting record research (easements and ROW acquisition), existing conditions, considerations and recommendations for design and traffic capacity, coordination & planning. FXSA also conducted a ***Master Drainage Study*** that included analysis of the existing drainage and watersheds, analysis of the proposed developments, recommendations for drainage for the proposed roadway, drainage details, hydraulics, and 100 year flood design. Services also encompassed providing cross-sections and ADA ramp design for intersections. FXSA is currently working on the ***design plans & specifications*** for the Country Club Road. FXSA has performed topographic survey for the project limits as well.

2. Lower Valley Water District Fenter Road & North Loop Water & Sewer Line Design - Socorro, TX

Contact Person: Ed Long, PE, Chief Operations and Technical Officer
Phone: 915-791-4480
Completion date: In progress

The project consists of design & construction of 20,000 L.F. of a 12-inch ***water line*** and 8" ***sewer line*** along North Loop Drive in Socorro, TX. It will include 14 bore and case crossings along North Loop Drive at a maximum depth of 15 ft. and the proposed alignment invert elevation is estimated to run 6 to 7 ft. below ground surface. Reconstruction of streets may be ancillary to the project. FXSA conducted control survey using Virtual Reference Station, ***topographic/planimetric survey*** of the site and requested ROW & as-built information from TxDOT and client, to work on preliminary design of sewer and water lines. FXSA also obtained all necessary permitting. Moreover, FXSA performed ***SUE Quality Level A*** with 26 borings to a depth of 10 ft. and 28 borings to a depth of 25 ft, including traffic control. Project highlights: Pressure zone improvements within the LVWD water system and water service to 3,500 new homes. SUE along the pipeline corridor for high pressure gas lines. ***Hydraulic analysis*** of existing water lines to determine adequacy of service to the area. Permitting coordination with multiple agencies: EPWID#1, TCEQ, EPA, and TxDOT. Coordination with EPWID#1 due to the corrosion of the irrigation channels and with TxDOT, including traffic control for North Loop. Coordination with subconsultants for a new subdivision service connection. Project required dewatering to avoid conflict with the water table, since it is above the location of the new water and sewer systems.

3. Gracen Engineering & Construction, Santa Teresa Border Industrial Park Grading & Drainage - Santa Teresa, NM

Contact Person: Michael Sambrano, GRACEN
Phone: 915-228-2298
Completion: June 2021

FXSA performed engineering and surveying services for construction design. Project consisted of performing topographic survey of 11.564 acre tract, measure spot elevations on 50 feet by 50 feet grid, locate & measure all existing visible improvements on subject tract, locate & measure all visible, above ground utilities within survey limits, measure all drainage structures, culverts, channels, and arroyos within survey limits, grading plan, SWPPP, and drainage calculations. Project included coordination with Dona Ana County and ***FEMA for permitting.***

FXSA

CONSULTING CIVIL ENGINEERS AND SURVEYORS

WOSB, HUBZONE, DBE, HUB, TXDOT PRE-CERTIFIED

DUNS# 883946704
TBPELS# F-3584 and 100490-00
ISN ID# 400-199233

1130 MONTANA AVE.,
EL PASO, TX 79902
(915) 533-4600

611 1/2 S. OAK ST.,
PECOS, TX 79772
(432) 445-3707

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Frank X. Spencer & Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

FRANK X. SPENCER & ASSOCIATES, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "E"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Horrocks Engineers, Inc., of 2162 W Grove Parkway, Ste 400, Pleasant Grove, UT, 84062, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Horrocks Engineers, Inc. 2162 W Grove Parkway, Ste 400 Pleasant Grove, UT 84062 ATTENTION: Habib Abi-Khalil

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

HORROCKS ENGINEERS, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

COST PROPOSAL

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm _____

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 300
2	Project Engineer/Project Manager	$ 230
3	Senior Engineer	$ 240
4	Design Engineer	$ 180
5	Engineer Intern	$ 150
6	Engineering Technician	$ 130
7	Drafting Technician	$ 150
8	Survey Crew**	$ 140
9	Construction Inspector/Observer	$ 130
10	Administrative/Clerical	$ 120
11	Field Testing and Investigations	$ 130
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 20%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ at cost
16	Color Copies (per copy)	$ at cost
17	Prints 24x36 (per sheet)	$ at cost
18	Mylars 24x36 (per sheet)	$ at cost
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CITY OF LAS CRUCES

RFP NO. 23-24-050
FEBRUARY 27, 2024

PROPOSAL FOR

CIVIL ENGINEERING SERVICES

Horrocks

TRANSMITTAL LETTER

February 27, 2024
City of Las Cruces
700 North Main Street
Las Cruces, NM 88001
Via email to: bidclerk@las-cruces.org

RE: Civil Engineering Services for the City of Las Cruces

Dear Members of the Selection Committee:

Horrocks appreciates this opportunity to present our proposal for the City of Las Cruces (the City) Civil Engineering Services contract. Our proposal provides responses to the subject RFP and the requested civil engineering related services. Horrocks offers comprehensive planning and design services for civil engineering projects. Our continued expansion throughout New Mexico has required significant additions to our staff including engineers, project managers, and surveyors based in our state offices. This growth shows our committment to increasing both capacity and scope of our locally offered services.

Our Las Cruces office opened in 2022 to complement our Albuquerque and Santa Fe offices and provide southern New Mexico with engineering services to support the local communities. The Las Cruces office is currently staffed with nine professionals, including two senior engineers who are supported by junior engineers and technicians and backed by a more than 820-person team of professionals within the Horrocks organization. Our clients can attest to the integrity, ingenuity, and responsiveness we provide. Our proposal includes information about our key personnel's expertise, and other information that demonstrates our ability to serve the City through this on-call contract. The City's success is our success, and we will strive to effectively complete projects by working hard, working efficiently, and providing exceptional service and high-quality deliverables. We are excited to serve the City on any task assignment, large or small.

Our Principal-in-Charge, Habib Abi-Khalil, PE, is authorized by Horrocks to contractually obligate the organization and negotiate the contract on behalf of the organization. The direct point of contact for the duration of this on-call contract is Las Cruces-based, Alonzo Martinez, PE, who has over 10 years of engineering experience. Alonzo has delivered professional engineering services to the City since 2021. Alonzo has helped the City deliver infrastructure projects including the High Intensity Activated Crosswalk (HAWK) Signal on University Avenue. As shown in our proposal, Alonzo has managed on-call contracts for many agencies throughout New Mexico and is excited to work with the City on future tasks. Horrocks acknowledges the receipt of Addendum No. 1 on February 21, 2024 and Addendum No. 2 on February 23, 2024.

Sincerely,

Habib Abi-Khalil
Principal-In-Charge | Horrocks
Phone: (505) 553-1972
Email: habiba@horrocks.com

Alonzo Martinez
Project Manager/Point of Contact | Horrocks
Phone: (575) 888-3221
Email: alonzo.martinez@horrocks.com

INDEX

1. Technical Approach 1
2. Qualifications and Competence 8
3. Performance of the Firm 9
4. Compliance Declaration 14

EVALUATION CRITERIA NO. 1

TECHNICAL APPROACH

A. DESIGN

TRANSPORTATION FACILITIES

Transportation facilities play a crucial role in ensuring the efficient movement of people and goods. Our roads, highways, bridges, railways, airports, and public transportation systems provide the necessary infrastructure for various modes of transportation. **Leading our transportation efforts with the City, Alonzo Martinez, PE, is experienced in all facets of transportation-related projects and roadway infrastructure project mangement.**

ROADWAY DESIGN - PRELIMINARY & FINAL

Horrocks has demonstrated roadway design expertise at many levels from concept through final design. We have successfully completed projects across New Mexico showcasing our range of capabilities from high-volume urban facilities to low-speed rural roads. We adhere to each applicable roadway design standard including the American Association of State Highway and Transportation Officials (AASHTO) Green Book, AASHTO Roadside Design Guide, and Manual on Uniform Traffic Control Devices (MUTCD). City reference materials are comprised of standard drawings, design directives, standard and supplemental specifications, and special provisions. Our plan preparation will follow the City's design formatting guidelines. Our local experience in the Town of Edgewood for projects like Church Street Improvements, used many similar tactics we will employ with the City.

Our roadway design plans provide a comprehensive look at the project to determine the project phase and requirements of the site. From there, our team will use cover, title, and quantity sheets, surfacing schedules, notes, and survey control to keep project elements on track. Our professionals work with drainage systems like Storm Water Polution Prevention Plan (SWPPP), roadway and intersection plans, special details, grading plans, traffic control, and earthwork, as needed. Our team is well-versed in cross sections, utility plans, final cost estimates, and any provisions based on project requirements. For milestone submittals, we will prepare a detailed construction cost estimate, that utilizes average unit prices for City bid items, assemble project special provisions, and schedule a design inspection meeting with the City's staff and stakeholders. All comments and changes during this time are documented and provided to the City.

COMPLETE STREETS AND MULTI-MODAL DESIGN

Horrocks is well-versed in Complete Streets and Multi-Modal Design principles, aligning well with Las Cruces' Complete Streets ordinance aimed at improving traffic safety and providing more multi-modal options to residents. Along with the ordinance, Horrocks uses Public Right-of-Way Accessibility Guidelines (PROWAG), AASHTO, and National Association of City Transportation Officials (NACTO) design guidelines for pedestrian and bicycle facility design. Our team delivers context-sensitive designs while addressing engineering, environmental, and constructability constraints properly. We excel in ADA-facility design for pedestrians and have extensive experience in multi-use trail planning and design to develop collaborative solutions that address community concerns. The Multi-Use Trail Design Segment 2, located in Santo Domingo Pueblo in NM has shown our complete streets and multi-modal design practices while working with the communities around Horrocks.

Finished bike trail for the Multi-Use Trail Design Segment 2

Our team's valuable experience in ADA-facility design for pedestrians stems from a group of passionate cyclists who understand bicycle facility guidelines, but also are aware of the challenges faced by wheelchair users and cyclists alike. With a wealth of experience in multi-use trail planning and design, we are well-versed in the design requirements outlined in AASHTO and PROWAG guidelines. Having a local office provides us a better understanding of the needs and concerns of local residents ensuring a collaboration on the solutions that work best for all.

Traffic Design - Preliminary & Final

In traffic design, the Horrocks' team excels in interchange and intersection evaluation, traffic control plan development, traffic signal design, lighting analysis, permanent signing and striping design, access modifications, ADA/PROWAG compliance, traffic operations analysis, and traffic impact analysis for land development. Our team has the expertise to conduct comprehensive studies across diverse traffic scenarios, ensuring informed decision making based on accurate data collection and analysis. Horrocks' proficiency in traffic analysis methodologies will ensure our plans and design meet the needs of the City and their community.

Our team is skilled in all aspects of traffic analysis including highway capacity, signalized and unsignalized intersections, roundabouts, limited-access facilities, crash studies, and traffic signal warrants. We understand the types of input data required to complete traffic analyses and are familiar with the methodology to collect traffic counts, signal timing, and crash data.

Horrocks uses Synchro with SimTraffic for signalized intersection analyses, Highway Capacity Software for unsignalized intersections, and SIDRA and RODEL for roundabout evaluations. Synchro will be used to develop traffic signal system coordination and timing plans. If a complex simulation requires public review of proposed solutions, our team is well-versed in VISSIM, a traffic micro-simulation model. Our traffic engineers will guarantee the utilization of accurate data inputs for all analyses and each will be documented showcasing our methodology and the results.

STORM DRAINS

Maintaining existing infrastructure is a challenge for every municipality and requires occasional assessment and repair of water, wastewater, storm drain, and other utility systems. **Our professional engineering staff and our Drainage Engineer, Trevor Graff, PE, have extensive experience, expertise, as well as an understanding of the necessary structural and operational evaluation of existing sewer and storm drain pipelines.** Trevor and the Horrocks team bring storm drain expertise to contracts with the City such as University Avenue HAWK Signal Crossing. That experience includes providing all aspects of sewer system master planning, hydraulic and service area analyses, condition assessment studies, GIS mapping and data analysis, collection design, rehabilitation services, and construction inspection. In addition, we provide all the necessary services including right-of-way (ROW) engineering and 3D modeling to prepare plans, specifications, and bid documents.

We are knowledgeable in and have experience rating the condition of sewer and storm drain systems and manholes using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) condition rating systems. Horrocks has performed condition assessments for hundreds of miles of sewer and storm drain pipes. Our certified engineers have specific training and experience in asset management, CCTV condition assessment, capital improvement planning prioritization, and trenchless construction methods such as cured-in place pipe (CIPP), slip-lining, pipe bursting, horizontal directional drilling, pipe ramming, and jack-and-bore. We use this knowledge and expertise to compare the advantages and disadvantages of many options, helping save money and time and reducing impacts.

Example of a storm drain project along US-89 in Utah.

Horrocks' drainage staff has the resources required to address all elements of a storm water design project, including hydrologic and hydraulic (H&H) modeling, sediment transport, water quality, low impact development (LID) methods, erosion control, bridge scour analysis, floodplain management, design plan development, and construction support. Our engineers have expertise in the following:

- Use of the latest H&H methodologies and software such as Rational Formula, AHYMO, HEC-HMS, FLO-2D, HEC-RAS, HEC-RAS 2D, SRH 2D, CulvertMaster, HY-8, and FlowMaster
- Design of storm drain systems using StormCAD and AutoCAD Civil 3D

- Sediment transport analyses using HEC-6
- Design of detention/retention ponds and underground storage chambers using HEC-HMS and Pondpack
- Floodplain management including development of CLOMR/LOMR's
- Knowledge of the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES), SWPPP, MS4 Watershed Permit, and the development of associated required forms and plans

Furthermore, we specialize in the design and upgrade of existing stormwater systems for private, municipal, and transportation drainage projects. From debris basin, collection system, and water quality improvements, we excel in floodplain management to safeguard infrastructure, homes, and our natural water systems from potential damage caused by fires and/or flood.

UTILITIES

Our engineers are experts in the design and development of drinking water facilities, industrial water, irrigation, secondary irrigation, sanitary sewer, and water and wastewater treatment facilities. We can also provide services for the management and coordination of gas utilites. **Patrick Stewart, PE, joins our team as the Utilties Lead and brings his 33 years of experience in water and wastewater engineering.**

Horrocks working on a NMDOT SUE On-Call task

Water

As communities grow, the need for sustainable water management expands accordingly. We provide planning, design, and construction management for all components of sewer collection systems including lift stations and force mains, pump stations, pipelines, and treatment facilities, each specifically tailored to meet the needs of the project.

Horrocks has a full range of qualifications and experience with sewer collection and treatment systems. Our experience includes master planning, modeling, funding, permitting, surveying, treatment, design, construction management, and inspection for all types of sewer projects. Our team brings the necessary engineers, surveyors, technicians, and drafting experts to provide efficient sewer modeling, flow measurement, design, and construction management.

Horrocks assists clients with their industrial stormwater pollution prevention/plan (ISWPP/P) and offers a uniquely qualified team to help agencies develop site rehabilitation strategies and solutions to ensure compliance with increasingly stringent industrial Multi-Sector General Permit requirements.

Wastewater

Horrocks designs advanced facilities such as headworks, raw water metering, biological nutrient removal, clarifiers, digestion, aeration basins, sludge and biosolids holding, equalization basins, diversion structures, drying beds, compost facilities, disinfection (UV chlorination and dechlorination), outfall design, air blower equipment, and process and instrumentation. We use hydraulic modeling and secondary lift stations to optimize waste treatment processes. Furthermore, we perform National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) permitting while working through the regulatory agencies to comply with national and state requirements.

Natural Gas and Energy

We recognize that gas utilities play a crucial role in providing a reliable and efficient engery source for businesses and households throughout the City. Our services include pipeline location, damage inspection, system patrolling, and hazard prevention. Gas utility designers play a crucial role in ensuring the efficient and safe operation of gas distribution systems.

We facilitate utility coordination, prepare relocation estimates and agreements, and conduct field visits to gather utility information. By prioritizing infrastructure integrity, safety protocols, and regulatory compliance, we contribute to the dependable and efficient delivery of natural gas to our clients.

SITE DEVELOPMENT

Horrocks has provided our site development services on projects throughout the western United States for the last three decades. **Leading our Site Development**

efforts is Kevin Salcido, PE. He brings 29 years of experience leading site planning, infrastructure design, environmental assessment and obtaining necessary permits and approvals throughout project lifecycles. We understand the critical role of site development review in the planning and design process of a construction project. Kevin and his team have a proactive approach to allow for a comprehensive assessment of the proposed site to ensure that it meets all the necessary requirements and regulations. During the site development review, various aspects such as zoning, land use, environmental impact, and infrastructure are carefully evaluated. Additionally, site development review ensures that the project aligns with the overall goals and objectives of the community and promotes sustainable and responsible development.

The site development review process typically involves collaboration between the City and various stakeholders, all of whom bring their expertise to ensure adherence to applicable codes and regulations. This approach provides an opportunity for public input and engagement, allowing community members to voice their concerns or provide feedback on the project. By conducting a thorough site development review, potential risks and challenges can be resolved early, keeping the construction process smooth. Our goal is to create sustainable, planned infrastructure that works for the community's needs and aspirations of businesses and residents alike.

ENVIRONMENTAL INVESTIGATIONS AND STUDIES

Horrocks brings advanced experience in environmental documents required by NEPA. NEPA documentation is required to ensure transparency with the public prior to the infrastructure initiative. **Nicole Tolley, PE, leads team in our environmental studies efforts, spearheading comprehensive investigations and studies to generate required documents.** With over two decades of applicable experience, Horrocks continues to document diverse environmental resources and impacts across the communities we serve, ranging from biological resources and water quality to hazardous waste and environmental justice issues. We are committed to continually learning and innovating in order to fulfill our clients' needs.

To ensure consistent, quality documentation, we adhere to a stringent quality control process and hold regular internal and project team meetings. The purpose of these meetings go beyond reporting. We utilize this time for effective collaboration with project owners and stakeholders to coordinate project direction, address challenges, resolve conflicts, and accommodate specific project requirements.

We have the staff and resources necessary to produce any environmental document document the City may need and frequently produce the following document types:

- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Categorical Exclusions (CEs)
- State Environmental Studies (SESs)

SUBSURFACE UTILITY ENGINEERING (SUE)

Horrocks has provided complete, in-house SUE services for 17 years, cultivating a well-trained, experienced staff who can perform all aspects of SUE consistent with ASCE 38-22 standards, Quality Levels (QLs) D, C, B, and A. **Our SUE Lead, Ryan McDonough, and his team of experienced staff understand the importance of providing accurate utility information early in the development of projects.** Utilizing their extensive experience, our SUE team conducts conflict analysis to identify locations where utility mitigation is needed. This approach enables designers to naviagate potential conflicts efficiently, ultimately minimizing the need for unnecessary utility relocations.

Our SUE team's streamlined scheduling and documentation techniques allow us to keep projects moving forward with minimal disruption to the project site. Our local staff is equipped with the skills and equipment to perform any anticipated SUE services, maintaining flexibility and efficiently thoroughout the project timeline.

Horrocks team member completing SUE tasks with VAC truck

CONSTRUCTION CONTRACT ADMINISTRATION

Our Project Manager (PM), Alonzo Martinez, PE, will lead construction administration efforts with the City. We understand the importance of timely decisions during active construction phases. Our team members are ready to serve the City by facilitating decision-making, efficiently coordinating with contractors, and alleviating all possible burdens. Alonzo brings extensive experience in maintaining up-to-date construction contract services.

We will assign the appropriate team member to evaluate construction-contract-related requests. If needed, we will discuss with other team members or the City to produce an accurate, beneficial responses. We will work to provide resources to accomplish contract goals and will communicate a clear timeframe with the City.

In contract administration, Alonzo and his team thoroughly review the contractor-proposed cost savings and price adjustments. The team then gathers relevant facts to understand the requests of the project including field conditions, the original contract, previous commitments, and potential utility conflicts. We document all findings and share them with the City promptly. We also offer support by facilitating meetings, presenting justifications, and preparing documentation.

LAND SURVEYING ACTIVITIES

Horrocks has an experienced New Mexico survey group who works closely with other disciplines within our office to provide seamless services on projects. We use cutting edge technologies including mobile LiDAR, static LiDAR, and SLAM LiDAR in addition to aerial LiDAR, RGB orthoimagery, multispectral imagery, and high-definition video capture from UAV (drone) platforms. Our comprehensive range of services includes re-tracing and/or staking alignment(s), horizontal and vertical control, level surveys, cross-sectioning, topographical surveys, ROW searching and field locating, property description searching, locating and surveying section corner searches, and survey title work.

The project control survey will be certified by our Survey Lead, Jacobo Pacheco, PS, CFedS, a New Mexico registered land surveyor. The Horrocks survey team is outfitted with the latest conventional survey equipment such as GNSS, robotic total stations, and digital levels. Our survey team maintains meticulous records and prepares survey-related exhibits, aerial target placement, LiDAR, boundary, laser scanning, as-built, hydrographic, and construction surveys. Our full-service surveying and mapping staff enables us to provide field-to-finish surveying support for any engineering project.

With our combination of advanced capabilities and expertise, Horrocks delivers a wide array of surveying and mapping services cost-effectively, utilizing the most suitable tools and technologies tailored to each task assignment.

Horrocks team member gathering survey data.

DRAINAGE REPORTS AND FLOOD STUDIES

We create storm drain master plans to meet cities' and counties' current and future flood prevention plan needs. We understand that the type of study or report that is needed will depend on the individual task. We will begin by meeting with the City to determine the hydrologic and hydraulic methods to be used for the analysis. Our team will prepare the appropriate documentation that could include a FEMA flood study to determine flood risk and develop floodplain maps, reports, plans or forms as needed and submit them to the appropriate agencies and the City. **Our local drainage team is led by Trevor Graff, PE who has over 10 years of direct drainage experience. He is highly fluent in all hydrologic and hydraulic software analysis tools commonly used in New Mexico.** Horrocks utilizes drainage reports and FEMA flood studies to inform various aspects of our work:

- **Planning and Design:** Assessing existing drainage conditions and flood risks to inform the design and placement of drainage infrastructure.
- **Hydrologic and Hydraulic Analysis:** Conducting modeling to determine water flow rates, volumes, and potential flood extents, aiding in effective drainage system design.
- **Compliance with Regulations:** Ensuring designs meet local, state, and federal regulations including FEMA regulations for obtaining necessary permits.

- **Mitigation Strategies:** Developing strategies, such as flood control structures or natural floodplain management techniques, to reduce flood risks and protect infrastructure.

Horrocks relies on these reports and studies to enhance drainage design, ensure regulatory compliance, and implement effective flood mitigation measures.

DESIGN OF AIRPORT FACILITIES

Our aviation team is lead by Lee Underwood, who has over 40 years of experience working with local, state, and federal entities on various airports. We excel in planning, design, construction, and execution of airport-related services. Our personnel are registered in multiple states with experience in program management, Navigational Aids (NAVAIDS), terminal airside/landside, grant management, and more. Horrocks has provided design and construction phase services that include the reconfiguration of large expanses of pavement at taxiway intersections which increased airfield safety, and reconstruction and expansion of a 135,000-square yard aircraft holding pad in addition to upgrading main gates, reconfiguration of storm drains, utilities, and fencing.

B. EXPERT WITNESS IN A JUDICIAL SETTING

Horrocks has qualified staff who have provided their expertise in a judicial setting as an expert witness. The expert witness plays a crucial role in providing specialized knowledge and opinions to assist the court in understanding complex issues. Expert witnesses are often selected based on their qualifications, reputation, and experience in their respective fields. They are called upon to provide objective and unbiased opinions developed from their knowledge and analysis of the evidence presented.

The expert witness serves as a valuable resource in helping the court navigate technical or specialized aspects of a case and arrive at a well-informed judgement. Some examples where Horrocks staff has served as expert witnesses are for the **Attorney General of the State of Utah on behalf of Utah Department of Transportation, Arizona Department of Transportation, and the Utah District Attorney's Office.**

C. PROJECT MANAGEMENT

Horrocks has a staff large enough to offer specialty expertise and complete substantial engineering projects, while remaining nimble enough to complete any project, no matter how small the scope. This enables us to be responsive to the needs of each project, regardless of size or complexity. The cornerstones of our management philosophy are communication and documentation which focus on external communication with the City and internal communication within the team. We utilize video conferences and web-based tools including dashboards and interactive GIS apps to coordinate work efforts, allocate resources, and follow up on action items. Proper documentation is a crucial element of project management, especially for key decisions that influence a project's outcome. Our team members have filled engineering resource augmentation service (ERAS) positions with agencies as Project Managers in the past and fully understand the impacts and implications. We have found that by working collaboratively with agency leadership to forecast ERAS needs, we can consider options such as using the resources of our team, adding resources in specific focus areas for projects, or adding additional subconsultants to our team to best position us to respond to any need.

D. CONSTRUCTION INSPECTION

Horrocks has provided comprehensive construction engineering and inspection services for federal, state, and local projects for more than three decades. Members of our staff have the required training, qualifications, certifications, and proven track record to successfully complete construction inspection services.

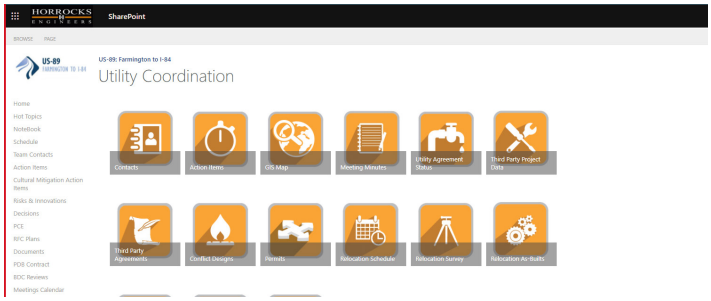
Construction inspection personnel provide continuous, on-site monitoring of the contractor's work, resolve issues that arise, and conduct meetings from bid opening to project closeout. On-site personnel monitor the contractor's work for safety, adherence to traffic control plans, and compliance with plans and specifications. Our inspectors are trained to identify and find solutions to potential construction problems or conflicts. Our staff regularly uses ProjectWise, AAHSTOWare Project Construction Module, and QASP Version 1.1.1 to manage project data as well as Microsoft Project software to monitor construction schedules. These tools are instrumental in keeping projects on track and maintaining effective coordination between the client, contractor, and inspection team. We have successfully completed over 50 task orders for NMDOT through our Staff Augmentation On-Call 2020-2024 contract, where we placed certified inspectors, schedulers or specialized staff, as requested.

E. DELIVERABLES

PRELIMINARY REPORTS | The Horrocks team works with preliminary reports to gather and analyze data, assess project needs and requirements, identify potential issues, and develop initial recommendations and proposals. These reports serve as a foundation for further project planning, design, and decision-making. Horrocks will gather and interpret survey results, testing reports, and any other information required by the City at the start of the project. The team will use the information in the preliminary reports to communicate with stakeholders, coordinate with agencies, and ensure that project goals and objectives are planned out and agreed upon.

PROGRESS AND COMPLETION REPORTS | Progress and completion reports are used to track and communicate the status of a project throughout its timeline. These reports provide an up-to-date view of the project's progress including the time billed to projects, percentage of the budget spent, and budget remaining. Reporting early and often during the project facilitates effective communication among project team members and stakeholders. They serve as a forum to coordinate data needs, design decisions, report production milestones, and review design details. Enhanced communication through these reports can lead to an improved design and final product.

Overall, progress and completion reports provide a comprehensive overview of the project's progress, allowing project managers and stakeholders to make informed decisions, address any issues or changes in scope, and ensure successful project completion.



Sample project dashboard

CONSTRUCTION DRAWING AND DOCUMENT SPECIFICATIONS| We are prepared to provide the City with a skilled team of engineers, designers, and CADD technicians adept in modern design software like AutoCAD and Civil 3D, ensuring the production of top-notch construction documents aligned with client standards. Our team is well-versed in programs such as MicroStation and OpenRoads ConceptStation, which offer 3D models and digital deliverables compatible with Automated Machine Guidance (AMG) equipment.

Prioritizing communication and collaboration, we employ various tools like teleconferencing and web-based project dashboards to keep stakeholders informed throughout the process. With expertise in stakeholder coordination, Horrocks conducts project briefings and maintains a web-based contact management database to ensure seamless collaboration and address concerns, ultimately delivering comprehensive and high-quality construction documents.

Horrocks will use the specific requirements and guidelines required by the City in the preparation and formatting of documents. All deliverables in the Scope of Work will be provided to the City with a high-level of detail in formats and specifications. All drawings, documents, analysis, surveys, etc. will be provided via City-approved methods.

QUALITY MANAGEMENT PROGRAM (QMP) | Horrocks realizes that a vigorous quality program has many benefits including improved deliverables and increased protections for both the City and the Horrocks team. Before starting any task or project, we conduct a thorough review to fully understand the requirements and ensure we provide the City with the necessary resources for a successful project.

We establish a quality plan that is based on proven workflows throughout the project lifecycle. This plan will be shared with the project development team and all quality-related documents and reviews. The key elements of our quality plan include:

Initiation: Identify team members and contact information, summarize communication plans, outline project goals and schedules, and communicate project budgets to all team members.

Development: Format deliverables, summarize the control of design documents and their locations, outlining design data.

Quality Control (QC) During Development: Implement a multi-pronged approach to quality verification, conduct independent review of all work deliverables before submission to the City. This includes plan set documents, cost estimates, Design Approval Requests (DAR), public involvement materials, and other necessary materials.

These reviewed are completed within the framework of two tiers:

Tier 1: A standard review that focuses on the specific deliverable being reviewed. This shows whether the deliverable meets its intended purpose.

Tier 2: A more in-depth review that also includes review of materials leading up to the development of the deliverable, such as contract, amendments, environmental documents, and other project communications. This review is intended to confirm whether the project acheived its broader objectives.

Our team is committed to upholding high standards of quality throughout the project timeline, ensuring high quality is consistently achieved.

SCHEDULE MAINTENANCE AND COST ESTIMATING | Horrocks ensures smooth project operations by utilizing specialized software to track budgets and schedules in real-time while also employing tools to manage costs and control spending.

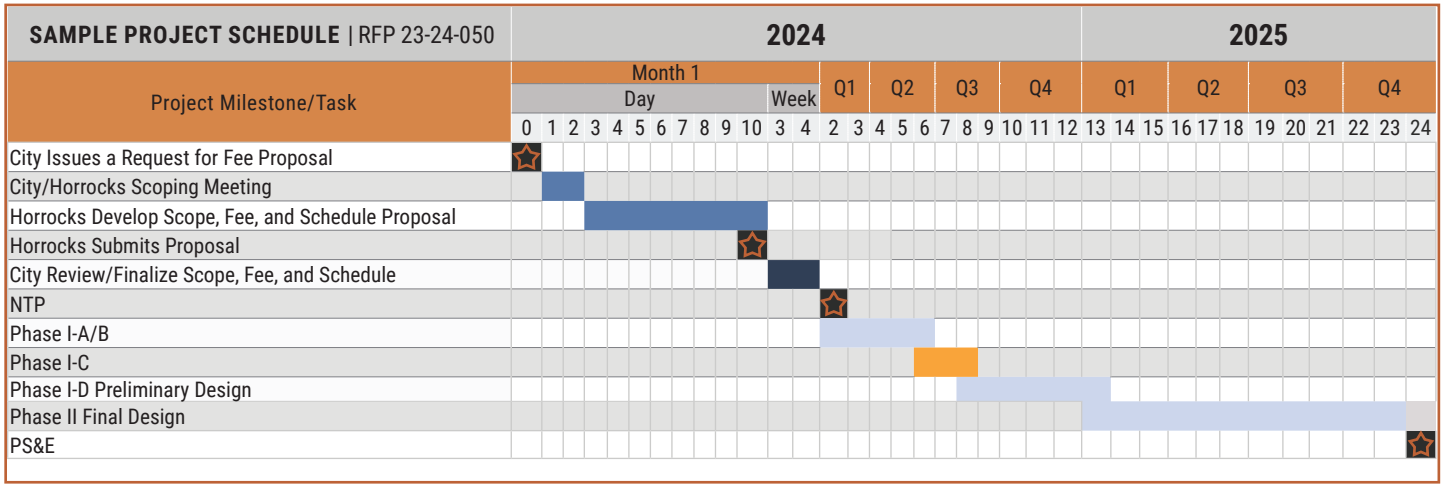
Our team stays on top of the project schedule by holding regular progress meetings to review project status and discuss design or mitigation strategies decisions promptly. Horrocks effectively allocates resources to maintain schedules and mitigate delays, ensuring efficient solutions are delivered to the City on time. Our team's comprehensive approach highlights our commitment to project success and client satisfaction.

Horrocks' relationships with local contractors allows the team to identify the most value-based options that meet current standards. The team also verifies construction pricing through recently bid projects in the surrounding areas which helps determine more accurate pricing to meet the clients' budgets. Horrocks will often seek assistance from our subconsultant partners when completing estimates for portions of the project that require outside expertise.

BAR CHART SCHEDULE | Proper scheduling and planning are critical to a project's successful delivery. Due to the nature of on-call contracts, the needs for each project will vary based on the particular task needed. A sample bar chart schedule, which shows a possible project schedule, is provided for reference. We will work with the City at the outset of each request task to:

- Understand the specific schedule needs.
- Develop a proposed schedule that accomplishes the overall needs and meets critical milestones.
- Communicate throughout the process with the City regarding the schedule status and work progress.

Our team will schedule projects according to their complexity, ranging from simple tasks to larger, more complicated projects that require intricate development and skillful planning. Scheduling software will be used as needed to assist in this process.



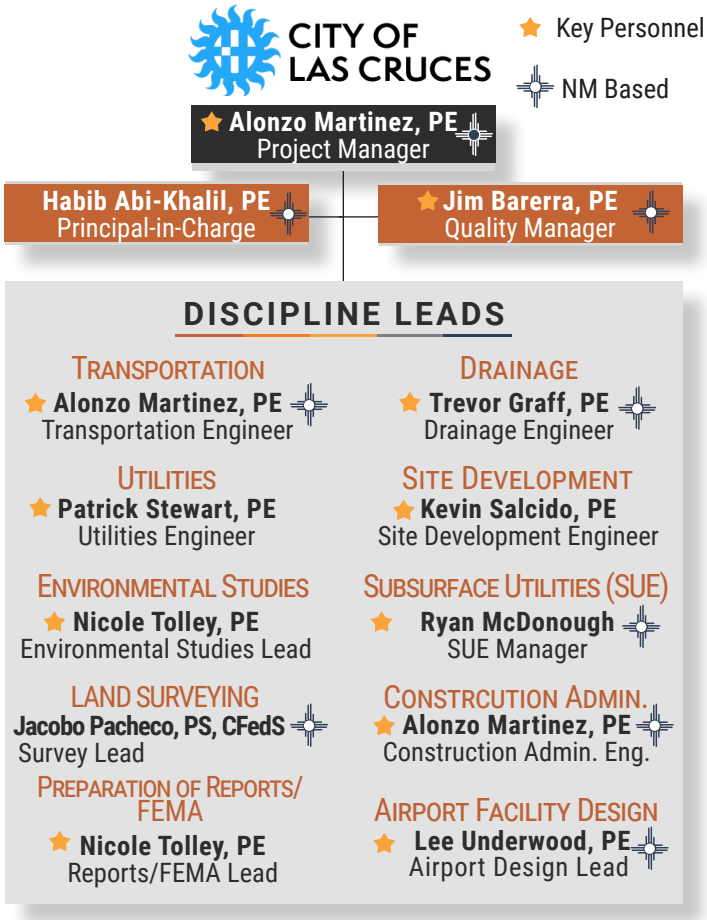
EVALUATION CRITERIA NO. 2

QUALIFICATIONS AND COMPETENCE

A.KEY PERSONNEL

Established in 1968, Horrocks has gained a reputation as one of the premier firms in the western United States for providing quality professional engineering services. We are a mid-sized, regional firm with 820+ employees, including 212 licensed engineers and a complete support staff of technicians, surveyors, public involvement specialists, CADD operators, GIS professionals, and administrative personnel. Horrocks has 21 office locations throughout New Mexico, Arizona, California, Utah, Nevada, Idaho, Colorado, Texas, and Washington.

Each key member included on the Horrocks team can reference their relevant experience while utilizing a well-rounded team of support staff and technical personnel, as necessary, to meet the needs of any project the City may require. The following organizational chart highlights our experienced staff members, followed by brief resumes showcasing our key personnel's experience with relevant projects similar to this on-call.



SUPPLEMENTARY LAS CRUCES STAFF MEMBERS

Adilen Martinez, EIT
Engineering Support

Andres Torres, EIT
Engineering Support

Kris Montoya
CAD Support

Luis Guigon Canseco, EIT
Engineering Support

ALONZO MARTINEZ, PE, MBA
PROJECT MANAGER, TRANSPORTATION ENGINEER, AND CONSTRUCTION MANAGEMENT LEAD

Education: MBA New Mexico State University, BS Civil Engineering, New Mexico State University

Licences: NM PE No. 24647

Availability: 50%

Alonzo has ten years of experience in engineering and project management. His experience includes transportation-related projects and roadway infrastructure project management including planning, design, MOT, construction administration and observation, and project closeout. Alonzo has experience developing plans to manage traffic during constriction, ensuring compliance with the local regulations and safety standards. As the Project Manager for this project, he will be responsible for coordination between the City and the project team. He is certified as a Traffic Control Design Specialist with the American Traffic Safety Services Association (ATSSA) since 2015. Alonzo is based in Las Cruces which will help expedite the team's response time to any issues that may arise.

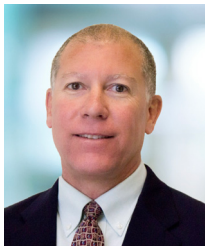
HABIB ABI-KHALIL, PE
PRINCIPAL-IN-CHARGE (PIC)

Education: BS Construction Management and Engineering

Licences: NM PE No. 24647

Availability: 20%

Habib will serve as the PIC responsible for the administration of this contract. Habib has 34 years of engineering experience, most of which was spent with the NMDOT where he served as the Acting District 5 Engineer, the Assistant District Engineer for Engineering Support, Resident Engineer, Project Engineer, Associate Engineer, Assistant Engineer, and Junior Engineer. His extensive experience has given him a very unique and intricate understanding of public works engineering.



JIM BARRERA, PE, PTOE
QUALITY MANAGER

Education: BS Civil Engineering, University of California, Irvine
Licences: NM PE No. 15723
Availability: 30%

Jim is a Senior Engineer with 34 years of experience in transportation and traffic engineering, including expertise in the design of traffic signals, roadway lighting, signing and striping, construction traffic control, and intelligent transportation systems. Jim has been working with traffic in New Mexico since he arrived in 1998 to serve as the Big I Project Traffic Engineer. Through these years of local experience, he has become well-versed local agency design standards and practices. Jim was selected for this project because of his expertise in quality management and the breadth of experience he has.

TREVOR GRAFF, PE
DRAINAGE ENGINEER

Education: BS Civil Engineering, Utah State University
Licences: NM PE No. 25867
Availability: 25%

Trevor has eight years of transportation engineering experience and has been involved in roadway design, construction, and management throughout his time at Horrocks. He is proficient in roadway engineering software and posesses strong analytical and problem-solving skills while remaining familiar with local and state regulations. Trevor has designed hydraulic facilities for various transportation projects, including freeways, interchanges, intercity roadway projects, and rural highways. He has experience with the design of stormwater conveyance systems, culvert crossings, erosion control, and storage and water quality facilities. Trevor excels at utility conflict resolution and cross-discipline coordination. He has completed over a dozen projects in New Mexico and is highly knowledgeable in local requirements

PATRICK STEWART, PE
UTILITIES ENGINEER

Education: MS Civil Engineering, University of New Mexico, BS Civil Engineering, Brigham Young
Licences: NM PE No. 13511
Availability: 30%

Patrick has 32 years of experience in water and wastewater engineering and construction management. During his 27-year tenure with the Indian Health Service, Patrick assisted small communities in developing their initial water and wastewater facilities. His designs were tailored to accommodate the limited resources available for operation and maintenance in these communities. Patrick has been involved in replacing aging and undersized facilities for larger communities integrating designs seamlessly into their current operations. He is a professionally licensed engineer in the state of New Mexico and is fluent in Spanish. Patrick enjoys working with the diverse communities of New Mexico and aiding community leaders in finding optimal solutions for their water and wastewater needs.

KEVIN SALCIDO, PE
SITE DEVEOPMENT ENGINEER

Education: BS Civil Engineering Technology, New Mexico State University
Licences: NM PE No. 16185
Availability: 30%

Kevin has nearly 30 years of experience in the civil, geotechnical, and environmental engineering field. The majority of his experience is in roadway design, soils, pavement analysis, design, traffic analysis, grading, and drainage designs. Kevin has worked closely with local, city, county, and state government agencies to coordinate numerous roadway designs, large scale site developments, and utility designs. His previous project work ranges from small subdivision design to large area, multi-million dollar master planned developments.

NICOLE TOLLEY, PE
INVESTIGATIONS AND STUDIES LEAD AND PREPARATION OF REPORTS/FEMA LEAD

Education: BS Civil Engineering, Brigham Young University
Licences: UT PE No. 5569768
Availability: 25%

Nicole is a professional engineer with 20 years of environmental document preparation experience with a heavy emphasis on NEPA policies and procedures. Nicole has filled the role of Project Manager or Environmental Lead on several of Horrocks' recent projects and has demonstrated strength in managing and creating defensible environmental documents that comply

with all necessary requirements. She has a thorough understanding of the environmental process and how to analyze and effectively communicate results. Nicole is an expert at building ownership, motivation, and commitment of the team by monitoring scope, schedule, and budget.

RYAN MCDONOUGH
SUE MANAGER

Education: BS Business, Univeristy of New Mexico

Availability: 20%

Ryan has more than 13 years of experience working in the utility sector as a contractor for local utility owners, Century Link, and Comcast. During this time, Ryan worked predominantly in utility designating, focusing on damage prevention, risk assessment, and liability management. In the last six years with Horrocks, Ryan has performed records research, utility mapping, surveying, and utility coordination for a wide variety of projects including drainage redesign, bridge widening, telecommunications upgrades, and utility relocation. Ryan also has extensive experience in the use of radio detection equipment and ground penetrating radar and has a good understanding of both their strengths and limitations in the field.

JACOBO PACHECO, PS, CFedS
SURVEY LEAD

Education: BS Surveying Engineering, New Mexico State University

Licences: NM PLS No.17822

Availability: 25%

Jacobo has 20 years of experience in the land surveying profession and has provided professional surveying and mapping services throughout the state of New Mexico. He has experience in direct oversight and personal supervision of all survey-related work, client relations, project scoping, project management, resource management, program management, and quality control. Jacobo's expertise ensures all surveys executed under his direction are performed in accordance with applicable laws and regulations, as well as the project specific accuracy requirements. His CFedS certification ensures he has the requisite training and experience needed to properly address survey related issues specific to tribal lands.

LEE UNDERWOOD, PE
AIRPORT FACILITIES DESIGNER

Education: BS Civil Engineering, Iowa State University

Licences: NV PE No. 09441

Availability: 20%

Lee has 38 years of professional experience, encompassing program management and design. Over the past 30 years, he has specialized in aviation, playing pivotal roles in the development of two Greenfield airports - serving as the design lead for one and as the program manager for the other. Lee's expertise extends across various aviation projects, including runways, taxiways, aprons, fuel systems, NAVAID's, water/fire distribution lines, sewage collection systems, roads, parking lots, and drainage systems. His proficiency also encompasses structural, roadway, and utilities design, coupled with a keen understanding of design-build, design-bid-build, and construction management methodologies.

B.PRINCIPAL RESPONSIBLE FOR ADMINISTRATION OF CONTRACT

Habib Abi-Khalil, PE | NM PE 13475
6001 Indian School Road NE #250,
Albuquerque, NM 87110
habiba@horrocks.com | (505)553-1972
Habib will be the main point of contact for all questions during the duration of the contract.

C. LOCATIONS OF OFFICES WHERE WORK WILL BE PERFORMED

This on-call contract will be administrated out of the Las Cruces, New Mexico office (70%) with support from staff in the Albuquerque office (20%), and the Santa Fe office (10%). The New Mexico staff is currently made up of 41 employees. Employees in our three New Mexico offices are available to respond to the City's needs on this important on-call contract. Our firm was established on the foundation of providing extensive design services for federal, state, and local agencies throughout the western states. We understand experience, responsiveness, quality, communication, and providing value are essential to the City and the success of this on-call.

D. PROFESSIONAL RESPONSIBLE AND IN DIRECT CHARGE FOR WORK

ALONZO MARTINEZ, PE, MBA | NM PE 24647
alonzo.martinez@horrocks.com | (575) 888-3221

Alonzo will be the main point of contact for all questions during the duration of the contract.

EVALUATION CRITERIA NO. 3

PERFORMANCE OF THE FIRM

Horrocks has been fortunate to hold various on-call contracts that resulted in successful projects. Our team has a track record of completing assigned task orders on time and on budget while fully meeting the project requirements. We have highlighted several projects relating to potential tasks under this on-call contract. We encourage you to reach out to our references for these projects that showcase our quality of work, compliance with project requirements, adherence to schedules, and cost control of budget commitments.

MESCALERO CARRIZO WATER – Mescalero Apache Tribe, Mescalero, NM

REFERENCE: Hoy Sago, Acting MAT Utilities Manager
(575) 973-5830
hoytsago@mescaleroapachetribe.com

Estimated Construction Total: $9.424M

Horrocks is working with the Mescalero Apache Tribe Public Works Department to complete the design for the Carrizo Water System Improvements Project. Design began in March of 2023, and the project goal is to construct new 8- and 10-inch water lines to replace the old undersized 6-, 4-, and 2-inch pipe, replace existing service lines, and construct pressure-reducing valves (PRVs) with vaults to regulate system pressures. Other issues that the project will address are providing improvements to the Upper Pena Water Storage Tanks, Upper Pena Booster Station, and State Well Pumphouse, replacement of inoperable gate valves and fire hydrants throughout the system, and abandonment of groundwater wells and water storage tanks that are no longer being utilized.

ROCKAWAY BOULEVARD RECONSTRUCTION – City of Rio Rancho, Rio Rancho, NM

REFERENCE: Bill Ladd,
(505)891-5000, bladd@rrnm.gov

Estimated Construction Total: $3.688M

Horrocks designed the reconstruction of Rockaway Boulevard in Rio Rancho and provided construction services for full depth removal of surfacing, subgrade preparation, base course, Hot Mix Asphalt (HMA), side street tie-ins, spillway design and intersection regrading, signing and striping, and permanent signing. A critical part of the project was the design of a new 10-inch water pipeline to replace the aging system. As part of the replacement project, we added fire hydrants to meet city standards on hydrant spacing installation. Horrocks also provided an inspector for roadway items inspection, miscellaneous curb and gutter, sidewalk and ADA curb returns, materials testing monitoring, QA analysis on materials testing, traffic control management, storm water best management practices monitoring, approval of monthly pay quantities and recommendation for payment.

Rockaway Boulevard Construction

MESCALERO APACHE INFRASTRUCTURE IMPROVEMENTS - Mescalero Apache Tribe, Mescalero, NM

REFERENCE: Eric Gutierrez,
(575) 464-4431, (575) 491-5693
eric.gutierrez@mescalero.org

Estimated Construction Total: $2.85M

Horrocks was contracted by the Mescalero Apache Tribe to plan, design and administer construction for various infrastructure improvements throughout the Mescalero Apache School Campus. These improvements included drainage, ADA, sidewalks, parking lots, and lift station.

Phase I Planning was completed in summer of 2021, design in early 2023, and construction began in summer of 2023. Construction is scheduled to be completed this winter 2024. Horrocks is currently providing construction administration and observation services. Phase I of this project is currently within budget and on schedule.

Phase II consists of retaining walls, ADA improvements and regrading for the walking path to the track. Design was completed in winter 2023, and the project is currently shelved waiting on construction funding.

BUSINESS LICENSES

CITY OF LAS CRUCES BUSINESS REGISTRATION LICENSE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 5

Type	Number
Business Registration License - BUSINESS SERVICE	24621-22
	Issue Date 08/24/2023
	Expires **5/30/2024**

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Horrocks Engineers, Inc
555 TELSHOR Blvd
STE 300
NM

STATE OF NEW MEXICO RESIDENT BUSINESS CERTIFICATE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **HORROCKS ENGINEERS, INC.**
DBA: **HORROCKS ENGINEERS, INC.**
2162 W GROVE PKWY STE 400
PLEASANT GROVE, UT 84062-6728

Expires: **28-Apr-2025**

Certificate Number:
L0758192048

Stephanie Schardin Clarke
Cabinet Secretary

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Horrocks LLC

6001 Indian School Rd NE #250,

Albuquerque, NM 87110

Alonzo L. Martinez
Authorized Signature
Alonzo Martinez
Typed or Printed Name
Project Manager
Title
alonzo.martinez@horrocks.com
Email Address

Telephone number 575-888-3221 Fax number N/A

NM Tax & Revenue Dept. CRS # CRS #03-344738-00-1

Current NM Secretary of State Business ID # _____ (corporations only)

Current CLC Business Registration # 24621-22 (respondents located in Las Cruces only)

Federal I.D. number 87-0296502 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Horrocks Engineers, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

HORROCKS ENGINEERS, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "F"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Johnson, Mirmiran, & Thompson, Inc., of 40 Wight Ave, Hunt Valley, MD, 21030, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Johnson, Mirmiran, & Thompson, Inc. 40 Wight Ave Hunt Valley, MD 21030 ATTENTION: Melchor Herrera

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

JOHNSON, MIRMIRAN &
THOMPSON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm _____

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$260.00
2	Project Engineer/Project Manager	$210.00
3	Senior Engineer	$190.00
4	Design Engineer	$145.00
5	Engineer Intern	$ 70.00
6	Engineering Technician	$120.00
7	Drafting Technician	$110.00
8	Survey Crew**	$210.00
9	Construction Inspector/Observer	$130.00
10	Administrative/Clerical	$ 70.00
11	Field Testing and Investigations	$135.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	3%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.12
16	Color Copies (per copy)	$ 0.65
17	Prints 24x36 (per sheet)	$ 4.00
18	Mylars 24x36 (per sheet)	$ 9.00
19	Photo Quality Plots (per plot)	$22.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department / Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

RE: RFP 23-24-050 – Civil Engineering Services

Dear Selection Committee,

Johnson, Mirmiran & Thompson, Inc. (JMT) appreciates the opportunity to grow our partnership with the City of Las Cruces (CLC), to provide civil engineering services, including program and construction management and inspection services. Our experience includes providing services to public and private sectors throughout Texas and New Mexico, enabling us to provide a client-focused comprehensive strategy to assess and build critical infrastructure to make a stronger community. Our technical approach herein will demonstrate that the JMT Team possesses valuable knowledge and experience, equipping us with the expertise to address and respond to CLC's engineering needs proficiently.

Gerardo Garcia, PE (NM PE # 29361, Exp. 12/31/2025), CCM, will lead the program and project team as Project Manager (PM) with over 15 years of experience in construction and project management, planning and scheduling, contract compliance and administration, civil design, cost estimating, and quality control and assurance. Gerardo has experience preparing construction procurement packages for multiple agencies and their projects. **Jaime Gallo, PE (NM PE # 22749, Exp. 12/31/2025), CCM,** will act as the Project Principal, bringing 26 years of civil engineering and construction management experience. Jaime has developed numerous civil designs, acquired commercial development permits, and overseen all aspects of construction for large, complex projects for multiple agencies for roadways, streets, infrastructure, utilities, and aviation.

JMT Texas's in-depth understanding of infrastructure, facilities, and construction challenges, with support from JMT's overall national construction management expertise, offers the CLC a dedicated team. JMT has a strong working relationship further supported by proven survey and SUE subconsultant FXSA – a trusted firm keenly aware of CLC's goals and objectives. Our tactical and highly competent team ensures that CLC has capable and skilled professionals who have successfully collaborated on local and statewide projects and can fulfill the project's required disciplines.

We look forward to this opportunity to assist CLC with its civil engineering needs. Please contact our team if you have questions or need more information about our submittal.

Sincerely,

Melchor Herrera, PE, PMP
Sr. Vice President/El Paso Office Leader

Jaime Gallo, PE, CCM
Vice President/Project Principal

FIRM INTRODUCTION

JOHNSON, MIRMIRAN & THOMPSON, INC. (JMT) is a multi-disciplinary engineering, architectural, construction management, and environmental firm serving clients across the US since 1971. With over 2,200 employees, JMT works with all levels of government, including state, county, municipal, and federal, from planning through construction. JMT ranks #59 Mountain States Region Top Design Firm (ENR).

- **With over 50 years of experience as a firm,** JMT brings a strong foundation that ensures we find the simple, cost-effective solution to build critical community infrastructure.
- JMT is ready to bring this experience to the City. We value long-term relationships and seek to continue building that partnership with the City of Las Cruces.
- We constantly strive to deliver on the needs and expectations of our clients, employees, business partners, and communities where we live and work. **This objective requires a well-qualified team, which JMT has assembled for this project.**

OUR MISSION

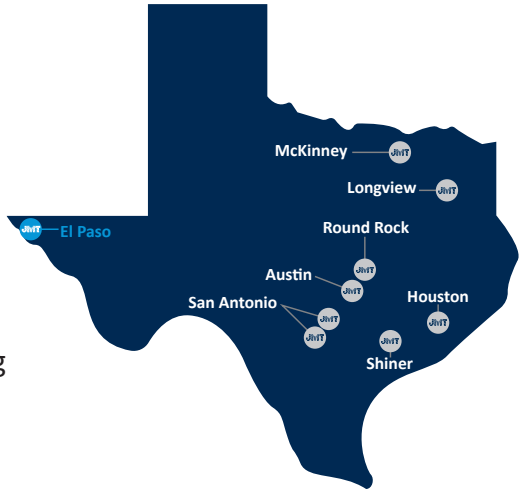
"To provide professional infrastructure services that **turn visions into realities** for the betterment of our clients, communities, environment, and employee-owners."

Our mission statement provides the framework for everything we do. Each of our employees is invested in our success as an employee-owned company. We remain continually committed to providing clients with professional services of exceptional quality.

CONTINUED GROWTH

JMT has evolved significantly over the past five decades and continues to diversify our markets. Today, JMT provides consulting services to a varied client base of public and private entities. This diversification has resulted in considerable geographic expansion throughout the US.

With this growth, JMT acquired ECM International, Inc. of El Paso, TX, registered to perform engineering work in the **State of New Mexico (ID # 03-359805-00-3)** and has a standing relationship with the City of Las Cruces. Our dedicated local team has in-depth knowledge and experience working with the City. It is familiar with the operations and processes, bringing an invaluable benefit, as we have the proven results to continue executing successful projects.



Our local team comprises over 60 professionals, including licensed civil engineers, architects, construction managers, and inspectors. With extensive experience working with the City of Las Cruces on projects such as the 2018 Bond Program and the ongoing RoadRunner Transit and Operations Center, our team is well-equipped to deliver timely solutions at reduced engineering costs. The proximity of our team enables us to expedite services, ensuring a superior understanding of local agency standards, specifications, and permitting procedures.

JMT is headquartered in Hunt Valley, MD, with 50 offices nationwide, including nine locations in Texas – El Paso, Austin, Houston, Longview, McKinney, Round Rock, San Antonio (2), and Shiner. Our El Paso Location provides design, program, project, and construction management and inspection services to Texas and New Mexico clients. The El Paso Team offers customers a broad range of expertise in project design and construction management for projects including infrastructure, utilities, rail, military, mass transportation, highways, fueling facilities, water/wastewater, healthcare, industrial, and educational facilities with experts and licensed engineers in a variety of disciplines including civil, mechanical, and electrical, registered architects, PMI-certified project management professionals, registered accessibility specialist, LEED professionals, certified construction professionals, project administrative assistants, schedulers and cost estimators. Our approach proactively avoids problems through proven and effective communication and management methodologies and

experience in constructing a broad base of infrastructure projects. Backed by this strong team of professionals, we offer a program that ensures quality and cost savings while minimizing risk to our clients.

JMT's approach concentrates on the client's needs through the project planning and implementation phases. Critical elements include:

- ✓ Defining needs and setting realistic budgets and schedules.
- ✓ Establishing communications protocol.
- ✓ Establishing design criteria, coordinating and overseeing design;
- ✓ Managing key stakeholders' expectations.
- ✓ Supporting the bidding process.
- ✓ Managing schedules and costs; and,
- ✓ Overseeing the construction and facility management phases.

Our **Project Management Team** possesses a comprehensive grasp of infrastructure projects, comprehending the entire life cycle of civil infrastructure endeavors, spanning from the initial planning and development stages to design, construction, and project closure. Building upon insights gleaned from past projects, we are adept at identifying and mitigating risks across all project phases, understanding the intricacies of locally and federally funded projects, and ensuring meticulous documentation to ensure successful project delivery. The proposed team, spearheaded by JMT with support from subconsultant FXSA providing surveying and SUE services, boasts a track record of service on numerous locally and federally funded projects in Texas and New Mexico.

TECHNICAL APPROACH

JMT employs best management practices, as recommended by the Project Management Institute (PMI) and the Construction Management Association of America (CMAA). We maintain active memberships and certifications with these and other relevant organization and remain at the forefront of the latest improvements and technological implementations, resulting in quality projects and cost savings for our clients. We have a proven record of providing project management services to clients in the El Paso and West Texas Region and throughout the state of Texas. Successful project management demands a detail-diligent approach, proactively managed by professionals who have the experience, skills, and technical support each project demands.

As **City of Las Cruce's Project Manager,** JMT will:

- Coordinate and oversee all phases of the project from concept through completion.
- Develop cost and budget controls.
- Monitor the project's overall schedule.
- Provide quality control/assurance measures.
- Provide construction management & administration.

JMT brings its strong reputation for providing first rate service and quality engineering, design, and planning services to clients. JMT is certified to ISO 9001:2015, an **internationally recognized standard** for organizational quality management and operational excellence.

JMT's staff experience gives it a unique understanding of what can go wrong on a design/construction project. JMT uses this knowledge to proactively identify potential issues on a project and initiates preventive action through strategic planning and project controls.

TASK 00 - PROJECT MANAGEMENT SERVICES

JMT employs a "project specific" approach to Project Management, centered around the development of a comprehensive **Project Management Plan (PMP).** The creation of this PMP entails collaborating with the management staff of the City of Las Cruces to clearly define project requirements and objectives. This plan delineates strategies, methods, systems, and procedures to effectively measure the project's performance from its inception to its completion. Our PMP articulates the execution, monitoring, control, and closure of the project, providing a structured pathway forward.

Furthermore, the PMP serves as a detailed guide to the project, outlining its scope, deliverables, timelines,

communications, and resource allocation. This level of clarity ensures a shared understanding among all stakeholders regarding the project's objectives and the methods by which they will be accomplished. Beyond establishing processes, the PMP furnishes a framework for decision-making throughout the project lifecycle.

Included in our PMP are metrics and key performance indicators (KPIs) designed to monitor progress and performance against predetermined baseline targets pertaining to both costs and schedule. Any deviations from these KPIs are promptly identified, triggering corrective actions to maintain project progression. Lastly, the PMP defines roles, responsibilities, and communication channels for all members of the project team, facilitating stakeholder engagement and collaboration while ensuring their involvement in key decision-making processes.

TASK 01 – PRE-DESIGN SERVICES

PROJECT CONCEPTION AND SCOPING

Our team of qualified personnel will assist the City of Las Cruces in defining and planning the project needs related to the civil infrastructure. Upon the identification of the project need, a scoping meeting will be held with the corresponding staff to define the goals and the nature of the project. Whether it is a project that needs to address a ponding/flooding issue, traffic queues, or merely a roadway reconstruction, JMT will be able to define the scope of work to address the City's goal.

BASIS OF DESIGN REPORT (BOD)

Once the project scope of work is defined, understood, and agreed on, a Basis of Design Report (BOD) will be developed during this phase. The BOD will define and document the proposed project's design criteria and goals. In addition, other factors, including design exemptions, functional classification, roadway class, traffic requirements and level of service, preliminary geometric schematic, right-of-way acquisition, utility identification,environmental impacts and key processes will be identified (such as permitting or letting). An appropriate design approval flow-chart will be acknowledged with the City of Las Cruces's Project Manager as the main approver. A draft of the BOD will be presented for the City's review. Once approved, the BOD will become the groundwork for the project.

RISK IDENTIFICATION

Under this phase, a **Risk Matrix** will be developed to identify all the potential threats to the project. The matrix will be developed to identify, assess, and manage risks affecting the project's budget, schedule and quality goals. Understanding the project risks will aid the City of Las Cruces in allocating and managing the project risks properly and making informed decisions during each project phase. The Risk Matrix will be a living document under the Project Management Plan (PMP).

Additionally, the plan identifies potential risks and outlines strategies for mitigating or managing them. By anticipating and planning for risks, the project team can minimize their impact on the project's success.

STAKEHOLDER IDENTIFICATION

As part of the risk identification process, stakeholders (property owners, businesses, school districts), utility companies (El Paso Electric, Las Cruces Utility Department, and other authorities having jurisdiction (Elephant Butte Irrigation District, NMDOT, Doña Ana County, amongst others) potentially to be affected by the project will be identified. The project inception and preliminary schedule will be notified to each of the affected stakeholders to provide ample notification of the proposed project improvements. This process will streamline the coordination of the next project phases.

ARCHAEOLOGICAL & ENVIRONMENTAL ASSESSMENT

A preliminary environmental assessment will be conducted to gather all available environmental information relative to the project area from the appropriate local, state and federal agencies. These records will be reviewed to identify the environmental risks along the project corridor, including streams, endangered species, vegetation, hazardous materials, potential pollution/contamination, and any other archaeological issues. Site reconnaissance visits will be conducted to visually inspect the project for additional risks and verify risks identified on the available documentation. The **Risk Matrix** will be updated to reflect these challenges.

DATA COLLECTION

Our initial step during the design services includes the data collection and field reconnaissance of the project's vicinity. This includes the collection of any available "as-built plans," right-of-way maps, soil maps, geotechnical data, existing schematics, previous corridor studies, previous Subsurface Utility Engineering (SUE) mapping, easement data, traffic counts, and accident data. In addition, we will perform research on current unit bd price information so that budgets may be established as baseline order of magnitude costs.

TASK 02 DESIGN SERVICES

FIELD SURVEYING & RIGHT-OF-WAY MAPPING

Our team will develop the corresponding right-of-way boundary and topographic survey to establish horizontal and vertical control for the project. Our licensed surveyor will set and certify control points based on the NAD 83 and NAVD 88 datums. Our surveyor will locate previously set control points and benchmarks established by and for projects in the adjacent proximity.

GEOTECHNICAL INVESTIGATION

Our understanding is that geotechnical investigation services are not encompassed within this RFQ. Nevertheless, we will coordinate with the geotechnical engineer to assess the current terrain conditions and soil suitability for construction purposes. Upon completion of the soil investigation, various design alternatives will be explored to assess and propose the most cost-effective approach, encompassing pavement structures, embankment soils, and other relevant considerations.

DRAINAGE ANALYSIS

Prior to developing the project design, a detailed drainage analysis report will be generated to identify flood zones and the existing and proposed drainage patterns. In addition, the drainage analysis will provide alternatives to mitigate the impact of the proposed runoff within the project. We will analyze an alternative design approach to reduce the footprint of the proposed drainage detention/retention facilities will be analyzed. Once the analysis is completed, JMT's team will develop the project design based on the established criteria from the BOD and identified constraints.

PLANS, SPECIFICATIONS AND ESTIMATE

JMT's team will then develop Plans, Specifications and Estimate (PS&E). Periodic design phase reviews will be held with the designer, the City of Las Cruces, utility companies, funding agencies, and any other authorities with jurisdiction. This will ensure proper coordination and decision making is achieved and documented as the design progresses. At a minimum, design reviews will occur at the 30%, 60%, 95% and 100% of design completion. In addition to preparing the design packages, cost estimates will be developed during each submittal to ensure the project budget is well within the established baseline costs.

SUBSURFACE UTILITY EXPLORATION

Our approach to mitigating utility conflict risks relies on the proper employment of Subsurface Utility Exploration (SUE). SUE Quality Level D is performed during the pre-design phase while performing the data collection of available as-built data from past projects and utility records. SUE Quality Level C will be performed during the process of surveying the project limits. Once the project improvements are mapped and defined, the use of Quality Level B and Level A will be implemented to locate and confirm utility conflicts with proposed infrastructure. Our design approach is to avoid utility relocations as best as feasible. However, for those utility conflicts that cannot be avoided, SUE Level A will provide alternatives to the proposed design or on a potential utility adjustment or relocation.

STAKEHOLDER COORDINATION

Communication and building on relationships will be key to our stakeholder coordination. Businesses and residents in the project's surrounding area will be concerned about access, sequencing, closures, and construction timeframes. Public meetings will be held during various design phases to convey the intent of the project design to all impacted stakeholders. Notification material will be produced in English & Spanish. Once in construction, our team will undertake statutorily mandated tactics to produce and share newsletters (sent via regular mail, hand delivery and email) to property owners & stakeholders.

UTILITY COORDINATION

JMT understands the impact on construction budgets and project delivery time due to improper **utility coordination.** In addition to the design review meetings, JMT's team anticipates having a series of coordination meetings with utility companies within the project limits. The JMT team will approach designing alternatives to avoid utility conflicts and minimize utility relocations needed to accommodate the new project infrastructure. A Utility Matrix will be developed during the design phase, which will be used to track conflicts and adjustments needed to accommodate the project improvements.

ENVIRONMENTAL DOCUMENTATION & CLEARANCE

Once the schematic layout of the proposed project is mapped and identified, the environmental clearance documentation will be developed, conforming to the **National Environmental Policy Act & Environmental Permits Issues & Commitments (EPIC).** This process will be streamlined by ensuring accurate documentation is prepared and submitted to the corresponding agencies.

CONSTRUCTABILITY REVIEWS

To control the cost, schedule, and scope of work, the JMT team will perform **Constructability Reviews** during the 60%, 90% and 100% design stages. A thorough review of the design documents, including drawings, specifications, estimate, bid form and contracting requirements will be done. Constructability reviews will be focused on the following:

- Identifying document contradictions, errors and omissions.
- Reviewing phasing and sequence logic, permitting, code compliance and project constructability.
- Evaluating market conditions on material shortages and availability.
- Analyzing the current market for price comparison.
- Developing an independent quantity takeoff and opinion of probable construction cost.

TASK 03 - PROCUREMENT PHASE

JMT's team will assist the City during the bidding and contracting process of the project. Any changes or clarifications resulting in addenda will be promptly developed and distributed to potential bidders. Once all the bids are received, a bid analysis will be developed. A tabulation of all bids, alternatives, and unit prices will be compared to the engineer's estimate and an Independent Opinion of Construction Cost. In addition, JMT will be able to address issues with **unbalanced bids.** Unbalanced bids typically impact the construction budget and the Owner's financing capabilities if these are not addressed properly. Additionally, accepting unbalanced bids will trigger inflated prices for items of work that may exponentially increase the project budget, impacting its quality and schedule.

Our expert team, with extensive background in construction, design and project management, will be able to conduct a detailed analysis of bids to identify and potentially disqualify unbalanced bids. Our approach consists of evaluating detailed breakdowns of unit prices, implementing strict bid evaluation criteria, or setting quantity limits for billing purposes. Our team will be able to provide recommendations to the City for responsive bidders and assist with any needed negotiations.

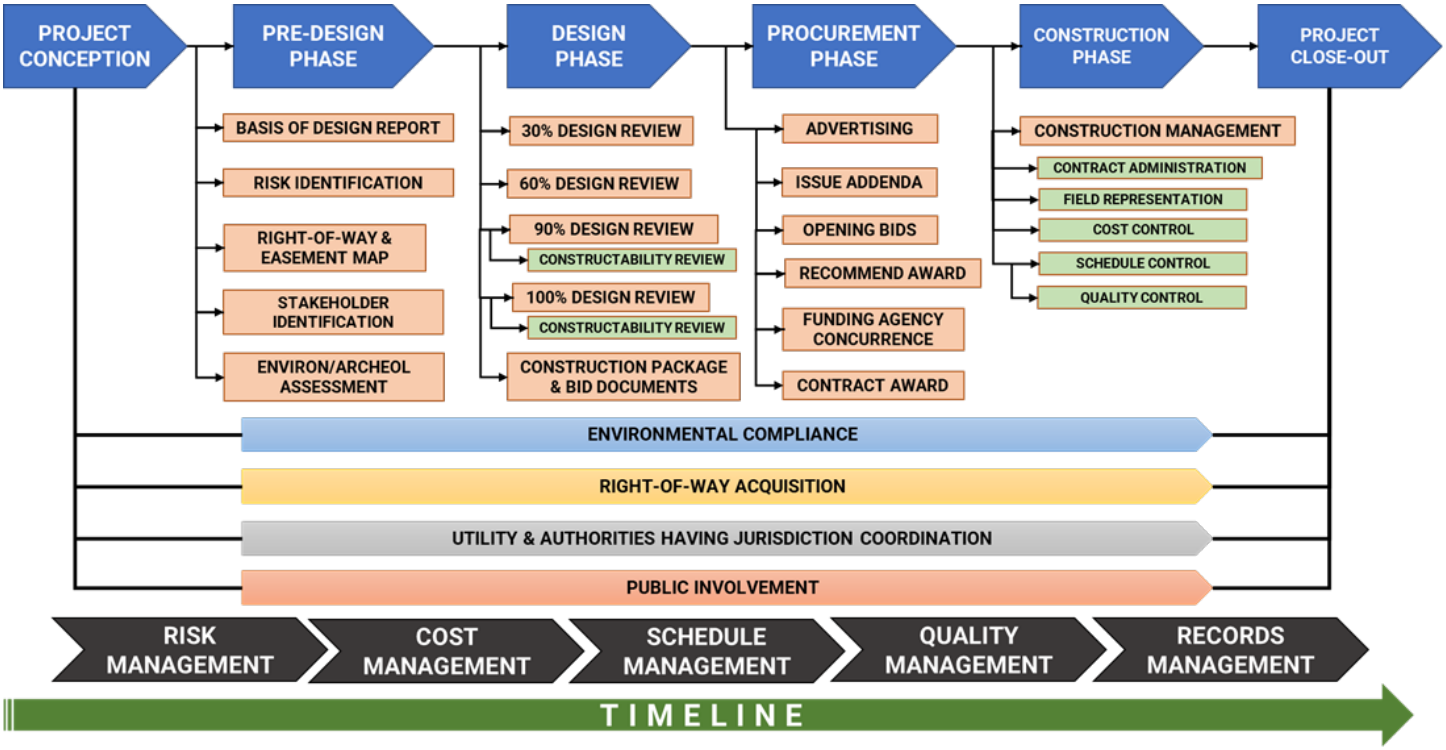
TASK 04 - CONSTRUCTION MANAGEMENT AND ADMINISTRATION

The JMT team will coordinate all phases of the construction process from pre-construction to post-construction, including cost and budget controls, scheduling, estimating, quality control/assurance, field representation and contract administration. JMT's staff experience brings a unique understanding of what can go wrong on a construction project. JMT uses this knowledge to proactively identify any potential field issue and will initiate preventative action through strategic planning and project controls.

During this task, JMT will provide full or part-time field representatives to provide field quality acceptance on work in place. In summary, our team will:

- Review product submittals (shop drawings and product data) for compliance with contract documents.
- Provide construction oversight, field engineering, and inspection.
- Monitor and document installed work in place.
- Measure, quantify, track work quantities, and coordinate payment quantities with the Contractor and Owner.
- Coordinate ongoing construction work with the Contractor, Owner, and other authorities having jurisdiction.
- Perform routine traffic barricades and signage and BMP inspections, report findings, and inform the Contractor of deficiencies.
- Coordinate and resolve field issues with the Contractor and inform the Owner of potential problems.
- Track and respond to Request for Information.
- Prepare record drawings based on as-built data.

FIGURE 1: TYPICAL PROJECT TIMELINE



COST MANAGEMENT APPROACH

JMT understands that budget and cost control are fundamental to effectively managing any project. Our familiarity with the local market will aid in controlling the costs throughout the project's planning, design, and construction phases. JMT is well-versed in establishing detailed project budgets, which include all the project costs and will integrate cost and schedule estimating tools into the project control system to ensure all tasks remain within budget. Throughout the planning process, the JMT Project Manager (PM) will participate and provide design and construction expertise to the planning team. The PM will focus on the following areas:

- Identifying preliminary project budgets and costs.
- Developing the project master schedule.
- Proactively identifying challenges to mitigate budgetary impacts including ROW acquisition, utility relocation, and environmental clearances.
- Assisting the City in receiving the greatest return on their investment.

Prior to bidding, an analysis of the current market will be performed, including an independent quantity takeoff, to ensure the engineer's estimate is within the expected bid prices. Our approach consists of monitoring costs

and expenses, detecting cost variances, and ensuring the City's staff is informed early in the process to better control and contain cost growth. JMT will look for saving opportunities throughout the life of the project. JMT's expertise in controlling costs and budget will aid in minimizing potential change orders once the project goes into construction.

VALUE ENGINEERING APPROACH

JMT professionals provide value engineering services through constructability reviews, construction negotiations, design reviews, discussion of change order proposals and field change directives. Value engineering workshops are conducted to develop and evaluate different alternatives. Durability, maintenance requirements, and availability of local materials and expertise are a few items researched when determining the best value for our clients. Our value engineering may not necessarily result in the lowest construction cost but will definitely result in the best end product at the lowest **total lifecycle cost.**

SCHEDULE MANAGEMENT APPROACH

JMT's team understands that a realistic project schedule begins with well-defined and established project goals. During the planning phase, JMT will meet with the City's staff to discuss the objectives of the project and the City's goals. JMT will then generate a **Master Project Schedule** detailing project activities and milestones throughout the planning, design, and construction phases. JMT's project management will monitor the project's progress during all its phases. Deviations from the master plan will be monitored, identified and promptly addressed. JMT will maintain regular communication with the City to avoid surprises.

" The JMT's approach consists of careful planning and expert execution"

JMT utilizes critical path method (CPM) analysis when developing and maintaining project schedules. CPM scheduling is the gold standard of schedule management, yet it is not often used during project planning and design phases. Many design consultants often only provide high-level Gantt charts for their design schedules that don't tell you much about when a project is expected to finish if and when individual activities begin to slip. With CPM schedules, JMT always knows the projected finish dates, and we can analyze what needs to be done to regain lost time.

During construction, JMT will review the contractor's baseline schedule and determine if it presents a realistic, thorough and workable plan in accordance with the contract requirements to achieve successful completion within the allotted time. The Master Project Schedule will be updated to incorporate the accepted construction baseline schedule. JMT will conduct monthly schedule update reviews and compare actual construction progress to the approved baseline schedule. If schedule slippages are found, JMT will work with the contractor to develop mitigation strategies such as adding additional manpower, or when feasible, combining construction phases to complete the project on time. JMT will accurately record the reasons for the slippages to protect the City from the contractors attempting, later in the project, to attribute their inefficiencies to unforeseen circumstances or actions taken by the City.

In addition, JMT utilizes the Earned Value Analysis (EVA) methodology, as recommended by PMI and CMAA, to illustrate to Owners, who may not have the time to go through a complex schedule, how the project is performing. The visualization of the EVA provides a high-level overview of the project status so that owners or any other stakeholder can visually see actual project schedule performance compared to their planned performance. You don't have to be a scheduling expert, knowledgeable in design or construction, or deeply involved in the project to quickly see and understand how the project is progressing at any point during the project.

QUALITY MANAGEMENT APPROACH

JMT will rely on discipline-specific engineers and senior technical reviewers with the skill sets and experience in our selected categories to ensure our work receives an appropriate level of review by a seasoned professional. Our internal QA/QC review process is often performed in Bluebeam Studio to ensure all issues are resolved and quality control checks are completed.

Our QA/QC program consists of several components. For example, during the early stages of the project, we will review initial plans and studies to identify and resolve potential constructability issues. By doing so, we can

proceed confidently with our design and avoid potential issues during construction, which can become more complicated and expensive to resolve. Often, we have found that these reviews may improve the overall design, provide cost savings, and positively affect the overall schedule.

Our QA/QC program also focuses on independent reviews of every deliverable at every project milestone. We use JMT's custom 5-Step Bluebeam Process, which follows:

During our QA/QC program, we will also perform the following procedures:

- Our PM will identify hard internal draft submittal deadlines within our project schedule to ensure sufficient time for our QC reviews and the necessary time to address comments and backcheck before our submittal. Deliverables to the City will be posted to our ProjectWise system along with our internal QA/QC PDFs.
- We will schedule a comment resolution meeting with City reviewers to discuss all comments requiring clarification. After the meeting, actions for all comments will be identified, and we will ensure each comment has been addressed to complete the verification process.

RISK MANAGEMENT PLAN (RMP)

JMT's risk management approach consists of identifying, tracking, mitigating and resolving risks. JMT will examine each project, perform a risk analysis and develop a Risk Management Plan (RMP) for every major scenario that could significantly affect the project's time and budget. Early identification of risks and the prompt development of a mitigation plan will reduce the odds that a project is significantly affected or delayed. JMT's approach to Risk Management relies on the following approach:

- Realistic project assumptions: Do not allow idealistic interpretations of the project assumptions or promote the idea that all will go according to plan.
- Gather expert judgments: Collect a variety of expert judgments which support unbiased assessments and analysis.
- Clearly understand risk elements and their impacts: In the early phases of project planning and development, clearly understand each risk element and its potential impacts.
- Develop mitigation strategies.

The initial step of risk management involves identifying and documenting risks and opportunities; however, this is merely the starting point. Following identification, analyzing a project's risks and opportunities offers the project team and stakeholders a systematic evaluation of their potential impact on the project. This enables the team to prioritize risks deemed to have the highest potential impact on the project and are also likely to occur.

RECORDS MANAGEMENT APPROACH

The JMT team proposes implementing the Procore Management Web-Based Software for the project's document control. This software is a user-friendly and cloud-based management software that is widely recognized all over the country. JMT's Procore Certified management and administrative staff offer continual support and instruction to its clients and the entire project team. Information and stored documentation include drawings and specifications (through all phases), construction submittals, requests for information, transmittals, schedules, daily reports, photographs, meeting minutes, non-conformances, and any other relevant design and construction correspondence.

JMT has successfully delivered a **"green approach"** in record keeping and document control on its recent projects.

The JMT team will establish a uniform and descriptive file naming convention on all electronic documentation. This will allow the construction team to filter and retrieve documentation more easily without spending valuable time opening and searching for the correct document. The naming convention also helps avoid misplaced or lost documents and maintains an accurate document inventory.

COMMUNICATION MANAGEMENT PLAN (CMP)

JMT knows the key to a successful project is establishing an effective CMP. A clear and thorough project-specific CMP will set the project on the right path and minimize or eliminate potential issues within all the project players. JMT will develop a CMP process that meets the needs of each project and is inclusive of the following: Communication flow, partnering, expectations, public involvement, transfer of knowledge, escalation ladder, and emergency response plan.

JMT understands the importance of a face-to-face or telephone conversation. Often, we end up with a multi-page email thread on a topic that could have been easily resolved with a fifteen-minute conference call. Practicing this "15-minute conference call" strategy, JMT has been able to diffuse conflict and save valuable time for the project. Meetings do not have to last an hour or half an hour. Most issues on a design and construction project can be resolved with a quick discussion to the point and immediately memorialized in an email or memorandum to save valuable time and effort amongst all parties.

TEAM APPROACH, STRATEGIES AND PRACTICES

Over its nearly four-decade history, the JMT team has developed, passed down, and employed common, well-known techniques for coordinating project teams and consultants.

PROFESSIONALISM

JMT team members are professionals adhering to common guides of professionalism and stringent licensing board codes of conduct. Our team members are respected for their technical competence and mutual respect towards all others. This mutual respect establishes the foundation for the successful coordination of project teams. An essential element of this mutual respect is always keeping the project or program's success as the shared goal. JMT has the soft skills to manage a meeting and target the problem, not the messenger or the individual.

GRANTED AUTHORITY

As your **Project Manager,** we see it as our responsibility to understand all aspects of a complex problem and break it down to its core elements. We take action within the authority granted by our client. When the problem is beyond our granted authority, we present the suggested course of action concisely, along with possible outcomes for you, our client, to analyze and provide a solution easily. This efficiency results in fewer delays and benefits to the entire project team.

LESSONS LEARNED AND IMPROVEMENT

JMT provides a **Lessons Learned Approach** that helps address issues by revisiting completed projects. This has allowed JMT to add value and introduce new project management methodologies to the Owners. JMT strives to continue growing and improving by implementing current industry standards and learning from previous projects.

PROPOSED TEAM'S QUALIFICATIONS

JMT's tenured staff has the demonstrated experience, documented certifications, positive attitude, diligent work ethic, and resourcefulness to overcome challenges the City of Las Cruces project may encounter. We have built lasting relationships with other local cities, counties, TxDOT, utility companies, and other professionals based on these professional values. JMT proposes the following experienced individuals as the core of the project management team.

ORGANIZATIONAL CHART AND KEY PERSONNEL

CITY OF LAS CRUCES

PROJECT PRINCIPAL	PROJECT MANAGER
JAIME GALLO, PE, CCM (JMT)	GERARDO GARCIA, PE, CCM (JMT)

DRAINAGE TASK LEAD ATZUKO REVELES, PE (JMT) Support Staff: Marco Trujillo, EIT (JMT)	**W/WW & UTILITIES TASK LEAD** ATZUKO REVELES, PE (JMT) Support Staff: Arturo Chavez Del Bosque (JMT)
COST ESTIMATES/SCHEDULING TASK LEAD SAUL MEJIA, EIT (JMT) Support Staff: Antonio Loya, EIT (JMT)	**SURVEY & SUE TASK LEAD** JOHN BARNES, CST II (FXSA) Support Staff: Isaac Camacho, RPLS (FXSA)
LAND DEVELOPMENT TASK LEAD GERARDO GARCIA, PE, CCM (JMT) Support Staff: Edgar Garibay (JMT)	**TRANSPORTATION / AVIATION TASK LEAD** GERARDO GARCIA, PE, CCM, (JMT) Support Staff: Omar Moreno, PE (JMT), Daniela Tinajero (JMT)
	CONSTRUCTION MANAGEMENT / INSPECTION FRANCISCO OLIVARES, PE (JMT) ALEX GARCIA, CCM (JMT) Support Staff: Carlos Barrera (JMT)

PRINCIPAL-IN-CHARGE

JAIME GALLO, PE, CCM (JMT) NM PE # 22749, EXP. 12/31/2025

Mr. Gallo has over 26 years of experience in construction, design, project management, contract negotiations, planning, scheduling, estimating, and team leadership on state and federally funded projects from his time as a Contractor, design consultant, and owner's representative. PIC/Jaime has worked on a variety of infrastructure projects including the Loop 375 Border Highway, Spur 601 Liberty Expressway Project, IH-10 Frontage Roads project, and the IH-10 Aesthetics project. Jaime also brings to the team a contractor's

PRINCIPAL-IN-CHARGE
Jaime Gallo | (915) 283-6777 |
404 Executive Center Boulevard, El Paso, TX 79902

perspective from a career of progressive responsibility building some of the region's most significant infrastructure projects, such as the United States Army Corps of Engineers (USACE) Base Realignment and Consolidation Program as well as the TxDOT Spur 601 Design-Build Project. His experience managing large, complex projects involving many stakeholders and entities will be instrumental in the coordination challenges expected on the Rojas Drive Extension project.

PROJECT MANAGER - LAND DEVELOPMENT & AVIATION TASK LEAD

GERARDO GARCIA, PE, CCM (JMT) - NM PE # 29361, EXP. 12/31/2025

Mr. Garcia has over 15 years of experience in construction, design, project management, planning and scheduling, contract compliance and administration, civil design, cost estimating, quality control, and assurance. He has worked on various roadway and drainage improvement projects for the region and has actively led the planning, design, delivery, and construction of these. Gerardo's projects include the Horizon Industrial Park Improvements, Robinson Avenue Reconstruction, Dyer and Montana Rapid Transit System, EPIA's Consolidated Rental Car Agency, and the Runway 8R-26L Rehabilitation. Mr. Garcia's balance of civil design and construction oversight experience will contribute to the delivery of the proposed infrastructure project. His attention to detail, practical approach, and sound engineering judgment are a perfect balance to overcome any challenge the project may encounter.

CONSTRUCTION MANAGER

FRANCISCO OLIVARES, PE, CCM (JMT)

Mr. Olivares has over eight years of project management experience in the public sector, working on state and local government projects, from complex TxDOT highways and bridges to airport runway rehabilitations and city street reconstructions. Francisco has worked on various projects for TxDOT, the City of El Paso, El Paso International Airport, and Camino Real Regional Mobility Authority. He has worked on multiple construction projects for the public sector as a field representative and project manager, giving him first-hand experience in construction processes and challenges. Francisco has vast knowledge and experience with design standards such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), Texas Commission of Environmental Quality (TCEQ), TxDOT Standard Specifications for Construction and Maintenance of Highway, Steet, and Bridges, City of El Paso Design Standards for Construction and the El Paso Water Design Standards and Specifications.

ASSISTANT CONSTRUCTION MANAGER

ALEX GARCIA, CCM (JMT)

Mr. Garcia has 18 years of experience in project management and has served as an in-house architect participating in the development of several construction projects by preparing conceptual bid drawings using Autodesk and rendering software. He has a strong background as an on-site project engineer and is currently a construction manager for the City of Las Cruces GO Bond Program and the WestStar Bank Tenant Improvements. Alex's responsibilities include programming, schematic design, preparation of performance documents with AutoCAD system, drafting, specifications, project development, and construction administration.

DRAINAGE, W/WW AND UTILITIES TASK LEAD

ATZUKO REVELES, PE (JMT) - NM PE # 22651, EXP. 12/31/2025

Mr. Reveles has over 17 years of experience in the areas of stormwater and water/wastewater projects, including drainage master plans, flood studies, hydraulic modeling, pipeline and pump design, odor control studies and air sampling, pipeline renewal analysis, capital improvement programs, wastewater vulnerability assessments, and alternative delivery models for water and wastewater systems. Atzuko's construction management experience includes constructability reviews, preparation of cost estimates, CMAR, and design expertise on alternative delivery projects.

COST ESTIMATES AND SCHEDULING TASK LEAD

SAUL MEJIA, EIT (JMT)

Mr. Meija has 15 years of experience in civil infrastructure and vertical projects. His expertise includes construction management, quality control, cost estimating, value engineering, and constructability reviews. Saul has worked on various projects relating to water, sewer, drainage, utilities, roadway, illumination facilities, and recreational facilities. He has worked on several projects for El Paso Water, the International Boundary Water Commission, water/wastewater projects for the U.S. Army Corps of Engineers (NM), and the Wastewater Treatment Plant Rehabilitation project. Saul, having previously worked as a project manager in a construction company, will develop cost estimates, prepare project schedules, and provide detailed analysis of materials, labor, and other factors affecting project costs. He will collaborate with the City, the designers, and contractors to produce detailed cost estimates with recommendations on ways to cut or maintain the costs required for the project.

SURVEY, GEOSPATIAL AND SUE TASK LEAD

JOHN BARNES, CST II (FXSA)

John has over 7 years of experience in surveying, subsurface utility engineering (SUE), and geospatial services. He is a Certified Survey Technician, NSPS Level II Field and Level II Office. John's experience includes working with utility standard designs, and he is adept at working with utility companies to coordinate design conflict resolution plans. John oversees the phase/task management of the SUE portion and directs crews in SUE projects while coordinating with Surveying and CADD staff to ensure proper field data collection. He ensures compliance with ASCE CI-38-02 and meets the client's expectations. He utilizes non-invasive geophysical equipment to provide high-quality results for inaccessible sites. He is skilled in AutoCAD Civil 3D, Carlson Recap Pro, Trimble Business Center, Hilti, TopCon, Trimble and Leica GPS receivers, total stations, and 3D laser scanners and has performed other duties, including cost estimating, project management and data processing.

PROPOSED SUPPORTING STAFF

In addition to the core staff mentioned above, the JMT team has the depth to locally mobilize resources to meet and target the predicted and unforeseen demands of the project. The JMT team bench includes proven industry professionals fully accredited and well-experienced in infrastructure projects. The supporting staff will assist with the following functions: soil investigation, surveying, public involvement, environmental services, utility coordination, and construction administration.

TABLE 1: AVAILABILITY AND CAPACITY TO PERFORM

STAFF	OFFICE LOCATION	PRE-DESIGN	DESIGN	PROCUREMENT	CONSTRUCTION
Jaime Gallo, PE, CCM (JMT)	El Paso, TX	15%	15%	20%	15%
Gerardo Garcia, PE, CCM (JMT)	El Paso, TX	75%	100%	100%	50%
Alex Garcia, CCM (JMT)	El Paso, TX	10%	40%	10%	75%
Francisco Olivares, PE, CCM (JMT)	El Paso, TX	10%	40%	10%	75%
Atzuko Reveles, PE (JMT)	El Paso, TX	75%	75%	75%	50%
Saul Mejia, EIT (JMT)	El Paso, TX	75%	75%	75%	50%
John Barnes, CST II (FXSA)	El Paso, TX	75%	75%	75%	50%
Construction Admin. Staff (JMT)	El Paso, TX	75%	75%	75%	100%
Public Involvement Staff (JMT)	El Paso, TX	75%	100%	75%	100%
Support Services Staff	El Paso, TX	75%	75%	75%	50%

SIMILAR PROJECTS

CITY OF LAS CRUCES – 2018 GENERAL OBLIGATION BOND PM SERVICES

The $35.5 million bond program included a new fire station, animal shelter facility, and park rehabilitation. The City of Las Cruces awarded a contract for managing the 2018 GO Bond Program to JMT (formerly ECM). One of the GO Bond projects was the design and construction of upgrades to Unidad Park in Las Cruces, New Mexico. The community built Unidad Park with funds provided by individual citizens and local businesses over 20 years ago. The young citizens who participated in the original construction effort are now parents of the children enjoying this park today. We assisted city staff and worked closely with the design team and Parks and Recreation personnel to coordinate public input meetings, design charrettes, and data analysis to meet the specific needs of this park's rehabilitation efforts.

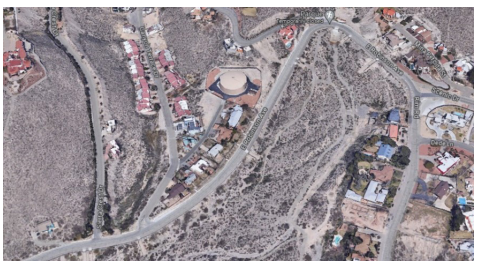
TOWN OF HORIZON - HORIZON INDUSTRIAL PARK STREET AND DRAINAGE IMPROVEMENTS

The JMT's team was involved in the design and construction of the $8M design-bid-build Horizon Industrial Park project for the Town of Horizon City, Texas. The project consisted of full-depth pavement reconstruction for approximately 11,000 linear feet of roadway, ADA improvements, drainage and utility improvements, underground storm sewer system, and water and sanitary sewer system adjustments to allow for the new construction. PM/Garcia was the Design Task Lead, under a different employer, for all the design elements, including roadway design (horizontal and vertical alignment design), underground storm sewer system and drainage structure design, ponding area, grading layout, concrete sidewalks, concrete driveways, parkway design, intersection layout design and ADA curbside ramps. We prepared the plans, specifications & estimate (PS&E) package and bid documents for letting. PM/Garcia also served as the Construction Manager during the construction phase and oversaw all the construction aspects, utility relocations, cost control, schedule control, quality assurance, and acceptance.

EL PASO WATER – GRAND TETON PONDING AREA IMPROVEMENTS

Under a different employer, PM/Garcia was the Design Task Lead for all the design elements on this $2.5M construction project for El Paso Water. The project consisted of constructing a 14.5-acre-feet ponding area to serve as a detention basin for the flow paths coming down from the Franklin Mountains. Drainage modeling was performed using HEC-HMS and HEC-RAS software. The project improvements consisted of the excavation and disposal of unclassified materials, slope stabilization using geotextiles and reinforced concrete riprap, the installation of an 8'x8' concrete culvert daylighting into an impact basin to mitigate erosion velocities, and other site work amenities, including sidewalks, rock walls, driveways, and fencing. The project required high coordination with El Paso Electric Company to accommodate access easements with the project footprint. We prepared the plans, specifications & estimate (PS&E) package and bid documents for letting. PM/Garcia served as the Construction Administrator during the construction phase.

CITY OF EL PASO - ROBINSON AVENUE STREET AND DRAINAGE IMPROVEMENTS



Under a different employer, PM/Garcia was the Design Task Lead for all the design elements on this $3M roadway project that rehabilitated an existing concrete corridor near Scenic Drive in El Paso, TX. The project consisted of the design and construction of a new 4,000' roadway corridor, including the horizontal and vertical geometric design; hydraulic and hydrologic analysis; outfall gabion and concrete flume design, intersection, and site work design; signing and striping layouts; roadway illumination; landscape and

irrigation; utility coordination with affected companies; traffic control plans, coordination, and outreach to the public. PM/Garcia was responsible for all project phases, including design, utility coordination, parathion of plans, specifications & estimate (PS&E), and bid documents, and served as the Construction Administrator.

Refer to Table 2 for other Past Projects successfully delivered with a Civil Engineering Scope of Work.

TABLE 2: PAST PROJECTS WITH SIMILARITIES

Project	Right-of-Way Mapping	Environmental Assessment	Soil Investigation	Roadway and Drainage Design	Utility Coordination	Utility Engineering	Plans, Specifications & Engineering	Public Involvement	Construction Administration	Construction Inspection
City of El Paso* **Pebble Hills Boulevard Extension** $2.5M, El Paso, TX	✓		✓	✓	✓	✓	✓	✓	✓	
City of El Paso* **Manor Place & Baker Road Improvements** $2M, El Paso, TX	✓		✓	✓	✓	✓	✓	✓	✓	
El Paso Water* **Pollard Ponding Area Improvements** $2M, El Paso, TX	✓		✓	✓	✓	✓	✓	✓	✓	✓
El Paso International Airport **Convair Road & Parking Lot Improvements** $3M, El Paso, TX	✓		✓			✓	✓		✓	✓
Western Refinery* **SPCC Berm Improvements** $8M, El Paso, TX		✓		✓	✓	✓	✓	✓	✓	✓
TxDOT **Loop 375 Border Highway** $500M, El Paso, TX	✓	✓	✓	✓	✓	✓		✓	✓	✓
TxDOT* **Spur 601 Liberty Expressway** $268M, El Paso, TX	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
El Paso Electric* **Sunset Substation Wall & Drainage Improvements** $1M, El Paso, TX	✓		✓	✓	✓	✓	✓		✓	✓
Socorro School District* **SISD Transportation Facility Improvements** $750K, El Paso, TX			✓	✓	✓	✓	✓	✓	✓	✓
CRRMA **Vista Del Sol Reconstruction** $7M, El Paso, TX	✓	✓	✓	✓	✓	✓		✓	✓	✓
El Paso Water* **Kentucky Dam Improvements Project** $4M, El Paso, TX	✓		✓	✓	✓	✓	✓	✓	✓	✓

* Projects delivered by proposed staff under different employer.

PERFORMANCE OF THE FIRM

JMT has earned recognition for maintaining high standards of technical excellence in the performance of services for our clients and the delivery of quality plans and contract documents on time and within budget. Based on annual ratings received from clients, JMT has consistently received high marks for timeliness and quality of submittals. JMT maintains a rigorous Quality Assurance Program and proactive involvement with client staff during projects by addressing community concerns and satisfying all client requirements. The table below lists the firms and client references that can attest to our successful performance on projects.

TABLE 3: REFERENCES

TYPE OF PROJECT(S)	LOCATION	CLIENT	CLIENT CONTACT	BRIEF WORK DESCRIPTION	DURATION OF WORK	STAFF
Capital Improvement Development (Prime)	El Paso, TX	City of El Paso, TX	Margaret Schroeder – Engineering Divisions Manager SchroederMK@elpasotexas.gov (915) 240-3384 218 N. Campbell, 2nd Floor, El Paso, TX 79901	Performed program management on various projects including Dyer Rapid Transit System, Montana Rapid Transit System, Dyer RTS Pedestrian Enhancements, and TxDOT LGP Reimbursements	5 Years	Jaime Gallo, PE Gerardo Garcia, PE
Construction Management and Inspection (Prime)	El Paso, TX	El Paso International Airport	Edgar Trejo – Project Manager TrejoE@elpasotexas.gov (915) 474-6497 6701 Convair Road, El Paso, TX 79925	Performed construction management on the rehabilitation of Runway 8R-26L and reconstruction of Taxiway Golf.	2 Years	Gerardo Garcia, PE
Stormwater Projects (Prime)	El Paso, TX	El Paso Water	Enrique Ochoa, PE – Stormwater Maintenance Division Manager erochoa@epwater.org (915) 588-9272 1154 Hawkins Blvd., El Paso, TX 79925	Performed construction management and inspection services on the Kentucky Dam Phase II Improvements project.	2 Years	Jaime Gallo, PE Atzuko Reveles, PE

Appendix

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Johnson Mirmiran & Thompson, Inc. (JMT)

Headquarters:
40 Wight Ave, Hunt Valley, MD 21030

El Paso Office:
404 Executive Center Blvd. El Paso, TX 79902

Authorized Signature
Melchor Herrera, PE, PMP, LEED AP
Typed or Printed Name
Senior Vice President
Title
mherrera@jmt.com
Email Address

Telephone number (915) 351-1900 Fax number (915) 351-1908

NM Tax & Revenue Dept. CRS # 03-359805-00-3

Current NM Secretary of State Business ID # 5244560 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 52-0963531 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

JOHNSON, MIRMIRAN & THOMPSON, INC.
72 LOVETON CIR
SPARKS, MD 21152-9202

July 4, 2021
NM Business Tax ID:
03-359805-00-3
Letter ID: L0402748848

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
16-Jun-2016	**03359805003-GRT**	**16-Jun-2016**
Business Location: **72 LOVETON CIR**		Business End Date
City and State: **SPARKS, MD**		Zip Code: **21152-9202**
Taxpayer Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Taxpayer Type: **Corporation**
Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
Mailing Address: **40 WIGHT AVE**		
City and State: **HUNT VALLEY, MD**		Zip Code: **21030-2059**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
16-Jun-2016	**03359805003-GRT**	**16-Jun-2016**
Business Location: **72 LOVETON CIR**		Business End Date
City and State: **SPARKS, MD**		Zip Code: **21152-9202**
Taxpayer Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Taxpayer Type: **Corporation**
Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
Mailing Address: **40 WIGHT AVE**		
City and State: **HUNT VALLEY, MD**		Zip Code: **21030-2059**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

11777278976579

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Johnson, Mirmiran, & Thompson, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

JOHNSON, MIRMIRAN & THOMPSON, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "G"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Kimley-Horn and Associates, Inc., of 1001 West Southern Ave, Ste 131, Mesa, AZ, 85210, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Kimley-Horn and Associates, Inc. 1001 West Southern Ave, Ste 131 Mesa, AZ 85210 ATTENTION: John Kissinger

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Kimley-Horn and Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 330.00
2	Project Engineer/Project Manager	$ 295.00
3	Senior Engineer	$ 240.00
4	Design Engineer	$ 205.00
5	Engineer Intern	$ 170.00
6	Engineering Technician	$ 150.00
7	Drafting Technician	$ 135.00
8	Survey Crew**	$ N/A
9	Construction Inspector/Observer	$ N/A
10	Administrative/Clerical	$ 130.00
11	Field Testing and Investigations	$ N/A
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$
16	Color Copies (per copy)	$
17	Prints 24x36 (per sheet)	$
18	Mylars 24x36 (per sheet)	$
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

PREPARED FOR

CITY OF LAS CRUCES

PROPOSAL FOR
Civil Engineering Services

RFP No. 23-24-050

FEBRUARY 27, 2024

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

February 27, 2024

City of Las Cruces
700 North Main
Las Cruces, NM 88001

Kimley-Horn
1001 West Southern Avenue, Suite 131
Mesa, AZ 85210

Re: Proposal for Civil Engineering Services, RFP No. 23-24-050

Dear Members of the Selection Committee,

The City of Las Cruces (City) is seeking a consultant to perform civil engineering services that will support a variety of public needs ranging from roadway plans and right-of-way (ROW) coordination to transportation studies and airport services. Kimley-Horn is pleased to offer our multidisciplinary engineering and design services, which will enable the design of an array of multifaceted projects throughout the city. We have the relevant experience, quality team, and availability to provide the civil engineering tasks associated with this on-call contract. **We are pleased to offer the City the following benefits in partnering with Kimley-Horn:**

Local Knowledge. Kimley-Horn has partnered with the City on several projects recently, providing the City with guidance on signal timing, lighting analysis, and traffic impact analysis projects. We will use our experience in working with City staff to focus on key issues facing the City, and we will utilize our existing relationships with City staff to streamline communication and management. **There will be no learning curve at the onset of the contract, and our project team is prepared to hit the ground running.** Additionally, we are familiar with how the City prefers to communicate with its consultants and are well-equipped to implement time-tested communication methods and project management approaches that meet the City's desire for in-depth and articulate consulting guidance.

Multidiscipline Planning and Design Services. We have assembled a broad team that offers the City local, technical experts in all of the major design tasks listed in the Request for Proposal (RFP). Out team includes experts in transportation facilities, storm drain, utilities, site development, subsurface utility exploration (SUE), land surveying, drainage reports, Federal Emergency Management Agency (FEMA) flood studies, design of airport facilities, as well as expert witness personnel, project management, construction administration, and public involvement. **Contract Manager Joel Varner and other key team members offer a proven track record of successfully coordinating stakeholder efforts involving municipalities throughout New Mexico, Arizona, and other surrounding states. With access to our vast network of national talented experts and design partners, we are able to quickly address any need the City has.** With Kimley-Horn, the City of Las Cruces truly has access to a one-stop shop for all Civil Engineering tasks that may be encountered as a part of this on-call contract.

Planning and Design Expertise. Our team has experience in all phases of project development, from planning and conceptual studies to traffic and safety analysis to preliminary design and feasibility reports all the way through final construction documents and construction administration. **We are able to assist the City through the entire life cycle of a project, providing the City with a holistic approach to planning and design that provides consistency throughout the project process.** Regardless of what stage of a project's life cycle the City needs assistance with, the Kimley-Horn team is equipped to address all aspects of operations to best meet the needs of the City.

Kimley-Horn is in receipt of addendum one dated February 20, 2024 and addendum two dated February 27, 2024. We appreciate the opportunity to submit our proposal and look forward to continuing our partnership with the City. We are confident in our qualifications and our ability to successfully deliver on assignments from this on-call. If you have any questions, please contact Joel at 602.906.1188 or at joel.varner@kimley-horn.com.

Sincerely,
KIMLEY-HORN

Joel Varner, P.E.
Contract Manager

John Kissinger, P.E., PTOE
Senior Vice President | Authorized Signer

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Kimley-Horn and Associates, Inc.

1001 West Southern Avenue, Suite 131

Suite 131

Mesa, AZ 85210

Authorized Signature

John Kissinger, P.E., PTOE

Typed or Printed Name

Senior Vice President | Authorized Signer

Title

john.kissinger@kimley-horn.com

Email Address

Telephone number 602.944.5500 Fax number 602.944.7423

NM Tax & Revenue Dept. CRS # 0206234700

Current NM Secretary of State Business ID # 1321967 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 56-0885615 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Evaluation Criteria No. 1: Technical Approach

A. Technical Approach

Civil engineering has been a cornerstone of Kimley-Horn's practice since our founding in 1967. We have knowledgeable professionals to address every aspect of the needs of the City of Las Cruces (City) associated with civil engineering, and other related fields that rely on these civil-related topics such as roadway and transportation. Kimley-Horn's professionals have successfully completed a wide range of projects for state, regional, and local agencies. **Our engineers will provide the City with various professional, technical, and customary services as they relate to the on-call tasks assigned by the City, including safety considerations and evaluations, roadway and congestion management, drainage, utilities, and more.** We do not just work to find solutions to the task we are selected to complete, but provide additional value to the project by thinking ahead to anticipate how given solutions will affect other aspects of the project. We work to get these items incorporated into the task schedule as needed, and we make it a priority to keep up-to-date on innovative and emerging technologies and methods and think outside the box to find creative solutions to tasks.

Assigning the Right Project Team

A big part of our approach to this civil engineering services on-call is assigning the right team for each project. The key is making sure that when you contact us that we provide the team that can serve you best. For example, if the project is highly specialized such as a structural forensics opportunity where there is structural building damage caused by stormwater flooding, the City needs a forensics specialist rather than a structural engineer whose career has been focused on primarily bridge and retaining wall design. Likewise, the City needs a team that has the capacity to effectively lead a given project and provide the City with exceptional service.Our proposed contract manager, Joel Varner, has managed similar civil engineering on-calls across the Valley over his 14-plus-year career, and knows the importance of matching the right team for each project. He has a strong understanding of the individual strengths of our proposed team members as well as other support staff at Kimley-Horn. Joel is also familiar with individual and team workload situations to ensure that the team assigned has the available capacity to serve the City effectively. When approached by the City with an on-call task, Joel will connect the right point of contact that is proficient, available, and cost effective based on the nature of the task.

B. Major Tasks to be Accomplished

Our team has served as on-call consultants for many municipalities over the years and we have developed an approach to making every task a successful one.

Our major tasks and goals for this contract include the following:

Being Flexible. We know that having a flexible approach is a critical need during on-call contracts. Our project team understands how to navigate changes to the project schedule, scope, budget, and other various unforeseen circumstances. Our team is knowledgeable and available to offer our consulting services if and when these changes arise.

Thinking and Acting as an Extension of the City's Staff. Our team will approach the City's projects as though we are part of your staff. We want to operate as one efficient unit, prioritizing your overall vision and goals. We anticipate acting in concert with the Las Cruces community and working to minimize constraints to the City's objectives.

Thinking Big Picture. We will look beyond the project, asking ourselves: *What is the ultimate goal?* We will help the City identify and procure outside funding whenever possible.

Being Creative. We will look for creative and innovative solutions and present them to the City throughout the projects that come out as part of this on-call contract. *One example of this includes when Kimley-Horn was tasked by the City to complete a signal timing and phasing evaluation at the closely-spaced intersections of Spitz Street/Three Crosses Avenue and Main Street/ Solano Drive. Our team found that without clustering the intersections together, the City could instead utilize fixed timing to accomplish the same result and be more flexible. This allowed the City to customize the signal splits while maintaining coordination between the two intersections. Kimley-Horn also provided additional recommendations at these locations to improve operations, including double-servicing a left turn and changing the phase order.*

Providing Community and Council Support. Outreach to the community can be as important as the design of a project. We can prepare all exhibits and media, present information to the community or council, or simply provide support for the City. Our public involvement team is versed in community outreach and will work with the

City to reach consensus among all stakeholders involved.

Communicate Continuously and Effectively. We continuously keep the City's Project Manager and major stakeholder abreast of all project-related activities. The City needs a consultant who is responsive and proactively communicates the status of tasks to keep the City informed. We also understand the importance of communicating with the City when potential changes arise that may impact the project budget or schedule, that way a mutually agreed-upon solution can be reached in a timely fashion.

Produce Quality Deliverables. Our team is committed first and foremost to delivering high-quality deliverables void of errors and omissions. Between pre-submittal quality control reviews through tracking major action items and providing detailed responses to the City's comments, we strive to create a quality experience for our clients.

C. Statement of Services

With this civil engineering services on-call contract, it is essential that the City identifies a consultant who can provide a broad range of planning, design, and construction engineering services, a team of strong, experienced staff who are leaders in their design disciplines who can be trusted to deliver on very specific types of services, such as a airport design support, transportation planning, or modifying a FLO-2D model, a consultant with the resources and capabilities to deliver on high-profile and fast-paced projects for the City. Kimley-Horn's national network of experts and strong local presence make it an ideal selection for this civil engineering on-call contract. **Our team is pleased to offer the City the following services and expertise in the following disciplines, all of which are provided by our in-house team of engineers and planners.**

Transportation Facilities

The design of transportation facilities is fundamental to what we do at Kimley-Horn. Since our inception, we have built a national reputation for delivering exceptional solutions to clients across various sectors, including public agencies, private developers, and transportation authorities. Our team of talented professionals brings a wealth of experience and expertise in transportation engineering, urban planning, and design. Over the years, we have successfully completed the design for thousands of miles of roadway projects, ranging from small-scale roadway improvements to large-scale transportation infrastructure developments through every phase of the planning, preliminary design, and final design process. Our team has experience delivering conceptual alignment studies, conducting traffic and safety analyses, preparing project assessments (PAs) and design concept reports (DCRs), and construction documents. We have experience working with the Federal Highway Administration (FHWA) and understand the steps involved with federal processes and guidelines.

Our team of in-house experts are ready to assist the City with any transportation facility design task, with all of the following in-house design capabilities:

- Roadway design ranging from local roads to major arterial streets to freeway design
- Multimodal roadway design focused on pedestrian and bicycle friendly corridors, bike boulevards, multi-use pathways, curb ramp improvements, and Americans with Disabilities Act (ADA) and Public Rights-of-Way (ROW) Accessibility Guidelines (PROWAG) transition plans and compliance assessments
- Traffic engineering and signalization design including signing and pavement marking, traffic signals
- Intelligent transportation systems (ITS) and traffic operations
- Structural design including bridges, retaining walls, and drainage structures
- Roundabout planning and design implementation
- Landscape architecture and hardscape design
- Environmental planning and environmental assessments
- Transit planning
- Traffic analysis and safety studies
- Parking planning, assessments, and designs
- Private utility coordination and utility relocation

Storm Drain, Drainage Reports, FEMA Flood Studies

Kimley-Horn's surface water and drainage experience encompasses everything from traditional hydrologic/hydraulic analyses and design of storm drainage systems, culverts, and bridges to holistic urban watershed-based solutions that address flood control, water quality, aesthetics, and mitigation needs. Our team of experts have successfully completed projects nationally and across the Southwest, and we thoroughly understand arid region flood mitigation. Our surface water specific services include master planning, flood control design, hydrology and hydraulic analyses,

complex two-dimensional modeling, Federal Emergency Management Agency (FEMA) permitting, floodplain mapping, and public involvement.

Kimley-Horn expertise in these categories goes above and beyond in storm drain design and complex watershed master planning. Our storm drain design experience ranges from small systems to large flood control facilities. We have recently completed projects with storm drain up to 120" in diameter. We understand that the typical critical path for most storm drain design projects in utility identification, coordination, and relocation. Kimley-Horn has developed a scalable approach to minimize utility coordination and relocation delays as much as feasible to avoid project disruptions.

From a master planning perspective, Kimley-Horn has developed an approach for large and small watersheds that utilizes detailed 2D H&H (FLO-2D or HEC-RAS 2D) to initially identify hazards. We then engage the public and stakeholders with a robust outreach program to "ground truth" results. From there, we formulate conceptual alternatives that are implementable based on funding constraints and grant opportunities. This approach has worked well in securing grants and funding actual construction projects with attractive cost share programs for the local agency.

Utilities

Kimley-Horn brings a complete understanding of water/wastewater, and reclaimed water systems from the initial needs analysis and master planning to detailed design, construction phase services, and condition assessments. We have municipal experience in design and construction of a wide variety of projects, including planning and design of transmission and distribution pipelines; trenchless technology designs; right-of-way and easement coordination; utility coordination; pipeline rehabilitation; water/wastewater treatment facilities design; tanks and boosters design; lift station evaluation and design; flow monitoring; site security; and permitting. Many of our professionals are locally and nationally recognized in the field of lift stations, water/wastewater treatment membrane technology, and security management systems such as closed-circuit television (CCTV) surveillance, detection systems, field controllers, communications systems, and central control and monitoring.

Site Development

Kimley-Horn's dedicated development services staff have participated with many local municipal clients since our founding. Typically, our work is related to plan checks for new developments within a county or municipality. Our staff has provided, and is currently providing, such services as checking plans to verify compliance with local agency standards; providing tracking of revised plans and status of plans in the plan check process; supporting developers and their engineers in their efforts to get plan approvals per agency standards; and general support to county and city engineering and public works staff. Our team of development services engineers can work as an extension of City staff to assist with development plan reviews, permit compliance reviews, development coordinaton, or even to help with master planning efforts. We are also well versed with public presentations, public coordination, and can assist with presenting to City Council as necessary to assist with communicating planned developments.

Investigations and Studies

Kimley-Horn is a leading consultant in developing transportation plans, corridor studies, operational studies, parking studies, bicycle and pedestrian plans, safety analyses, freight plans, general plans, and transportation impact studies. We have assisted many local and state agencies in securing federal funding and developing transportation plans and programs for both short-term and long-range improvements. With expertise in conditions assessment, demand forecasting, environmental review, alternatives assessment, and cost-benefits analysis, Kimley-Horn has the experience to progress a project from the inception of a concept through the development and implementation of a plan.

Kimley-Horn also provides transit planning and engineering services throughout the U.S. From the largest regional agencies to small systems, Kimley-Horn's transit experts guide our clients through all phases of a project, from the early planning stages through final design and construction administration. For rural, urban, regional, and statewide transit systems, we provide comprehensive analysis, planning and design services, short- and long-term transportation plans, major investment studies, route planning, alternatives analysis, line-by-line analyses, on-board surveys, demand modeling, and environmental documentation. Our team understands that all facets of the transportation system—streets, transit, bicycling, and walking—must work together to build vibrant, sustainable communities.

Subsurface Utility Exploration (SUE)

The proper identification and locating of underground utility infrastructure can sometimes be the difference between a successful project and lengthy schedule delays. Our in-house SUE team has the capabilities to provide SUE Level B

services, providing the accurate locations of all underground utility systems, both public and private. This information enables our design teams to provide accurate utility conflict reviews and avoid surprise conflicts during construction.

In addition, our team provides expert utility coordination services, interfacing with private and public utility representatives to obtain mapping, locate existing facilities, identify conflict resolution/mitigation strategies, and coordinate private utility relocation, if necessary. Our prompt proactive utility coordination provides ease of mind to our clients and limits the potential for schedule and budget impacts.

Land Surveying

Our full-service land surveying team brings a wealth of experience providing all manner of land surveying services including boundary surveys, American Land Title Association (ALTA)/ National Society of Professional Surveyors (NSPS) surveys, ROW plans, legal descriptions/ exhibits, right-of-way and easement research, and Geographic Information System (GIS)/drafting support. Our team also frequently partners with local survey crews to provide high-quality topographic surveyors and aerial mapping for project sites.

Construction Contract Administration

Our team has experience in design, construction management, and inspection. We provide construction management and inspection services for projects that we design, including daily coordination with the City and the contractor, shop drawing reviews, request for information (RFI) responses, and field directives. We are experienced in evaluation contractor extra cost proposals, negotiating contractor change orders, reviewing contractor pay applications, and reviewing construction critical path method (CPM) schedules. We are also experienced working with low-bid, job order contract (JOC), and construction manager at risk (CMAR) contractors and we understand the unique benefits and challenges to each delivery method. Our background in both design and construction ensure that all coordination with the City and contractor is done in a timely and accurate manner. This helps keep projects on time while delivering a quality service to the City.

Design of Airport Facilities

When it comes to airports, Kimley-Horn has one of the largest aviation engineering practices nationwide, with over 250 dedicated aviation specialists. Our staff has worked on thousands of airfield projects across the country, and we have worked at every one of the large hub airports (30 of 30) in the United States. Our team has experts that specialize in airside and landside design, pavement management and pavement design, structural design, airfield hydrology/hydraulics/drainage design, airfield electrical and signage design, and construction administration and inspection services. Kimley-Horn's Phoenix and Mesa offices serve as design headquarters for our aviation practice with professional staff who work exclusively on airport projects daily. We have over 55 full-time aviation staff located here in the Southwest region capable of assisting on this project if needed to ensure project deadlines are met. Our local aviation professionals bring a tremendous amount of aviation experience and wide-ranging expertise that makes us perfectly suited to assist the City with any airport facilities design tasks that may arise.

Expert Witness

Kimley-Horn's forensic engineers and specialists apply accepted scientific and engineering principles to collect evidence and conduct the analysis to understand your case. Our licensed professional engineers are experts in evaluating claims related to property, buildings and/or building systems, vehicle crashes, premise liability, workplace accidents, fire causation, product failure, construction defects, structural failures, storm damage, and more.

Our advantage is in our experts' experience and understanding of the best strategy for the use of expert testimony coupled with the state-of-the-art engineering analysis. Our experts have the ability to provide clear answers in an efficient, timely manner, and to provide expert testimony when necessary. We have experts in mechanical engineering, civil engineering, and biomedical engineering providing analysis accepted in circuit and federal courts.

Insurance professionals and attorneys nationwide call on Kimley-Horn's experts with many years of practical experience, education, and specialized training. Kimley-Horn has more than 120 offices across the U.S. allowing our experts to draw on nationwide resources resulting in exceptional services. In addition, our experts are capable and experienced in providing vast technical data in a way that a jury can understand.

Project Management

Kimley-Horn's project management begins with a complete and thorough understanding of the project, including communication/coordination, assigned scope, schedule,

budget, and quality control requirements. Effectively managing these functions throughout the development of projects is paramount and we consistently:

- Take ownership of task orders
- Conduct productive meetings
- Employ effective communication with project team and stakeholders
- Identify issues and resolutions early
- Provide alternatives/options and recommendations
- Determine action items and make decisions
- Monitor project budget and schedule
- Respond quickly to design and construction requests
- Build QC into every task

Public Participation and Involvement

Kimley-Horn is sensitive to the role of meaningful public involvement programs that enable area residents to establish their priorities. Public involvement determines the overall design program, funding strategies, and implementation priorities. Our expertise in providing a broad range of services helps to ensure the successful implementation of your goals while addressing the specific challenges that each project entails. Kimley-Horn is known for developing innovative project approaches that involve neighborhood and community participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. **Kimley-Horn is strongly committed to conducting public involvement programs that educate, inform, and build consensus for a particular solution. Each project is different in terms of the stakeholders and the critical issues involved; thus each public involvement program must be tailored to specifically address the project's needs.**

D. Project Schedule

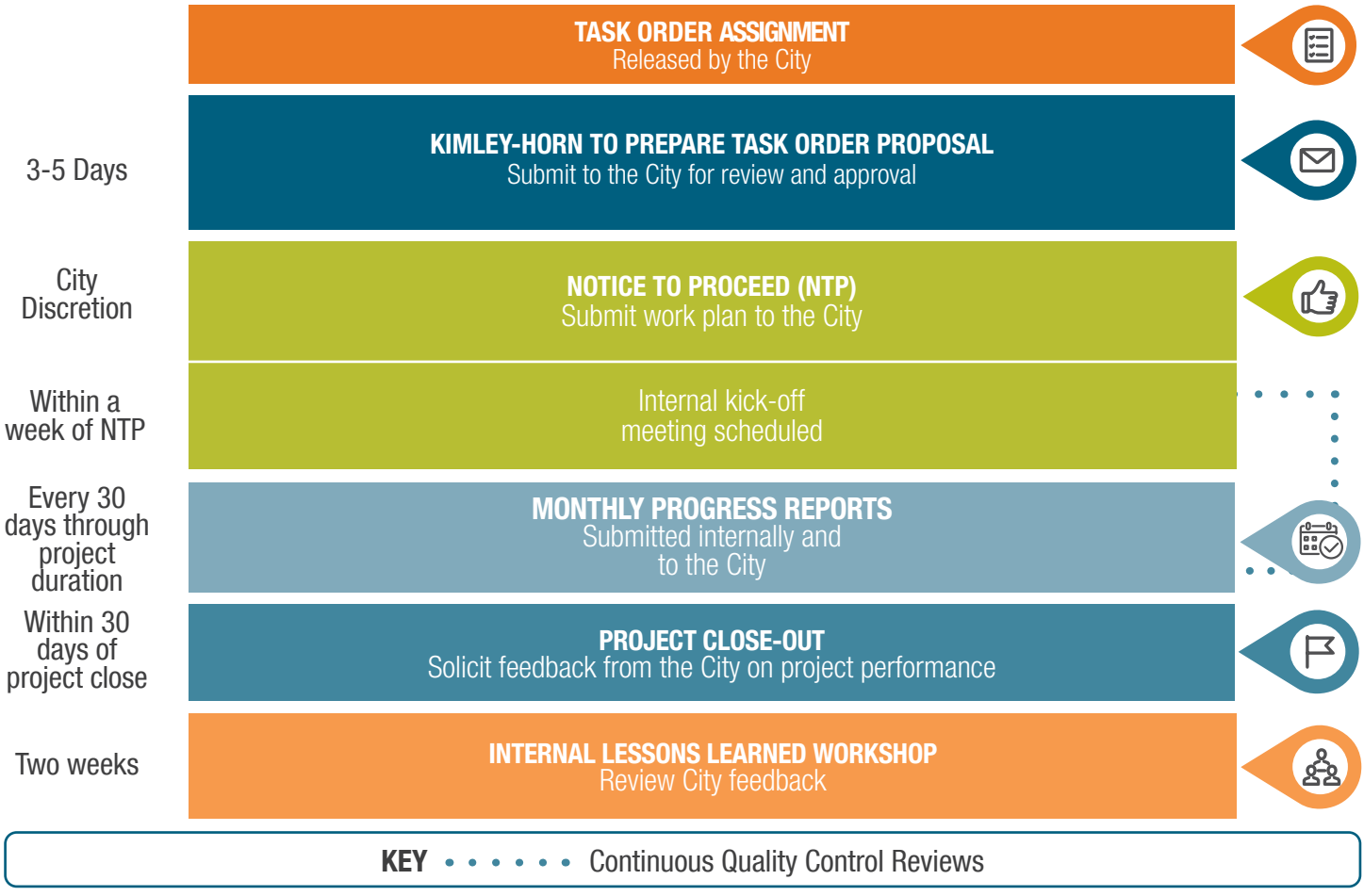
Meeting project schedules is beneficial to both the City and critical stakeholders. Our team recognizes that control of the schedule is vital to the success of any project that may arise during the contract. Through communication with City staff, our team will work to create and define project requirements, recognize potential obstacles to success, identify possible opportunities to achieve additional value within the identified budget, and create a project work plan that allows us to accomplish the City's goals. We recognize that meeting schedule demands allows stakeholders to feel that their approval of the funding was a wise investment. Kimley-Horn has developed a process that ensures our team works in concert with the City to maintain a comprehensive schedule approach to on-call task orders. We include City staff in critical decision-making points so the project team and City staff can agree upon the best course of action to keep the project on track at all times.

Due to our access to Kimley-Horn's large network of experts, we can address sudden requests on a moment's notice. Because City staff may get short notice requests, often requiring immediate attention, we can provide the City with fast response times and the necessary resources to respond to these often unanticipated and political projects. This may include providing the City with exhibits or cost comparisons within hours to satisfy the request.

Establishing internal project schedule deadlines is a successful technique to track schedule progress and provides an opportunity to use additional resources, if necessary, to deliver the project on time. We will develop an internal submittal schedule for the project team that begins typically one to two weeks before the City's submittal deadlines. This internal schedule includes milestone deadlines such as internal independent Quality Assurance/Quality Control (QA/QC) reviews, distribution of QA/QC comments to the project team, and final edits to construction documents.

The graphic below details our typical approach to on-call task orders.

Figure 1: Task Order Approach

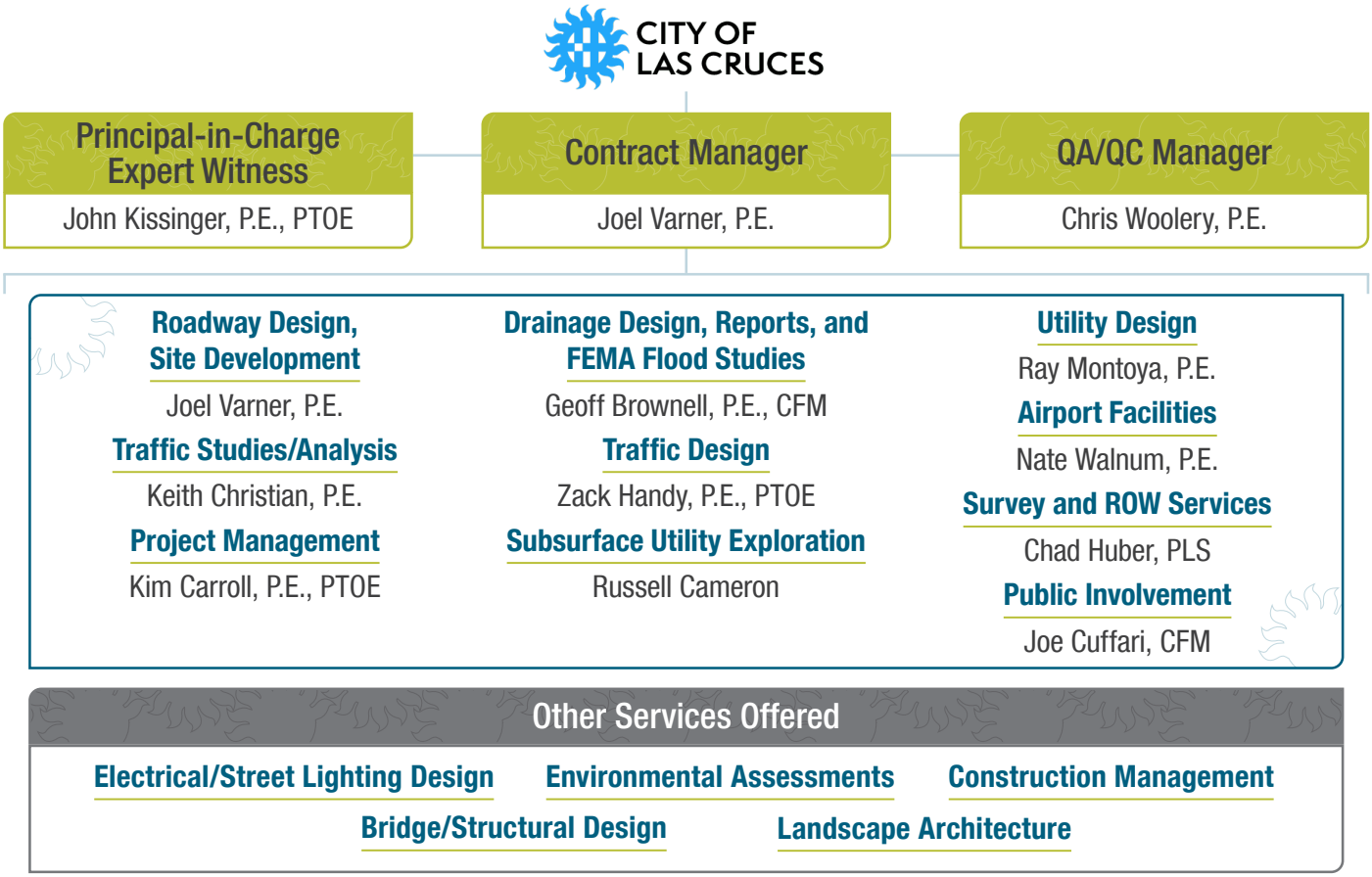


Evaluation Criteria No. 2: Qualifications and Competence

A. Key Personnel Qualifications

Our project team has been thoughtfully assembled to address all major design needs of this Civil Engineering Services On-Call contract. As you review, please note that each team member provides technical expertise directly related to one of the major technical scope of work items identified in the Request for Proposal (RFP), and we are able to address all major design elements of this on-call contact with our in-house team of planners and engineers. Below is our organizational chart, which details our project team and identifies key personnel and relationships among team members. This is followed by a description of experience, areas of competence, and a percent of time assigned to the project for our key personnel.

Organizational Chart



For additional information regarding professional licenses, please refer to the following three pages.

Team Bios

Joel Varner, P.E. // Contract Manager, Roadway Design, Site Development

14 Years of Experience
14 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (Pending)**, AZ

Joel offers 14 years of experience in transportation and civil engineering. His main area of expertise is in municipal roadway projects, where he has experience managing multidiscipline designs and coordinating the geometric, structural, drainage, and traffic components of complex transportation projects. Joel contributes considerable design knowledge and strong software skills, and his previous responsibilities have included roadway geometry and ADA design; pavement marking and striping layouts; preparation of final plans, specifications, and cost estimates; utility coordination; grading and drainage; and earthwork modeling. **As your Contract Manager, Joel will serve as the main point of contact for the City.**

Relevant Experience

- City of Phoenix, Engineering On-Call Services, Phoenix, AZ
- City of Goodyear, On-Call Services, Goodyear, AZ
- City of Glendale, On-Call Roadway Services, Glendale, AZ
- Coconino County, On-Call Engineering Services, Coconino County, AZ

John Kissinger, P.E., PTOE // Principal-in-Charge/ Expert Witness

37 Years of Experience
27 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#25907**), AZ, CA, ID, IL, IN, IA, KS, MN, MO, MT, NE, NV, OH, UT, WA, and WI; Professional Traffic Operations Engineer (PTOE)

John has 37 years of consulting experience designing roadway, traffic, and ITS projects. John's experience includes leading projects from the initial planning and feasibility study stages through final design and construction. He also is experienced in the public involvement process including city council and large group presentations, facilitation of open house meetings, and leading small group and one-on-one meetings. **As your Principal-in-Charge, John will provide general oversight of the project to see that your needs are being met and that you receive a high level of service. He is also available to serve as an Expert Witness, if needed.**

Relevant Experience

- City of Las Cruces, Signal Timing at North Main and Solano, Las Cruces, NM
- City of Las Cruces, Signal Timing at Missouri and Triviz, Las Cruces, NM

Chris Woolery, P.E. // QA/QC Manager

30 Years of Experience
12 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ

Chris has 30 years of extensive experience in project management, engineering design, and construction. He has been responsible for the roadway design and utility coordination for numerous public projects throughout Arizona and surrounding states. His responsibilities have included the preparation of final design plans, specifications, and cost estimates; roadway design; grading and drainage design; water and sewer design; utility conflict identification and relocation; preparation of DCRs and PAs; coordination with city, county, and state agencies; and attendance at public meetings. **As your QA/QC Manager, Chris will be responsible for monitoring the quality of our performance on this contract.**

Relevant Experience

- City of Tucson, On-Call Traffic Engineering Services, Tucson, AZ
- City of Chandler, On-Call Civil Engineering Services, Chandler, AZ

Geoff Brownell, P.E., CFM // Drainage Design, Reports, and FEMA Flood Studies

25 Years of Experience
5 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, CA, and NV; Certified Floodplain Manager

Geoff will call upon his 25 years of experience in drainage design, flood hazard analyses, and flood hazard mitigation. Geoff has served on numerous large and small drainage and floodplain studies, ranging from small storm drain improvements to large-scale master plans. He has led many projects developing one- and two-dimensional hydrology and hydraulic models for river systems, local and regional watersheds, and land development. As a former FEMA contractor, Geoff is also an expert in large floodplain mapping studies, map revisions, and the Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) process.

Relevant Experience

- City of Goodyear, On-Call Plan Review, Goodyear, AZ
- City of Scottsdale, On-Call Stormwater Services, Scottsdale, AZ

Ray Montoya, P.E. // Utility Design

26 Years of Experience
8 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#20889)**, AZ, HI, NV, and UT

Ray has 26 years of experience in the water/wastewater industry. He has prepared water and sanitary sewer improvement plans, water and sewer hydraulic computer models, master water and sewer studies, and water reuse system plans. His experience includes a wide range of projects in the water/wastewater industry including pipelines, pump stations, pressure-reducing stations, and various preliminary and detailed design reports. He has experience in pipeline and utility design utilizing alternative construction methods, including pipe bursting, slip lining, micro-tunneling, and directional drilling.

Relevant Experience

- City of Tucson, On-Call Transmission Mains, Tucson, AZ
- City of Las Vegas, Wastewater Treatment On-Call Services, Las Vegas, NV

Keith Christian, P.E. // Traffic Studies/Analysis

11 Years of Experience
11 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#27998)**, AZ, and ID

Keith offers 11 years of experience having worked on a wide variety of traffic engineering, planning, and traffic systems design projects for public and private agencies. His projects involved obtaining and analyzing traffic data, creating macro and microsimulation traffic models, optimizing signal timings, assisting agencies with implementation and fine tuning, and providing recommendations and a final report. Keith's experience also includes transportation performance measures, traffic forecasting/analysis, and multimodal transportation planning/engineering.

Relevant Experience

- City of Las Cruces, Lohman Avenue Retiming Phases 1 and 2, Las Cruces, NM
- City of Las Cruces, Traffic On-Call Services, Las Cruces, NM

Zack Handy, P.E., PTOE // Traffic Design

7 Years of Experience
6 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ and ID; Professional Traffic Operations Engineer

Zack is a professional civil engineer with seven years of experience in the planning and design of traffic engineering projects. His traffic engineering experience includes traffic signal design, traffic signal planning, ITS design, signing and pavement marking design, traffic impact studies, traffic calming studies, parking studies, school circulation studies, and roadway capacity studies.

Relevant Experience

- City of Las Cruces, Traffic Impact Analysis (TIA) Review, Las Cruces, NM
- Town of Gilbert, Transportation On-Call, Gilbert, AZ

Nate Walnum, P.E. // Airport Facilities

28 Years of Experience
24 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, FL, MI, NJ, NY, and UT

Nate has 28 years of planning, engineering, and management experience on a wide array of airport, transit, rail, roadway, and municipal projects. His planning experience encompasses facilities planning for airport infrastructure, including roadway improvements and Ground Transportation Centers (GTCs), curbfront management, parking, utilities, passenger simulation modeling, communications and security, as well as airfield design layouts and terminal apron layouts.

Relevant Experience

- City of Phoenix, Airport Plan On-Call, Phoenix, AZ
- City of Phoenix, On-Call Planning Services, Phoenix, AZ

Kim Carroll, P.E., PTOE // Project Management

31 Years of Experience
10 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, LA, and UT; Professional Traffic Operations Engineer

Kim has 31 years of civil engineering design experience. She brings a wide variety of experience including roadway/intersection design, transportation planning, traffic studies, pedestrian/bicycle path design, ADA ramp evaluation and

design, traffic signal operations, traffic signal design, pavement marking and signing design, and construction phasing. She has overseen and delivered federally funded projects, including utility relocation and clearances, right-of-way clearances, environmental clearances, and material clearances. She has experience working on design-bid-build, JOC, design-build, and CMAR delivery methods.

Relevant Experience

- Town of Prescott, On-Call Traffic Engineering Services, Prescott, AZ
- City of Chandler, On-Call Transportation Services, Chandler, AZ

Russell Cameron // Subsurface Utility Exploration

21 Years of Experience
1 Year with Kimley-Horn

Russell is a construction and project management professional with 21 years of experience combining operational management, business development, and customer service expertise to maintain cost control levels while providing exceptional service in competitive domestic and international business markets. His expertise is with SUE, particularly focusing on utility designating, utility potholes, and utility relocation for all types of design projects pertaining to roadway, drainage, and new-build designs.

Relevant Experience

- Maricopa County, On-Call SUE Services, Maricopa County, AZ
- City of Mesa, SUE On-Call Services, Mesa, AZ

Chad Huber, PLS // Survey and ROW Services

30 Years of Experience
2 Years with Kimley-Horn

Professional Credentials:
Professional Land Surveyor in AZ, CO, and NV

Chad is a professional registered land surveyor with 30 years of experience working on projects in the public, private, site civil, and energy sectors. His experience includes boundary surveys, ALTA/National Society of Professional Surveyors (NSPS) surveys, ROW plans, and drafting. Chad provides oversight on all survey projects including the research, analysis, design, and documentation of survey results. His responsibilities also included cost estimates, project budgets, construction calculations, field notes, oversight of survey staff, and business development. Chad's clients rely on him as a trusted advisor for his expertise in the public, site civil, and energy sectors and his unmatched depth of knowledge in all things related to survey. His reputation for superior client service is built on a foundation of attention to detail, proactivity on projects, and dedication to understanding his clients' needs.

Relevant Experience

- Arizona State Land Department On-Call ALTA Land Surveying Services, AZ
- Town of Paradise Valley, Mockingbird Lane Final Design, Paradise Valley, AZ

Joe Cuffari, CFM // Public Involvement

13 Years of Experience
1 Year with Kimley-Horn

Professional Credentials: Certified Floodplain Manager (CFM)

With 13 years of expertise in construction, architecture, and engineering projects, Joe is a highly experienced public involvement coordinator with a proven track record in coordinating public engagement activities for a local government agency. His extensive background encompasses strategic outreach planning, development of collateral and mailings, stakeholder coordination, public messaging, and serving as a point of contact for constituents. He demonstrates a genuine willingness to listen to the concerns of impacted residents and effectively collaborates with project managers to identify agreeable and beneficial solutions, ensuring project success. As a public involvement coordinator, Joe's professionalism, qualifications, and commitment make him an invaluable addition to the team. His exceptional communication skills and results-oriented approach position him for success in driving impactful public involvement initiatives.

Relevant Experience

- City of Tucson, Bilby Road Modernization, Tucson, AZ
- Santa Cruz County, Patagonia Flood Mitigation, Santa Cruz, AZ

Our team prides itself on its ability to be highly responsive and readily available to meet the needs of our clients. We understand the importance of timely communication and are committed to providing quick and efficient responses to inquiries and requests. Whether it is addressing a concern, providing updates on a project, or offering guidance, our team is dedicated to being accessible and responsive at all times. We prioritize clear and concise communication, ensuring that our clients receive the information they need in a timely manner.

Additionally, we embrace collaboration and growth, always striving to enhance our knowledge and skills to better serve our clients. While we value a light-hearted and positive approach, we never compromise on the accuracy and value of our responses. If there is ever a question or situation where we do not have an immediate answer, we will openly communicate this and work diligently to find the information needed.

Overall, our team's ability to be responsive and available stems from our commitment to exceptional client service and creating an environment where our people can flourish.

The table below summarizes our key personnel's percent of time assigned for this contract.

Percent of Time Assigned To Contract

Key Personnel	% Assigned
Joel Varner, P.E.	60%
John Kissinger, P.E., PTOE	20%
Chris Woolery, P.E.	15%
Geoff Brownell, P.E., CFM	60%
Ray Montoya, P.E.	70%
Keith Christian, P.E.	60%
Zack Handy, P.E., PTOE	55%
Nate Walnum, P.E.	40%
Kim Carroll, P.E., PTOE	45%
Russell Cameron, PMP	60%
Chad Huber, PLS	60%
Joe Cuffari, CFM	60%

B. Contact Information and Roles for Firms Responsible for Contract Administration

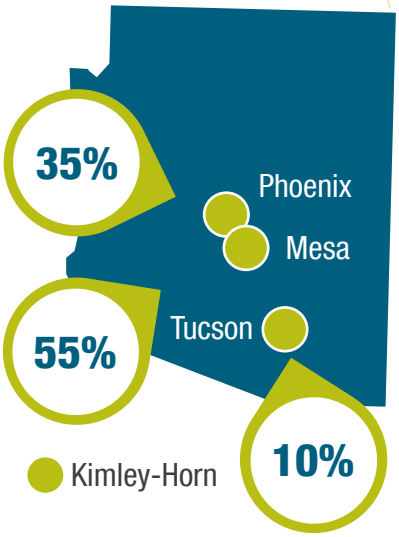
Kimley-Horn's contact information and areas of responsibility is shown below. **Hiring subconsultants on an as-needed basis is one of Kimley-Horn's strategic approaches. This flexible model allows us to bring in localized and specialized professionals on a project-by-project basis, tailoring our team to meet specific client needs.**

Firm Name and Principal Member	Areas of Responsibility
Kimley-Horn **Contract Manager:** Joel Varner, P.E. **Phone:** 602.906.1188 1001 West Southern Avenue, Suite 131, Mesa, AZ 85210 **Principal-in-Charge:** John Kissinger, P.E., PTOE **Phone:** 602.944.5500 7740 North 16th Street, Suite 300, Phoenix, AZ 85020	**Design for:** transportation facilities, storm drain, utilities, site development, investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, drainage reports and FEMA flood studies, airport facilities, project management **Additional:** Expert Witness, Public Involvement

"We have no reason to exist except to serve our clients"
Ed Vick, President, Kimley-Horn and Associates, Inc. 1972-1992

C. Location and Percentage of Work to Be Performed

The Kimley-Horn Mesa and Phoenix offices in Arizona will perform the majority of work for this contract. **Below, we have included a graphic to represent the percentage of work to be performed at each office location, which is based off of where team members sit and operate.**



D. New Mexico Registration

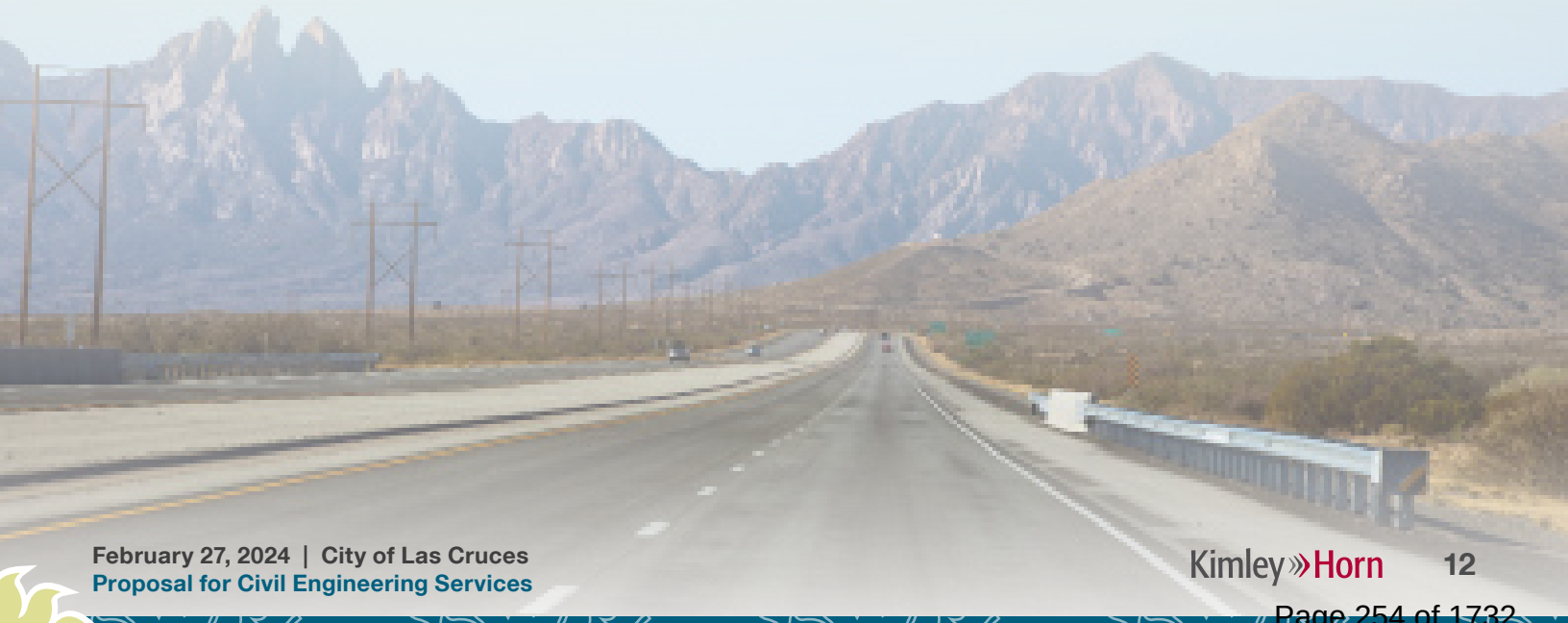
John Kissinger, P.E., PTOE is a Professional Engineer in New Mexico (#25907). He will be responsible for and in direct charge of the work taking place for this on-call contract.

As Contract Manager, Joel Varner, P.E. has demonstrated the knowledge and skills in the field of engineering and is actively working towards obtaining licensure in the state of New Mexico in addition to his currently active licensure in the state of Arizona. While his license is pending, he is still able to practice engineering under the supervision of John Kissinger, a licensed professional in New Mexico.

Other team members are registered in New Mexico, as identified in the Team Bio's section on pages 8-10.

Kimley-Horn has previously executed multiple agreements with the City of Las Cruces. We are confident that we will be able to reach mutually agreeable terms and conditions. We kindly request the City consider the following minor modifications:

- RFP, Page 10, F. Insurance Requirements, 1. Professional Liability: Professional Liability insurance is per claim, not occurrence.
- RFP, Page 10, 7.: Kimley-Horn cannot name the City as additional insured on workers' compensation and professional liability insurance.
- Professional Services Agreement, page 5, 18. Indemnity and Limitation: Strike "in whole or in part" all three times it appears in lines 3-4 and replace with "solely" as we have done in previously executed contracts with the City.



Evaluation Criteria No. 3: Performance of the Firm

Similar Experience

Kimley-Horn has successfully delivered on hundreds of civil engineering projects nationwide. **Below, we have included some of our most relevant experience accompanied by the client contact person for each project.**

City of Phoenix, Northwest Valley Transportation Engineering // Phoenix, AZ

Kimley-Horn has recently completed this extremely fast-tracked design project to meet an aggressive schedule for designing five miles of roadway. This project has involved complex coordination with numerous stakeholders including City departments, the Arizona Department of Transportation (ADOT), the FHWA, and various utility companies. We designed roadway improvements, including bike lanes and sidewalk, and drainage facilities. **Our team is currently providing construction phase services.**

Key Similarities: Roadway design, storm drain, traffic signing/marking, signals, utility design, site development adjacent, preliminary studies/investigations, SUE, construction administration, land surveying, drainage reports, FEMA floodplain study.

Contact Person: Mario Brown, Project Manager mario.brown@phoenix.gov 602.262.6553

Town of Paradise Valley, Mockingbird Lane Storm Drain Final Design // Paradise Valley, AZ

This project was first identified as part of an Area Drainage Master Plan (ADMP) for the Flood Control District of Maricopa County (FCDMC). The Town hired Kimley-Horn to complete a DCR and benefit/cost analysis. This project entails just over one mile of new storm drain and catch basins along an existing roadway to capture both onsite and offsite runs. FLO-2D was used to define the hydrologic and hydraulic conditions, and the major challenges included utility coordination and relocations. The Town also tasked Kimley-Horn with investigating roadway realignments and other traffic calming measures. Public involvement was also important to project success.

Key Similarities: Roadway/transportation design, FEMA floodplain planning and design, drainage/storm drain design, field investigations, traffic planning, public involvement, cost estimating.

Contact Person: Sam Kayat, P.E., CIP Manager skayat@paradisevalleyaz.gov 480.348.3541

Similar Experience - Cont.

ADOT Statewide Airport Pavement Management System (APMS) Program // Statewide, AZ

ADOT Aeronautics Group selected Kimley-Horn to provide pavement evaluation, design services, construction administration, and program management services for ADOT's five-year program for pavement maintenance at more than 60 Arizona airports (and recently just re-selected Kimley-Horn for the next five-years). Kimley-Horn performs site visits at airports identified in ADOT's pavement management plan to verify pavement distress information provided through ADOT's statewide Probable Maximum Precipitation (PMP). Kimley-Horn is responsible for developing plans and specifications outlining the application of maintenance-type rehabilitation options. Plan sets are specific to each airport, application, and program year. Each year five to 14 airports are maintained depending on the amount of funding available. Maintenance items include, but are not limited to: crack repair, crack seal, seal coat, thin overlays, mill and replaces, and partial reconstructions.

Key Similarities: Pavement design, investigations, construction contract administration, land surveying, airport facilities design, project management, construction inspection.

Contact Person: Matthew Munden, State Airport Engineer mmunden@azdot.gov 620.712.7647

In addition to the above-highlighted projects, our team has direct recent experience working with City staff on projects for the City of Las Cruces. **Shown below are our most recent contracts with the City, all of which were worked on by members on this on-call team.** We look forward to continuing our excellent working relationship with the City of Las Cruces as a part of this on-call contract.

Kimley-Horn - City of Las Cruces Project Experience:
Lohman Street Signal Retiming Phase 1
Lohman Street Signal Retiming Phase 2
Safe Streets and Roads for All (S4A) Grant Application
Fiber Support for Network Architecture
Third-Party Traffic Impact Analysis Review
High-Mast Lighting
Missouri Street and Trivits Street Retiming
North Main Street Retiming
Utility Locates IFB

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Kimley-Horn and Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

KIMLEY-HORN AND ASSOCIATES, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "H"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Molzen Corbin and Associates, of 1155 Commerce Dr, Ste F, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Molzen Corbin and Associates 1155 Commerce Dr, Ste F Las Cruces, NM 88011 ATTENTION: Kevin W. Eades

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MOLZEN CORBIN AND ASSOCIATES

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Molzen Corbin & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260.00
2	Project Engineer/Project Manager	$ 240.00
3	Senior Engineer	$ 220.00
4	Design Engineer	$ 165.00
5	Engineer Intern	$ 135.00
6	Engineering Technician	$ 140.00
7	Drafting Technician	$ 110.00
8	Survey Crew**	$ 225.00
9	Construction Inspector/Observer	$ 95.00
10	Administrative/Clerical	$ 75.00
11	Field Testing and Investigations	$ 110.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10.00

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.11
16	Color Copies (per copy)	$ 1.00
17	Prints 24x36 (per sheet)	$ 3.00
18	Mylars 24x36 (per sheet)	$ 10.50
19	Photo Quality Plots (per plot)	$ 5.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CIVIL ENGINEERING

TECHNICAL PROPOSAL

CITY OF LAS CRUCES

Civil Engineering Services

RFP No. 23-24-050

February 27, 2024

MOLZENCORBIN

ENGINEERS | ARCHITECTS | LAND

MOLZENCORBIN

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N Main
Las Cruces, NM 88001

RE: Civil Engineering Services, RFP 23-24-050
(We are in receipt of Addendum 1, dated February 20, 2024, and Addendum 2, dated February 23, 2024.)

Dear Members of the Selection Advisory Committee:

Molzen Corbin is pleased to present this proposal to provide Civil Engineering Services to the City of Las Cruces. Our Las Cruces branch has served the City for 40 years, designing your roadway, water system, wastewater system, and drainage improvements. Our professional Civil Engineering services make-up the backbone of our Las Cruces office and provide the City of Las Cruces with a highly reliable local source for on-call engineering. Our ability to deliver is based on the following strengths:

- **Highly experienced, Multi-discipline Project Team:** Molzen Corbin employs 90 professionals in the field of public works engineering and architecture. This includes planning, design, and construction-phase services for street/roadway, interstate/interchange, stormwater/drainage, water, wastewater, recreation/park, municipal facility, and airport projects. In addition, we offer construction observation, regulatory compliance/permitting assistance, electrical engineering, mechanical engineering, and grants administration. We can address any needs that the City will require during the course of this contract.
- **Local Knowledge Base:** Molzen Corbin's engineers and architects are familiar with most of the City's infrastructure needs. Because of our diverse local experience in water, wastewater, gas, transportation, stormwater, and facilities, and our knowledge of your current infrastructure and future needs, we believe that Molzen Corbin is an ideal choice for this on-call contract.
- **Team Continuity:** Molzen Corbin has numerous senior engineers and architects that you are familiar with that have more than 40 years of continuous experience in the City of Las Cruces. You will not be dealing with new faces after the contract is signed. Our workforce is reliable, empowered, and motivated to once again serve the City of Las Cruces and we see our own success directly tied to Las Cruces' success.

We trust that the following submittal underscores the unique knowledge and benefits of the Molzen Corbin Team. We look forward to continuing our successful relationship with the City of Las Cruces.

Sincerely,
MOLZEN CORBIN

Kevin W. Eades, PE
President and Chief Executive Officer

Table of Contents

TECHNICAL PROPOSAL

1. Technical Approach to the Project 1

2. Qualifications and Competence of Team 9

3. Performance of the Firm with Previous Clients.....14

RFP Compliance Declaration
Resident Business Certificate
City of Las Cruces Business Registration Certificate

1. Technical Approach to the Project

About Molzen Corbin

Molzen Corbin is a nationally ranked firm with deep roots in this State. We have provided a diverse portfolio of engineering services to New Mexico's public entities since 1960. Molzen Corbin has a successful branch office in Las Cruces, and has served the City for over 40 years. Our strong track record for the delivery of high-quality projects on time and within budget is reflected in the fact that 90% of our business comes from repeat clientele. A majority of the clients we began with 64 years ago are still with us today on a retainer basis.

Technical Approach

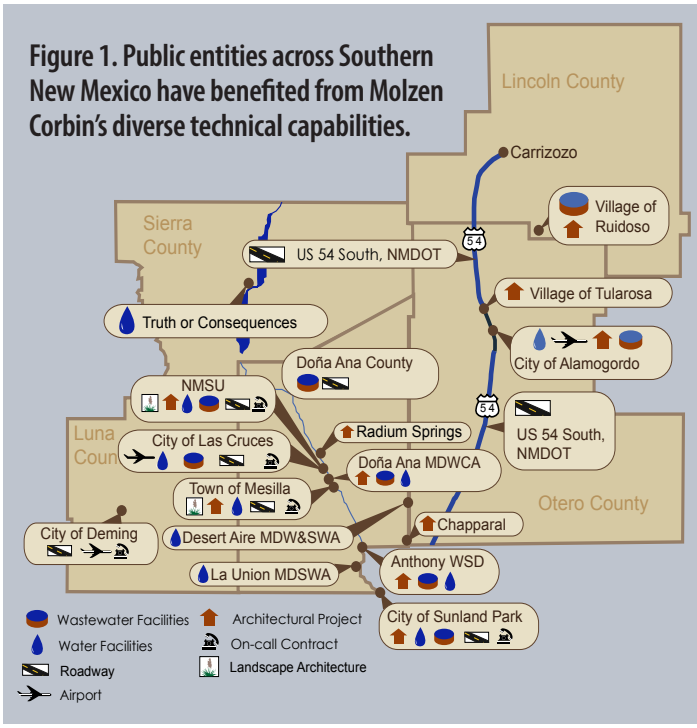
As we have in the past, Molzen Corbin will continue to provide planning, design, and construction phase services on a work-order basis. We will also provide day-to-day consultation services and attend conferences and meetings to remain informed about projects and issues. Molzen Corbin's general process and approach is as follows:

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

Technical Capabilities

Molzen Corbin employs 90 in-house professionals in the fields of civil, water, wastewater, electrical, mechanical, and airport engineering; architecture and landscape architecture; surveying; planning; and grants administration. We offer the operational agility and depth of staff needed to provide highly responsive services to the City. The map below (Figure 1) illustrates the depth and breadth of Molzen Corbin's technical experience in

Figure 1. Public entities across Southern New Mexico have benefited from Molzen Corbin's diverse technical capabilities.



Southern New Mexico. Following we describe our technical capabilities in civil engineering.

Transportation Engineering

Molzen Corbin has designed more than 880 miles of highways, streets, and roads throughout New Mexico, including rural roadways, residential streets, and urban arterials, as well as rural, urban, and interstate highways. **Our transportation experience has included a wide range of design elements, including utilities and storm drainage; bridges and street paving; curb, gutter, and street lights; bike lanes; roundabouts; street and sidewalk improvements; and ADA compliance and right-of-way (ROW).** Figure 2 illustrates our Statewide experience in roadway design.

Drainage Design

Molzen Corbin has worked with entities ranging from the New Mexico Department of Transportation (NMDOT) to the U.S. Army Corps of Engineers, Albuquerque Metropolitan Area Flood Control Authority, and municipalities across the State in addressing drainage projects, including in the City of Las Cruces. Our project experience includes drainage master plans, new drainage systems, flood control structures, and extensions to existing systems in conjunction with road design and site development projects (see Figure 3).

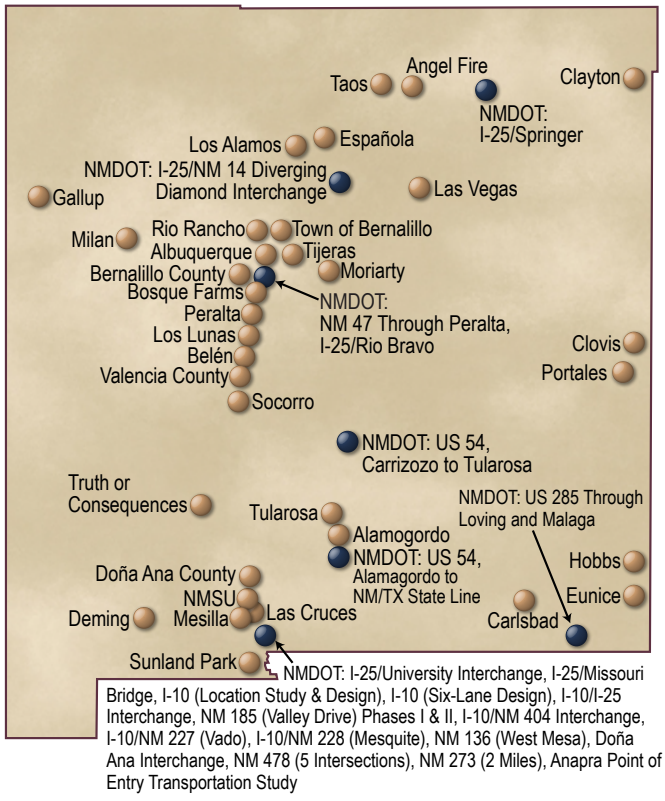


Figure 2. Molzen Corbin's statewide experience in the design of transportation facilities.

Sitework

Molzen Corbin's Civil Engineering Division is experienced in site development plans for new or renovated buildings or structures. Our team prepares drainage and grading plans, utility layout plans, and stormwater pollution prevention plans for government and commercial facilities. These site plans are developed with sensitivity to the surrounding environment to match the character of the area in which they are located. Earthwork is minimized based on

Project Highlight: I-25/University Interchange, NMDOT

Molzen Corbin recently completed the I-25/ University Interchange Project. This NMDOT-led project was a collaborative effort between the NMDOT, City of Las Cruces, and NMSU to ease traffic congestion along I-25 and University Avenue and to improve multi-modal access and safety through and around this high-volume intersection. This project included a direct connection from I-25 to the NMSU campus via a new bridge on University Avenue that allows the interstate off-ramp and Triviz Avenue to pass under University Avenue. Also included were two new roundabouts that are specially designed for all modes of transportation from large semi-trucks to pedestrians. The City of Las Cruces also made a substantial investment in the project with new "gateway" landscaping, as well as water and gas utility improvements.

Highlights included virtual public meetings to increase public participation for this major reconstruction project, a bridge art committee to select showcase art for the bridges and retaining walls, an Envision Silver rating for sustainable infrastructure, and a focus on improving multi-modal access and safety for students by connecting to existing trails and parks within the community.

site conditions and balanced with the needs of the facility. Our site development plans have included sites as small as half-acre commercial lots to a 50-acre resort development.

Utility System Design

Molzen Corbin has designed thousands of miles of water, wastewater, reclaimed water, storm-water, and gas pipelines throughout our 64 year history. Our experience has included evaluation of existing pipelines, design of new pipelines, rehabilitation of existing pipelines, in-situ rehabilitation, alignment/routing studies, trenchless installation, and cathodic protection. Figure 4 below provides a snapshot of our experience with designing utility lines.

Architecture/Landscape Architecture

Molzen Corbin's in-house architectural division specializes in user-friendly architectural design for public entities. Our team's range of experi-

Figure 3. Molzen Corbin offers diverse, statewide project experience in drainage design.

Client / Drainage Experience	Hydrologic Analysis	Storm Sewer Systems	Open Channels	Detention Dams	Special Structures	Drainage Crossing Structures	Drainage Master Plan	Drainage Report/Studies	Drainage Development Reviews	Dam Safety
City of Las Cruces	●	●		●	●	●		●	●	
City of Belén	●	●	●	●	●	●	●	●	●	●
City of Albuquerque	●	●	●	●	●	●	●	●	●	●
Bernalillo County	●	●			●			●	●	
Town of Bernalillo	●	●	●		●	●	●	●	●	
City of Farmington	●						●	●		
Village of Los Lunas	●	●	●	●	●	●	●	●	●	●
NMDOT	●	●		●	●	●		●	●	
NMSU	●		●				●	●		
Sandoval County	●				●	●		●	●	
Village of Tijeras	●	●	●		●	●		●	●	

Project Highlight: Harrelson Street, City of Las Cruces

Molzen Corbin completed the survey (topographic and ROW) and roadway design for Harrelson Street, which servers as a collector street through a mix of land uses: manufacturing, residential, and historic. The project consisted of utility replacement, storm drain throughout the length of the project, and a complete urban road replacement section.

The existing condition of the road was poor with drainage issues from beginning at Conway to end at Union Avenue (NM373). Molzen Corbin worked with NMDOT to redesign the intersection at Union Avenue (an NMDOT roadway) with utilities, storm drain, and a new roadway section. Our challenge with the utility design was to replace the water, sewer, and gas connections to the side streets while keeping the existing utilities in service. This was done by paralleling the lines with minimum space and phasing the construction so that existing utilities could be abandoned upon completion. Utility services was transferred once the new utilities were completed.

The storm drain system also needed to be situated within the utilities so that a separation could be accommodated. The storm drain system consisted of curb drop inlets, connection pipes, trunk lines, and a retention pond. Molzen Corbin worked with the City's Public Works and Utility Departments to evaluate spacing between the facilities that everyone could agree on. The existing pond on the south side of the project was undersized, and we designed it for additional capacity for the storm runoff from Harrelson Street and its surroundings.

The roadway design consisted of sidewalks, curb/gutter, asphalt roadway section, concrete driveway pads, and revisions to the area lighting system. The vertical roadway profile was designed to have peaks and valleys to collect water while taking precautions so that the hydraulic profile did not exceed the top of the curb at the low points. This is important as anything above that could potentially flood the adjacent buildings.

The street light spacing needed to meet a mix use of residential, historic, and commercial land use through the project. Molzen Corbin utilized the existing street electrical circuit and re-used the existing mast-arm street lights, as well as the existing ornamental lights along Union Avenue, for cost savings. The project was successfully completed on time and within the budget.

Figure 4. Molzen Corbin has designed miles of utility and water transmission lines across the State.

Type	Project/Client	Pipeline
Water	Mountain Park Number 1 to Mountain Park Number 2 Water Line Extension, EPWater	2,600 Linear Feet (LF) of 24-inch transmission line; 1,440 LF of 12-inch service line; 2,410 LF PVC service line
	Double Eagle Water System Improvements, City of Carlsbad, NM	Phase I–II: 211,200 LF of 16-inch and 24-inch waterline Phase III: 21,160 LF of 24-inch waterline; 9,650 LF of 16-inch waterline; 630 LF of 12-inch waterline
	Water System, Spaceport America	63,360 LF of 24-inch and 16-inch waterline
Wastewater	Sonic Lift Station, AWSD, NM	3,500 LF of 21-inch sewer line; 6,500 LF of 12-inch forcemain
	Valley Drive, City of Las Cruces, NM	3,450 LF of 8- to 15-inch sewer line
	Sewer Interceptor, Village of Los Lunas, NM	Phase I: 9,000 LF of 8- to 30-inch sewer line Phase II: 25,000 LF of 8- to 24-inch sewer line
Storm	Valley Drive, City of Las Cruces, NM	7,800 LF of 18- to 72-inch storm drain line
	Harrelson Street, City of Las Cruces, NM	1,200 LF of 18- to 24-inch storm drain line
Gas	Gas System Improvements, Phase I, City of Deming	19.8 miles, 2-inch poly gas main and 8.4 miles, 4-inch poly gas main with services
	North Valley Drive, Las Cruces/NMDOT	1.49 miles MDPE gas line with services

ence includes the planning and design of diverse public works facilities and municipal buildings, from well houses and booster pump stations to Town Halls, public safety complexes and public parks.

Molzen Corbin has produced landscape designs and site plans for buildings, public spaces, roadways, parks and recreational areas, and other facilities. Our park designs have included gymnasiums; athletic fields; courts for pickleball, tennis, basketball, and volleyball; picnic areas and parking areas; trails; aquatic facilities; native, exotic, and specialized landscaping and irrigation; skate parks; and stormwater features (such as ponds, arroyos, and bridges).

Selected project examples further demonstrating the Molzen Corbin Team's experience and capabilities are provided in Section 3.

Molzen Corbin's Specialized Services

Molzen Corbin recognizes that project demands often go beyond technical tasks, and as such we offer a diverse portfolio of special services.

- **Master Planning:** Molzen Corbin has prepared numerous Master Plans for our municipal clients that included segments of the community that required special study or for improvements to the community as a whole. These Master Planning efforts have included Comprehensive Plans, Water Master Plans, Wastewater Master Plans, Stormwater Master Plans, and Transportation Plans.
- **Public Involvement:** Molzen Corbin typically schedules and conducts all of the public meetings to communicate project information, and attends City Council meetings.
- **Expert Witness Testimony:** Molzen Corbin has been a reliable expert witness for the City, and can continue that relationship in the future if called upon.
- **Bid Documents:** Molzen Corbin has designed public works projects for public entities, including plans and specifications developed in compliance with State and Federal regulations and procurement requirements, local procurement requirements, and industry standards.
- **Surveying:** Molzen Corbin's in-house surveying capabilities range from base mapping to detailed infrastructure surveys, performed by experienced surveyors using state-of-the-art Trimble R10 Integrated GNSS System. Our team has field experience with the finish techniques required by the City of Las Cruces.

- **Construction Observation:** Our in-house observers have been very effective in ensuring that our projects are constructed to the highest level of quality and conformance to the contract documents.

Management Structure and Approach

Molzen Corbin pioneered the use of on-call engineering and architectural agreements in the 1980s. Today, on-call clients remain at the heart of our business. We currently hold on-call contracts with 51 municipalities and counties, including with the City of Las Cruces. We are organized and staffed expressly to meet the day-to-day and long-term needs of public entities, providing rapid response and personalized service.

Day-to-Day Operation of the Contract

Molzen Corbin offers the operational agility and depth of staff needed to provide highly responsive services to the City of Las Cruces. Our proposed project manager, Mr. John Montoya, PE, PS, PTOE, is a Molzen Corbin Vice President with more than 30 years of project experience with the City. He is very knowledgeable with our on-call approach and procedures, as well as with City staff and processes. Following, we describe our management and operational approach.

- **Day-to-Day Technical Services and Small Task Order Work:** Mr. Montoya will serve as the City's primary point of contact. When the City needs day-to-day technical services or requests small task order work, you may call Mr. Montoya directly. He will either assist you himself or assign a lead engineer from the appropriate discipline to provide the needed service.
- **Large Projects:** For larger design projects Mr. Montoya will either serve as Project Manager or assign that role to an experienced engineer from the appropriate discipline. Once the project begins, the City may interface with either Mr. Montoya or the Project Manager. Project Managers will provide Mr. Montoya with regular updates on project schedules, budgets, status, and other issues.

Project Highlight: West Mesa Water System Improvements, City of Las Cruces

This was a four-phase project that included various water supply, transmission, and storage improvements:

- A high-capacity booster station consisting of three 1,000 gpm booster pumps
- Well No. 63 and Well No. 64 well house improvements, each with a capacity of 3,500 gallons per minute (gpm)
- Design of a 4.5-million-gallon reservoir, which involved unique foundation and site conditions to meet Bureau of Land Management (BLM) requirements
- Approximately 11,500 linear feet of 18" waterline that ties the booster station to the existing West Mesa Industrial Park
- Approximately 35,000 linear feet of 36" transmission line to connect the west side system to the City's east side Missouri system. This effort involved a crossing of the Rio Grande and numerous ditch, drain, and highway crossings.

Molzen Corbin took the lead in assisting the City with the Environmental Assessment; BLM permitting of easements for waterlines; International Boundary & Water Commission licensing of the river crossing; various other irrigation, highway, and county permits; and 12 private easements for the installation of various facilities. Our analysis also included preparing an alignment study of various route alternates for the water transmission line and an evaluation of various methods for crossing the Rio Grande.

Tasks to be Accomplished

Following are a few of the services we will provide to the City under this contract:

- Transportation facility design
- Storm drain design
- Utility design
- Site development (e.g., grading and drainage design)
- Studies and investigations
- Subsurface utility exploration
- Land surveying services
- Airport facility design
- Drainage studies, including FEMA flood studies
- Project management

- Construction inspection and administration
- Expert witness in a judicial and/or quasi-judicial setting

Services to be Provided Under Each Task

Scoping Meeting

When contacted by the City of Las Cruces, Molzen Corbin will form a scoping team consisting of staff from the City, Molzen Corbin, and subconsultants. The scoping meeting will provide all parties with the opportunity to discuss project parameters, ask questions, and work together to resolve challenges.

Molzen Corbin will carefully consider the input of the City's user group in identifying elements that will influence the scope, schedule, and budget of each project or task. To ensure that the City gets the most value for money spent, we will also address funding sources and look for opportunities to narrow the scope so that unnecessary tasks are eliminated. A project schedule with milestone dates will also be established at this meeting.

Such up-front project development will not only be used as the basis of the engineering agreement, it will serve as a guide in the execution of the task order.

Milestone Meetings

Mr. Montoya and key project team members will meet with the City at the conclusion of each task to update the City on project status, review technical information, answer questions, and solicit feedback from the City to ensure that the project is continuing on schedule and to the City's satisfaction. Examples of key milestone meetings for a roadway project are as follows:

- Drainage Plan Review
- Survey and Existing ROW Review
- Existing and Proposed Utility Review
- Roadway Alignments
- Roadway and Utility Profiles
- Lighting and Erosion Control
- Right-of-Way Acquisition (if needed)
- Technical Conflict Resolutions (utilities, ADA, drainage, driveways, etc.)
- Environmental Document Review

Project Highlight: NM 314 Pedestrian Improvements, Village of Los Lunas

Under our on-call contract with the Village of Los Lunas, Molzen Corbin assisted the Village with pedestrian improvements to NM 314 from Morris Road to Romeroville Drive. The purpose of this project was to beautify the corridor and promote alternate modes of transportation. Safety for bicyclists and pedestrians was the Village's primary concern, so Molzen Corbin designed a multiuse trail with lighting, landscaping, and fencing.

Major improvements included:

- Constructing a multiuse trail for pedestrian and bicycle traffic.
- Installing signing and striping to clearly indicate who the trail is intended for and how to navigate it safely.
- Planting Village-friendly landscaping to not only make the corridor beautiful, but aid drainage concerns by allowing for infiltration and mitigating erosion. The trees will grow to provide shade to the users of the trail and the overall palette is consistent with the accepted concepts of the Village.
- Lighting was also installed to promote safety along the corridor and the luminaires provide a design touch unique to the Village.
- Decorative fencing was constructed along the railroad to prevent conflicts between the trains and pedestrians. The fencing addition provided an element of safety immediately after construction, but it will also aid in creating a Railroad Quiet Zone in the future.

This corridor utilized several phases to construct the pedestrian improvements along NM 314. Construction for the first phase began in July 2018 and was completed in May 2019. It cost $2,448,047, of which $2,017,540 was funded by FHWA Small Urban Funds and Transportation Enhancements Fund. The second phase began construction in April 2020 and was completed in March 2021. It cost $2,894,135, of which $2,124,426 was funded by FHWA Small Urban Funds.

Final Design Review

Molzen Corbin will also hold design review and final design review meetings with the City to coordinate the final plan set for bidding and complete minor changes. All design elements will have already been reviewed during the milestone meetings, which should be the basis of the final design drawings.

Quality Control

To ensure that the City receives the highest possible quality on each project, Molzen Corbin will implement a peer review quality control plan, with oversight provided by Mr. Jerry Paz PE.

Molzen Corbin and our subconsultants will each conduct a quality review of the other firm's work for each project or task. Each review will consider completeness, accuracy, and whether the work is meeting the project goals.

This peer review process is essential to the development of the project and will be integrated into scheduled project team meetings. Frequent, thorough quality checks will enable the project team to identify and correct potential problems during the project, when they can be addressed in a cost-efficient manner.

Project Schedule

Molzen Corbin has sustained an excellent performance record for timely delivery of projects and control of costs. Figure 5 below provides examples of Molzen Corbin's cost and schedule performance on similar relevant projects. Our approach to controlling costs and meeting schedules is summarized below.

Cost Control During Design

- **Planning for the Project:** Starting with a detailed planning effort helps to define the scope of work for any project. Detailed planning and the corresponding coordination effort helps to ensure that the client and engineer are working toward the same goals. It is also much easier to make changes during a planning phase than during design. Finally, a well-thought-out plan results in a shorter design schedule and a corresponding project cost savings.
- **Control of Work Hours:** Molzen Corbin uses project management and cost accounting software to develop a design fee cost estimate, or budget, for each task based on manhours and rates. Our cost accounting system generates cost reports automatically every week. We use these to compare each task's manhours used to the manhours remaining in the budget and the estimated percent complete. This proactive approach allows us to identify deviations from the project plan early on and make appropriate adjustments to mitigate any impacts on the design costs.
- **Review of Percent-Complete Report:** Each month the project manager submits a percent-complete report for review by the appropriate department head. If the percentage of budget expended is greater than the percentage of completion (*e.g.*, a project is only 20% complete but 50% of the budget is expended) and the project scope has not changed, then the department head assigns more resources (without cost to the owner) to enable the project to achieve completion.
- **Proactive Communication:** Communication between the client and engineer throughout design is essential to cost control. We establish a budget early on and use milestone meetings to communicate design progress and estimated costs.

Schedule Control

Molzen Corbin has a fully staffed office in Las Cruces to serve communities and municipalities in southern New Mexico. This local office makes

Project/Client	Estimate	Close Out	Owner's Deadline	Completion Date
I-25/University Interchange, NMDOT	$38,000,000	$35,327,282	October 2021	October 2021
Valley Drive (Phase II), NMDOT	$22,973,000	$25,598,110	March 2020	April 2020
Bowman Avenue, Mesilla	$443,860	$428,297	November 2019	November 2019
Harrelson Street, Las Cruces	$786,402	$824,739	November 2018	November 2018

Figure 5. History of Past Performance

Molzen Corbin especially suited to respond to the City's needs in this contract. Molzen Corbin's success in delivering projects on time is due primarily to three important factors:

- **Detailed Project Schedule:** A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control:** Because Molzen Corbin is a New Mexico company and is locally owned and operated, project control is established effectively and efficiently. The local control allows dedication of all resources needed to meet critical deadlines while providing the agility needed for unanticipated changes.
- **Team Experience:** Our team has been working together on similar projects for many years. This experience translates to effective and efficient production of design documents.

Sample Project Schedule

Figure 6 shows a sample work schedule with project milestones. Molzen Corbin utilizes Microsoft Project, Primavera, and SureTrack scheduling programs to manage the work flow and meet project deliverables.

ID	Task Name	2024						2025												2026	
			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Nov	Dec	Jan	Feb
	Design																			
1	Kick-off Meeting																			
2	Survey																			
3	30% Design																			
3	Public Meeting #1																			
4	60% Design																			
5	Certifications																			
6	90% Design																			
7	PS&E Design																			
8	Public Meeting #2																			
9	NMDOT Approval																			
	Bid Phase																			
1	Pre Bid Meeting																			
2	Bid Opening																			
3	Recommendation of Award																			
	Construction Phase																			
1	Notice to Proceed																			
2	Construction Phase																			
3	Closeout																			

Figure 6. Molzen Corbin sample project schedule, including major phases and tasks.

Project Highlight: I-25/Missouri Bridge, NMDOT

The NMDOT had a very strict funding deadline for improvements to the I-25/Missouri Bridge and placed its confidence in Molzen Corbin to deliver the Phase 1A/1B Location Study, Phase 1C Environmental Study, Phase 1D Preliminary Design, and Phase 2 Final Design in less than 13 months. The I-25/Missouri Bridge project was awarded the top 2018 Engineering Excellence Award in the Transportation Category by the American Council of Engineering Companies (ACEC)/NM.

2. Qualifications and Competence of Team

Molzen Corbin has a solid track record for meeting project schedules, including condensed schedules. Our project experience, depth of staff, and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

As a multi-disciplinary firm, Molzen Corbin has the technical expertise and in-house staff to successfully complete the diverse range of tasks and services anticipated under this contract. Based on our extensive engineering and analysis experience, along with our depth of our staff and our familiarity with the City of Las Cruces, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

We have assembled a highly experienced project team to effectively execute this contract for the City of Las Cruces. An organizational chart illustrating our team members and their roles and responsibilities appears below (Figure 7). On the following pages, we provide résumés of our key project team members, including their experience, area of competence, and percent of time assigned to project.

Key Personnel

John Montoya, PE, PS, PTOE: Project Manager

NM PE #12423, NM PS #13057, PTOE #3426 | B.S. in Civil Engineering Technology, NMSU | Years of Experience: 39 | Time Assigned: 20%

Mr. Montoya is a Molzen Corbin Vice President whose 39 years of experience encompasses assignments as a design engineer, project manager, client manager, and company surveyor on public works projects across southern New Mexico. These projects have included traffic engineering, roadway design, major arterial design, multimodal transportation planning and design, site development, water and wastewater system design, drainage and grading design, and stormwater detention basin design. Mr. Montoya also has

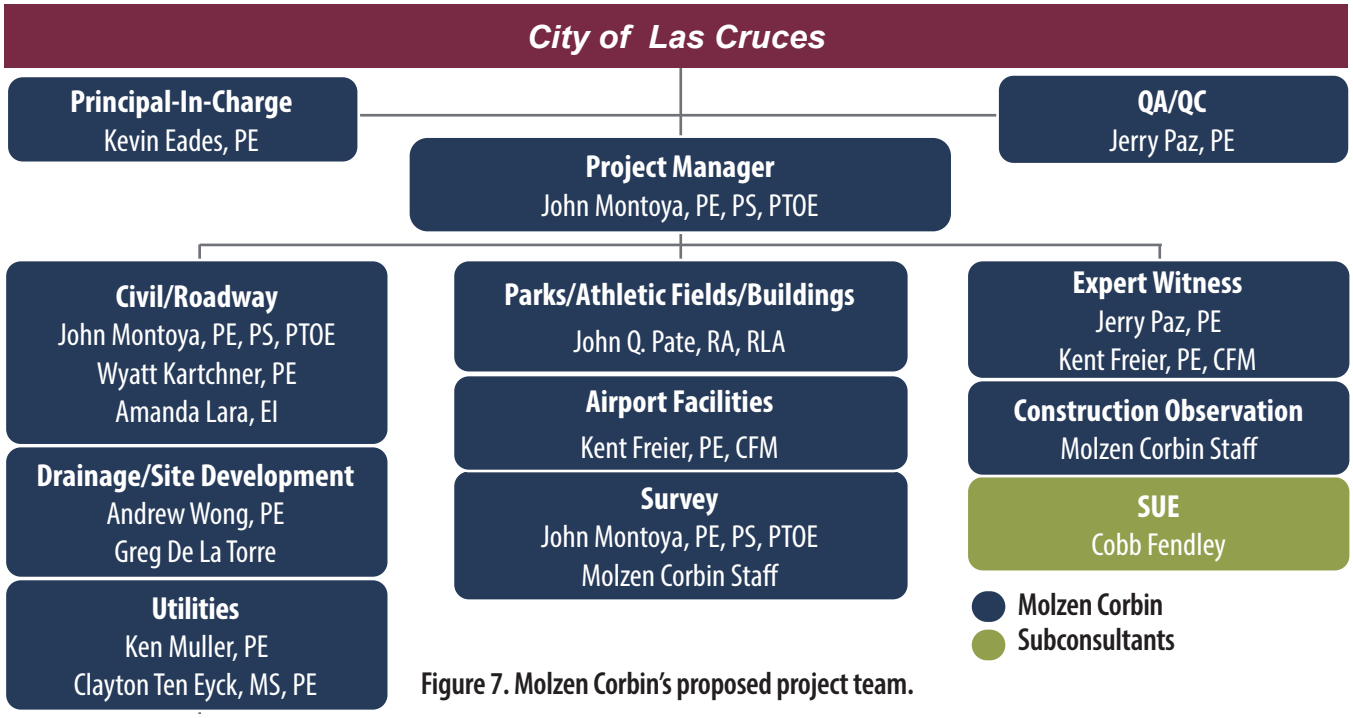


Figure 7. Molzen Corbin's proposed project team.

considerable experience in the field of surveying and is a registered professional surveyor.

Mr. Montoya's project experience with the City of Las Cruces has spanned several decades, and he currently serves as the project manager for our engineering on-call contracts with the City of Las Cruces. His project experience with the City includes Harrelson Drive, Reynolds Drive, 14th and 17th Streets, the West Hadley Avenue Reconstruction, and roadway design for the CD-9 and CD-12 Street Improvements. He has also provided parking lot design, airport design, street lighting design, signal design, fencing design, and storm sewer and site development, including drainage and grading design. Mr. Montoya also has considerable experience providing transportation design and engineering service for numerous NMDOT projects in the region, including I-25/University Interchange Improvements (Las Cruces), Arrowhead Interchange Study, and West Mesa Corridor Phase A/B Study.

Areas of Competence: Project Management, Traffic Engineering, Roadway Planning and Design, Multi-Modal Design, Surveying, Site Development, Water and Wastewater Design, Computer Network Analysis, and Master Planning

Kevin Eades, PE: Principal-in-Charge

NM PE #14481 | B.S., Civil Engineering, NMSU | Years of Experience: 29 | Time Assigned: 2%

Mr. Eades is Molzen Corbin's President and Chief Executive Officer with 29 years of professional project management, master planning, and design experience. He has strong project management and client-relations experience and is especially talented in working with clients on a one-to-one basis to ensure that their needs are met. In addition to project coordination and development, he has designed and managed drainage, water, sewer, traffic, and roadway improvement projects across the state. He has served as the Technical Services Manager for numerous on-call contracts, including Belen (27 years), NMDOT (27 years), and Los Lunas (27 years), covering tasks across all engineering disciplines.

Areas of Competence: Project Management, Contract Management, and Traffic Engineering.

Jerry B. Paz, PE: QA/QC

NM PE #10521 | B.S., Civil Engineering, New Mexico State University (NMSU) | Years of Experience: 40 | Time Assigned: 4%

Mr. Paz is Molzen Corbin's Chief Operations Officer and leads our Water Resources Department. He has 40 years of experience in the design and management of water-related projects, including development of water master plans and design of numerous transmission, storage, and distribution improvements for communities across New Mexico. In addition, he has extensive experience as engineer-in-charge of large regional wastewater system design and improvements, and in performing quality control reviews of small to large regional wastewater and water resources system projects for planning, design, and construction of improvements. Most recently, he has been responsible for the planning and design of over $900 million in infrastructure improvements in New Mexico and Texas.

Areas of Competence: Quality Control and Document Review, Roadway Design, Water and Wastewater Design, and Expert Witness

Wyatt Kartchner, PE: Civil/Roadway

NM PE #20843 | Education: B.S. in Civil Engineering, NMSU | Years of Experience: 16 | Time Assigned: 15%

Mr. Kartchner is a Molzen Corbin Vice President and Principal Engineer with more than 16 years of experience. He has successfully managed numerous multi-million-dollar roadway, water, wastewater, and drainage projects and studies throughout the State. He specializes in transportation projects, including roadway and interchange design, drainage analysis and design, and utility planning and design. He served as project manager and lead engineer on the NMDOT I-25/University Interchange Project at the NMSU campus. His

experience with the City of Las Cruces includes the Sandhill Arroyo LOMR and Jacob A Hands WWTP Screw Pump Conversion.

Relevant Experience: I-25/University Project, NMDOT; I-25/Missouri Avenue Bridge Replacement Roadway Design, NMDOT; Valley Drive, NMDOT; I-10 Six-Lane Project, NMDOT; and I-10/I-25 Interchange, NMDOT.

Areas of Competence: Roadway Design, Drainage, Utility Planning and Design, Master Planning, and Community Involvement

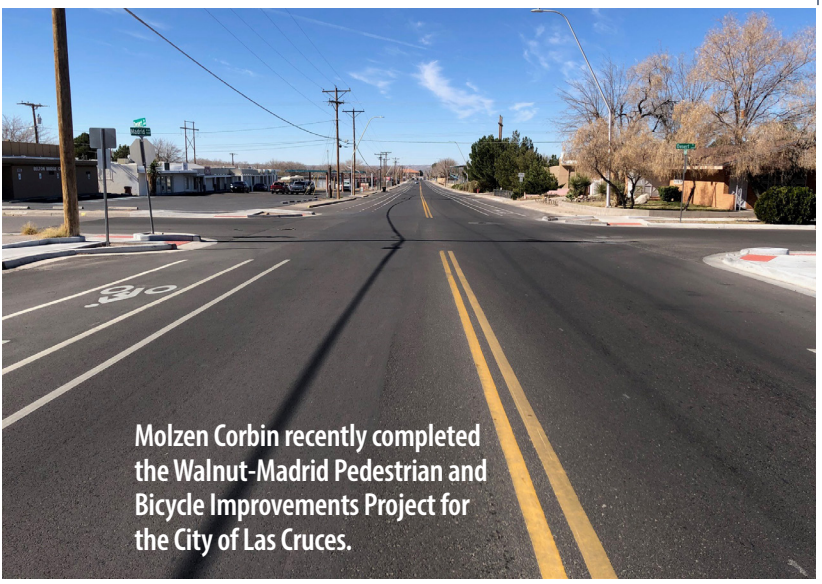
Amanda Lara, EI: Civil/Roadway

B.S., Civil Engineering, NMSU | Years of Experience: 5 | Time Assigned: 20%

Ms. Lara is an engineering intern with 5 years of professional experience with Molzen Corbin. Since joining Molzen Corbin, she has assisted in the design of numerous roadway, water, and wastewater projects. While pursuing her Civil Engineering degree at NMSU, she worked as an Engineering Coop for the City of Las Cruces Utilities Department. She assisted the Utilities Department with project management documentation, reports, and correspondence. She is proficient in AutoCAD and Civil 3D.

Relevant Experience: Bowman Street Reconstruction and Water Line Improvements, City of Las Cruces; Mesilla Calle del Norte and La Llorona Trail Project, City of Las Cruces; Calle de Parian Reconstruction Project, Town of Mesilla; Mesilla Roadway Improvements, Town of Mesilla; and I-25/University Interchange, NMDOT.

Areas of Competence: Construction Management, Roadway Design, Utility Design and Coordination, and Computer Network Analysis



Molzen Corbin recently completed the Walnut-Madrid Pedestrian and Bicycle Improvements Project for the City of Las Cruces.

Andrew Wong, PE: Drainage/Site Development

NM PE #25643 | B.S., Civil Engineering, NMSU | Years of Experience: 9 | Time Assigned: 20%

Mr. Wong is a professional engineer with 9 years of experience. He is a vital member of Molzen Corbin's Transportation Team supporting several key NMDOT projects from the Las Cruces Office, including the I-25/University Interchange and US 285 projects. Mr. Wong also has direct experience in the areas of hydrologic analysis, hydraulic analysis, scour analysis, traffic capacity, traffic safety, water distribution systems, and wastewater collection systems. He most recently provided drainage design services for the NMDOT's I-25/Williamsburg Interchange Improvements Project.

Relevant Experience: Arrowhead Interchange Study, NMDOT; West Mesa Corridor Phase A/B Study, NMDOT; and US 285 Roadway, NMDOT.

Areas of Competence: Drainage, Roadway, and Utility Design

Greg De La Torre: Drainage/Site Development

NM PE #25643 | A.A.S., Computer-Aided Design, NMSU | Years of Experience: 27 | Time Assigned: 20%

Mr. De La Torre has 28 years of experience working with AutoCAD software, Civil 3D, Plant 3D, Infraworks, Inroads and MicroStation, Sketchup, Google Earth, and ArcGis Desktop. He is very familiar with NMDOT Design Standards. He has worked on numerous O&M manuals for wastewater treatment facilities. His roadway experience within the City includes the Lohman Avenue Reconstruction, Reynolds Drive Reconstruction, and Harrelson Street Reconstruction.

Relevant Experience: Valley Drive, NMDOT; Mesilla Plaza Improvements, Town of Mesilla; and Calle Principal Reconstruction, Town of Mesilla.

Areas of Competence: Drainage, Roadway, and Stormwater Design

Ken Muller, PE: Utilities

NM PE #12548 | B.S., Civil Engineering, California Polytechnic Institute | Years of Experience: 53 | Time Assigned: 15%

Mr. Muller has 53 years of experience planning and designing water and wastewater facilities from small to large. His water projects include designing raw and finished water transmission lines, pressure-reducing stations, booster pump stations, storage, and systems to remove organics; and writing water system preliminary engineering reports (PERs). Mr. Muller also performs in-house quality control reviews of many Water Resources pre-final contract documents, as well as maintains Molzen Corbin's standard Water Resources specifications.

Relevant Experience: 4,000,000-Gallon Finished Water Tank for Buckman WTP, City of Santa Fe; Canoncito-Eldorado Finished Water Transmission, Pumping, and Storage, Santa Fe County; Hondo 2 Pump Station Fire Storage Tank, Santa Fe County; and Raw Water Transmission, Double Eagle Waterline, City of Carlsbad.

Areas of Competence: Water Treatment, Wastewater Treatment, and Value Engineering

Clayton Ten Eyck, PE: Utilities

NM PE #18866 | M.S., Environmental Engineering, Utah University, B.S., Civil Engineering, Northern Arizona University | Years of Experience: 19 | Time Assigned: 15%

Mr. Ten Eyck, MS, PE, has 18 years of experience in water and wastewater engineering, including designing wastewater treatment, collection, and effluent reuse improvements for several municipalities, tribes, utilities, and water and sanitation associations. At Molzen Corbin, Mr. Ten Eyck has managed several multi-discipline water and wastewater treatment plant projects.

Relevant Experience: Primary Digester No. 1 Hot Water Leak Repair, City of Las Cruces; Jacob Hands WWTF Roughing Filter Improvements, City of Las Cruces; Reverse Osmosis Water Treatment System, AWSD; Wells No. 1 and No. 4 and Water System Improvements, AWSD; and NM 314 Sewer System, City of Belén.

Areas of Competence: Water Treatment, Wastewater Treatment, and Municipal Infrastructure

John Pate, RA, RLA: Parks/Athletic Fields/Buildings

NM RA #1784, NM RLA #87 | B.A., Architecture, UNM | Years of Experience: 48 | Time Assigned: 10%

Mr. Pate has 48 years of experience in master planning and designing architectural and landscape projects. As a project manager, Mr. Pate's experience with diverse construction methods and materials enables him to provide meaningful direction to multi-disciplined teams. His approach to design balances function and aesthetics with a focus on cost savings, labor-saving building techniques, and the efficient use of materials. Due to his decades of experience working with municipal, State, and Federal clients, Mr. Pate has a strong sensitivity for producing projects within inflexible budget and time constraints. His project experience includes architectural design support for wastewater treatment facilities, lift stations, well houses, booster stations, and tanks; recreational facilities; municipal buildings and parks. He recently completed the landscape architecture for the I-25/University Interchange. As a landscape architect, Mr. Pate has worked extensively in all facets of site, neighborhood, and park development and landscape design.

Relevant Experience: Community Center, Phase I–III, Town of Mesilla; Mesilla Plaza Kiosko, Town of Mesilla; and Memorial Stadium Presidential Skybox, NMSU.

Areas of Competence: Architecture, Landscape Architecture, and Parks and Recreation Facilities

Kent Freier, PE, CFM: Airport Facilities/ Expert Witness

NM PE #8182 | B.S., Civil Engineering, Texas Tech University | Years of Experience: 46 | Time Assigned: 15%

Mr. Freier has more than 46 years of experience. Formerly the manager of our Las Cruces branch office, he has a strong familiarity with the City of Las Cruces and the City's design issues. His project experience includes the management, planning, and design of civil engineering projects, including site grading and drainage, utilities, roadways, park facilities, and subdivisions. Mr. Freier's major road and highway experience ranges from traffic studies, arterial roadways, rural highways, and utilities to completing traffic control plans and roadway alignment studies. Further, he has more than 35 years of airport design experience and is one of the recognized leaders in airport engineering in New Mexico.

Relevant Experience: Terminal Apron Reconstruction, Las Cruces International Airport (LRU); Drainage Master Plan, LRU; Runway 4-22 Reconstruction, LRU; Archuleta Road/Hadley Avenue Roadway Improvements, City of Las Cruces; and Picacho Avenue/Spruce Avenue Realignment, City of Las Cruces.

Areas of Competence: Traffic Impact Studies and Traffic Modeling and Expert Witness

Principal Officer

Mr. Kevin Eades, PE (NM PE #14481), President and Chief Executive Officer, is the principal member/officer of the firm who will be responsible for administration of this contract.

2701 Miles Road SE
Albuquerque, New Mexico 87106
(505) 242-5700/FAX (505) 242-0673
keades@molzencorbin.com

Subconsultants

Our full list of proposed subconsultants is provided in Figure 8 (below).

Work Performance Location

Molzen Corbin has maintained an office in Las Cruces for nearly 40 years. We offer full-service capabilities that have proven to be highly responsive to the City. At the same time, we are able to draw on our Albuquerque office for additional depth of staff when required.

Mr. Montoya, PE, will manage this project from Molzen Corbin's Las Cruces office at 1155 Commerce Drive, Suite F. Based on our past performance on similar projects, we estimate that 90% of the work for the City on this project will be completed in our Las Cruces office, with the remaining 10% completed in our Albuquerque office at 2701 Miles Road, SE.

Professional Responsible for Work

As Project Manager, Mr. John Montoya, PE (NM PE #12423), Vice President, is the principal member/officer of the firm who will also be in direct responsible charge of the work.

1155 Commerce Drive, Suite F
Las Cruces, New Mexico 88011
(575) 522-0049/FAX (575) 522-7884
jmontoya@molzencorbin.com

Figure 8. Molzen Corbin has cultivated decades long relationships with our trusted subconsultants.

Team/Responsibility	Experience & Areas of Competence
Cobb, Fendley & Associates: Subsurface Utility Engineering 5541 Midway Park Place NE, Albuquerque, NM 87109, (505) 508-0786 Contact: Freddie Jaramillo Typical Percent of Time: 5%	Cobb Fendley is a multi-disciplined firm providing SUE, Utility Coordination and Design, Surveying and Mapping, Right-of-Way Acquisition, and Telecommunications Services. Mr. Jaramillo has 11 years of experience in locating utilities. He has worked on projects using as-builts, utility records, and visible features to designate utilities using various locating equipment, such as an RD-8100, GPR, Metrotech 810, and a GEO mapper. **Project Experience:** Browns Farm, City of Las Cruces; University Drive, City of Las Cruces; Veterans Park, City of Las Cruces; and Cortez Drive, City of Las Cruces.

3. Performance of the Firm with Previous Clients

Valley Drive (Las Cruces), NMDOT

Constructed in the 1950s, Valley Drive (NM 188) is one of the major north/south corridors through the City of Las Cruces. As the City has urbanized over the past 25 years, Valley Drive has seen its importance to the community grow as well, including its designation as a major bicycle route in the region. However, the existing roadway was largely rural and dated, requiring capacity, access management, drainage, and utility improvements. Many current design standards were not being met, particularly with regard to bicycle and pedestrian access and safety. Compounding these issues was the fact that this section of Valley Drive was home to more than 70 businesses, making public awareness, participation, and coordination the chief challenge to successful project completion.

The Molzen Corbin project team successfully addressed project challenges and transformed Valley Drive into a modern urban corridor in the heart of the City of Las Cruces that will make traveling safer and more efficient for decades to come.

Unique aspects of this project include:

- **Multi-Modal Improvements:** Buffered bicycle lanes and sidewalks were added to the redesigned roadway, as well as the City's first "Bike Box." Access control and traffic calming measures were also incorporated to promote multi-modal use and improve safety. The entire Valley Drive corridor was finished with landscaping and irrigation.
- **Utility Upgrades:** Transforming the rural roadway into a modern corridor meant designing a completely new storm drain system that included the capacity for future expansion. In addition, water, sanitary sewer, and gas systems were all replaced.
- **Unique Public Involvement/Awareness Campaign:** With more than 70 businesses along this corridor, Molzen Corbin took a unique approach to increase public awareness by implementing virtual public meetings. In addition to providing for in-person attendance, meetings were streamed live on social media and broadcast to a local television channel, allowing for increased public awareness and input.

Contact: Mr. Arthur Romero, PE, Project Development Engineer, (575) 202-3340

Bowman Avenue, Town of Mesilla

Bowman Avenue servers as a collector street through a mix of land uses: farming and residential. Molzen Corbin was contracted by the Town of Mesilla to complete the survey (topographic and ROW) and roadway design, including a complete roadway replacement through the area. Upon coordinating with local entities, Molzen Corbin was contracted by the City of Las Cruces to design a replacement waterline, which was beneath Bowman Avenue to be bid with the roadway bidding documents.

The existing condition of the road was poor with drainage issues from beginning to end. The project began at University Avenue (NM 101) and terminated at Manso Avenue.

The waterline was designed parallel to the existing asbestos cement pipe with connection to the side streets, while keeping the existing utilities in service.

Valley Drive, Las Cruces

The waterline was designed and phased so that the sections of the waterline could be connected late at night, limiting the disturbance to water service.

The roadway design consisted of a rural asphalt roadway section including driveway pads that matched the existing driveway material. The vertical roadway profile was designed to be elevated in areas adjacent to the farmland to preserve the roadway from the farmland irrigation. Our design also consisted of linear ponds throughout to accommodate roadway drainage. Bidding documents allowed for additive alternates to be incorporated within the bidding documents maximizing the use of the available funding.

Bowman Avenue

The original design preserved the existing irrigation culvert on the north end of the project, but during construction it was obvious that the culvert was failing. The Town of Mesilla opted to replace the culvert to avoid any issues in the future.

Molzen Corbin provided a design for the culvert including headwalls and connection to existing ends, which was coordinated with Elephant Butte Irrigation District and the contractor. Molzen Corbin provided limited construction phase service to assist the Town of Mesilla in coordinating with the contractor, City of Las Cruces, and the funding agency. The project has been completed pending the final change order, which will be issued to balance the bid items. The project was successfully completed on time and within the budget.

Contact: Mr. Rod McGillivray (Former Public Works Director for the Town of Mesilla), Construction Project Manager, Spaceport America, (575) 267-8531, (575) 640-1988 (Cell)

Waterline Extension and Rio Grande Crossing, AWSD

Molzen Corbin completed the Waterline Extension Project for the Anthony Water and Sanitation District (AWSD) in March 2019 to provide potable water for an area of Doña Ana County that was being served by both an aging, inadequate water system and wells that had gone dry. Many residents had resorted to hauling potable water to their homes. The challenge in bringing water to this area of the county was crossing the Rio Grande River.

The Molzen Corbin team installed nearly 2.5 miles of PVC waterline for this project: 9,480 linear feet of 14-inch waterline and 1,180 linear feet of 6-inch waterline. To cross under the river, the team employed a horizontal directional drill of approximately 895 linear feet of fusible PVC waterline. Ultimately, the water service was extended to not only Gadsden High School, but to 30 residential customers and included five hydrants and connections for future growth.

Contact: Mr. Jose Terrones, Public Works Director, (575) 882-3922, (915) 630-5291 (Cell)

Waterline Extension and Rio Grande Crossing, AWSD

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
MOLZEN CORBIN

1155 Commerce Drive, Suite F

Las Cruces, NM 88011

K. W. E

Authorized Signature
Kevin W. Eades, PE

Typed or Printed Name
President and CEO

Title
keades@molzencorbin.com

Email Address

Telephone number (575) 522-0049 Fax number (575) 522-7884

NM Tax & Revenue Dept. CRS # 01305771005

Current NM Secretary of State Business ID # 0493510 (corporations only)

Current CLC Business Registration # 00363-24 (respondents located in Las Cruces only)

Federal I.D. number 850166212 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MOLZEN-CORBIN & ASSOCIATES, INC.**

DBA: **MOLZEN-CORBIN & ASSOCIATES, INC.**
2701 MILES RD SE STE 200
ALBUQUERQUE, NM 87106-3228

Expires: **16-Nov-2026**

Certificate Number:

L0668850800

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2025 - 1

Type
Business Registration License - PROFESSIONAL SERVICE

Number
00363-24

Issue Date
02/21/2024

Expires
1/30/2025

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Molzen Corbin & Associates

1155 COMMERCE Dr
STE F
NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Molzen Corbin and Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MOLZEN CORBIN AND ASSOCIATES	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "I"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Miller Engineers, Inc. dba Souder, Miller & Associates, of 3500 Sedona Hills Parkway, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Miller Engineers, Inc. dba Souder, Miller & Associates 3500 Sedona Hills Parkway Las Cruces, NM 88011 ATTENTION: Paul J. Pompeo

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MILLER ENGINEERS, INC. DBA
SOUDER, MILLER & ASSOCIATES

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Miller Engineers, Inc. d/b/a Souder, Miller & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 240
2	Project Engineer/Project Manager	$ 210
3	Senior Engineer	$ 190
4	Design Engineer	$ 150
5	Engineer Intern	$ 120
6	Engineering Technician	$ 110
7	Drafting Technician	$ 120
8	Survey Crew**	$ 205
9	Construction Inspector/Observer	$ 120
10	Administrative/Clerical	$ 100
11	Field Testing and Investigations	$ 160
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.05
16	Color Copies (per copy)	$ 0.10
17	Prints 24x36 (per sheet)	$ 3.75
18	Mylars 24x36 (per sheet)	$ 7.00
19	Photo Quality Plots (per plot)	$ 10.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Civil Engineering Services

City of Las Cruces

RFP No. 23-24-050 | February 27, 2024 - 4:00 PM

Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
Stronger Communities by Design®
www.soudermiller.com

Souder, Miller & Associates ♦ 3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011
(575) 647-0799 ♦ (800) 647-0799 ♦ fax (575) 647-0680

February 27, 2024 #9332210

City of Las Cruces
Attn: Purchasing Department/Bid Clerk
700 N. Main Street
Las Cruces, NM 88001

RE: SUBMITTAL OF PROPOSAL FOR CITY OF LAS CRUCES, "CIVIL ENGINEERING SERVICES", RFP NO. 23-24-050

Dear Members of the Selection Committee:

The following proposal is in response to the City of Las Cruces RFP No. 23-24-050 entitled "Civil Engineering Services." Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) has prepared this response in strict accordance with the written RFP issued by the City. SMA has received Addenda Nos. 1 & 2.

SMA has reviewed the RFP and is familiar with the City's policies, procedures, and conditions, ***having provided consulting services on numerous projects for the City using local staff for more than 29 years. SMA has provided on-call and standalone consulting services directly to the City on current and past contracts, and as a subconsultant to other firms for City projects. These include recent and ongoing projects, such as the NASA Road High Pressure Gas Line Replacement Project, the Zone 1 Interconnect Phase B Project 2, the Telshor and Lohman Storm Drain Repair Project, and the RoadRUNNER Transit Operations & Maintenance Facility.***

SMA has over 175 employees ***(more than 45 based in Las Cruces)***, including more than 35 registered professional engineers ***(seven in Las Cruces)***, registered professional surveyors and geologists, construction observers, and certified water and wastewater system operators ***in-house*** and has completed hundreds of infrastructure improvements projects, many of these with time limited completion schedules to meet funding deadlines. ***Several of SMA's project team members have developed a close working relationship with City staff members, based on clear communication and attention to the City's needs and wishes.*** Our proposed project team is prepared to move forward immediately when given notice to proceed.

Our local Las Cruces office, where all project management and field work will be performed for the City's projects, has served southern New Mexico for nearly 30 years, providing a stable and dependable foundation on which our valued clients can rely. This stability and continuity have allowed SMA to provide the highest-quality services to successfully complete each project while meeting and exceeding our clients' expectations. Our data gathering and design process focuses on client involvement, allowing the attention to detail afforded by a small firm and the depth of experience and resources of a large firm. We also have very good channels of communication with the different agencies of the State of New Mexico and Doña Ana County, which will prove instrumental for timely completion of projects under this contract.

On behalf of the entire SMA project team, we look forward to continuing our valued relationship with the City of Las Cruces and appreciate your consideration of our proposal. If you have any questions about this proposal or would like to meet at your convenience to discuss this project, please feel free to contact the undersigned via the email or phone number provided below.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

Paul Pompeo, P.E.
Vice President /General Civil Technical Sector Director
575.449.2836
paul.pompeo@soudermiller.com

Table of Contents

Technical Proposal

1. Technical Approach 1
2. Qualifications/Competence 2
3. Performance of the Firm 7
4. Manage Structure and Approach to Project 9
5. Performance with Previous Clients 13

Attachments

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

1. Technical Approach

Company Introduction

Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) appreciates this opportunity to propose to the City of Las Cruces (City) to provide Civil Engineering Services as described in the City's RFP No. 23-24-050. ***The SMA project team is structured to provide the City with the highest quality services using experienced professionals all coordinated from SMA's nearby Las Cruces office with more than 45 local staff members.***

SMA is an incorporated, New Mexico-based, employee-owned engineering, environmental and surveying consulting firm serving clients throughout New Mexico and the entire Mountain West region. Our project team emphasizes close working relationships and frequent interaction, allowing us to provide the highest quality product tailored to our client's needs while closely managing project costs and timelines.

The SMA Las Cruces office was established in 1995 to serve southern New Mexico. Since then, this office has grown to more than 45 employees, making it one of the largest engineering/ environmental consulting offices in southern New Mexico.

With more than 1175 employees, SMA offers comprehensive professional services including planning facilitation, asset management, preliminary and final project design (including any necessary environmental support, surveying, and right-of-way acquisition), regulatory plan reviews, bid administration, permitting, construction administration, construction observation, and support services, including grant administration and funding applications.

SMA has successfully completed similar on-call and standalone civil engineering design work with numerous municipal clients on projects throughout the state, including the City of Las Cruces. Our project team members are well-versed in the requirements of various regulatory agencies anticipated to be involved, including the City of Las Cruces, Doña Ana County, and the different agencies of the State of New Mexico.

SMA will provide all project management; engineering planning, analysis, and design; environmental documentation; expert witness services; and construction observation services in-house. In order to provide the highest quality services and technical diversity to the City of Las Cruces, SMA has enhanced its project team with CobbFendley for Subsurface Utility Engineering (SUE) services, Bath Group, Inc. (Bath) for supplemental computer network analysis, DCE Environmental, Inc. (DCE) for supplemental environmental investigation services, and Delta Airport Consultants, Inc. (Delta) for airport facility design. SMA has regularly teamed with each of these firms on several projects over the past 25+ years to complement each firm's strengths.

Technical Approach for Work to be Performed

While there are no specific projects listed in the City of Las Cruces RFP, SMA understands the City's ongoing needs for infrastructure improvements within each of the listed services by virtue of prior City-assigned projects. SMA has reviewed the RFP, and our project team members have met with City staff to discuss the current and long-term needs of the community. The following information outlines SMA's approach to each project.

While SMA has a successful project completion track record, we strive for continuous improvement. As part of that effort, SMA's project manager prepares a Project Management Plan (PMP) to guide the project execution and control and to document the team's approach to communicating with the client and managing risk. To ensure a solid company performance on the project, weekly operations meetings provide project managers the opportunity to present information to senior staff regarding project performance; scope; client needs; and resource availability. In addition, project managers schedule periodic meetings with each of the task managers to verify that assignments are being completed on schedule. Ultimately, the project manager communicates the progress of the project to the client and stakeholders.

Project Kick-off Meeting
For each new task order, SMA conducts internal kick-off meetings to coordinate and begin work on project-specific processes. The purpose of the kick-off meeting is to define the following:

Project-specific goals	Schedule of client progress reports and design reviews	Major design milestones
Schedule of internal design reviews to meet milestones	Timelines and budgets	Critical path issues that will control the schedule

Coordination and Status Review Meetings
The SMA team believes that regular communication and feedback are critical for success. During the contract period, SMA conducts regular meetings with and provides written updates to the City regarding the progress of the project. Whether formal or informal, SMA reviews the work product, cost estimates and project schedule with the City to ensure that the project goals are being met. Finally, SMA keeps in regular contact with regulatory and funding agencies, as well as contractors and sub-contractors. Working closely with the City to incorporate feedback and ideas enhances the quality of work.

Quality Assurance/Quality Control (QA/QC)
SMA places a high value on producing quality products, which we accomplish by following our QA/QC program that focuses on staff training and management involvement to ensure that all technical, scheduling, and budgetary requirements are met. Each project is initiated with a startup meeting where responsibilities for all staff members involved are clearly defined. During the life of the project, regular progress review meetings are conducted between all project staff to maintain the designated schedule, highlight any changes in scope, and identify and correct any delays or problems. A key value provided by SMA is data and report validation, which we accomplish through independent review of final reports by senior and project level staff other than the author.

2. Qualifications/Competence

SMA has identified a specialized planning and design team that includes several local professional engineers to work with the City. While all of the company resources, including more than 35 New Mexico registered professional engineers statewide, are at the disposal of the City, the table on the following page outlines the primary responsibilities of key members, ***all of whom have provided similar services for municipalities throughout southern New Mexico, including current and past projects for the City of Las Cruces.*** Resumes for primary Senior team members in charge of direct project management follow the table.

Service	SMA Key Personnel or Subconsultant	Location
Storm Drain Design	Paul Pompeo, P.E.	Las Cruces
Utility Design	Marty Howell, P.E. Paul Pompeo, P.E.	Las Cruces Las Cruces
Site Development	Paul Pompeo, P.E.	Las Cruces
Transportation Facility Design	Matt Nighbert, P.E.	Albuquerque
Environmental Investigation	Niki Harings, Ph.D. DCE *(Subconsultant as needed)*	Las Cruces Albuquerque
Subsurface Utility Exploration	CobbFendley *(Subconsultant as needed)*	Las Cruces
Construction Contract Administration	Michael Johnson, P.E.	Las Cruces
Airport Facility Design	Delta *(Subconsultant as needed)*	Albuquerque
Surveying	Darryl Coster, P.S. Lance Foster, S.I.	Las Cruces Las Cruces

Service		SMA Key Personnel or Subconsultant	Location
Drainage Reports / FEMA Flood Studies		Paul Pompeo, P.E.	Las Cruces
Expert Witness Services		All Task Leads as applicable	TBD
Project Management		All Task Leads as applicable	TBD
Construction Inspection		Richard Bustos	Las Cruces
Computer Network Analysis	Water	Robert Storey, P.E.	Las Cruces
	Wastewater	Robert Storey, P.E.	Las Cruces
	Gas	Bath *(Subconsultant as needed)*	El Paso, TX

Key Personnel - Experience and Expertise

The following bios outline the experience, professional designations, areas of special expertise and areas of competence for each of SMA's key team members. Our Project Manager and primary Task Leads are based in (and residents of) Las Cruces ***and collectively represent well over 200 years of specific engineering experience in Las Cruces.*** For space considerations, this listing only includes Senior level personnel in charge of management for the project services. Additional information on all listed staff, including full resumes, is available on request.

Percent of Time Assigned to the Project: Up to 20%

Paul J. Pompeo, P.E. | Principal-in-Charge / Task Lead - Storm Drain Design, Site Development, Drainage Reports/FEMA Flood Studies

B.S. - Civil Engineering
Professional Engineer - New Mexico (#11490)

Areas of Expertise and Competence

Storm Drainage, Utilities, Site Development, Drainage Reports/FEMA Flood Studies, Expert Witness, Project Management

Responsibilities and Experience

Mr. Pompeo has more than 30 years of experience as a Professional Civil Engineer with an emphasis in public works, residential, commercial, and industrial project design and development. His project experience includes total project oversight from the conceptual phases through final construction inspection. Designs have included grading plans, roadway plan & profile design, drainage plans, utility plans, geotechnical investigations, pavement design and project specifications. Following the design phase, Mr. Pompeo oversees the submittal of project documents to jurisdictional governmental agencies and private utility companies for review, approval and permitting.

Representative Past Projects

- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Las Cruces Smith Ave and La Fonda Ave ADA Upgrades
- City of Las Cruces Nevada Ave Green Infrastructure
- City of Las Cruces Parking Lot 7 & Restroom Building
- City of Las Cruces Telshor & Lohman Storm Drain Repair
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails
- City of Las Cruces Design-Build Parks and Sports Courts Rehabilitation
- City of Las Cruces Design-Build Recreational Trails
- Alamogordo-White Sands Regional Airport Neptune Hangar Apron Reconstruction Design
- Sonoma Ranch Master Plan Communities
- Sierra Norte Master Plan Community
- Three Crosses Regional Hospital & MOB Development
- Town of Mesilla La Llorona Multi-Use Trail Extension
- Doña Ana Walking Path
- Doña Ana County La Union Sidewalk
- Doña Ana Sidewalks and Lighting

Stronger Communities by Design®

Percent of Time Assigned to the Project: Up to 15%

Marty Howell, P.E. | Senior Engineer / Task Lead – Utility Design

B.S. - Civil/Environmental Engineering
Professional Engineer - New Mexico (#22670), Arizona, Colorado, North Dakota, Texas

Areas of Expertise and Competence
Utility System Planning & Design, Expert Witness, Project Management

Responsibilities and Experience
Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO. His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, ***including recent infrastructure improvements for City of Las Cruces.***

Representative Past Projects

- City of Las Cruces Hacienda Acres Phases 1 & 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- City of Las Cruces Zone 1 Interconnect Phase B Project 2
- City of Las Cruces Missouri Tank Rehabilitation
- City of Carlsbad Engineering On-Call
- Village of Ruidoso Multiple Water, Wastewater, and Roadway Improvements
- Lower Rio Grande PWWA On-Call Engineering and Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2

Percent of Time Assigned to the Project: Up to 15%

Matt Nighbert, P.E. | Senior Engineer / Task Lead – Transportation Facility Design

B.S. - Civil Engineering
Professional Engineer - New Mexico (#19479)

Areas of Expertise and Competence
Transportation Facility Planning & Design, Expert Witness, Project Management

Responsibilities and Experience
Mr. Nighbert's responsibilities as Senior Engineer and Transportation Technical Sector Director include coordinating the preparation of plan sets from project initiation to completion. Project-specific tasks include facilitating the geometric design of roadways and roadway sub-elements, verifying that existing environment elements are accounted for in the designs, coordinating the efforts of sub-consultants and incorporating subconsultant data into plan sets or client deliverables, and making certain of the completion of engineer's opinions of construction cost. Technical consultation tasks include relating project requirements and project types to the best methods to accomplish project designs.

Representative Past Projects

- City of Albuquerque Bikeways and Trails Master Plan Update
- Town of Mesilla La Llorona Multi-Use Trail Extension
- NMDOT Statewide On-Call Contracts – Multiple
- City of Hobbs West Bender Roadway & Drainage
- Bernalillo County On-Call Traffic and Transportation Multiple Contracts
- Grant County Road Certifications
- NMDOT NM 15 Silver City Phase III Reconstruction
- Mescalero Apache Tribe Inn of the Mountain Gods Bridge Replacement

Stronger Communities by Design®

Percent of Time Assigned to the Project: Up to 20%

Michael Johnson, P.E., ENV-SP | Senior Engineer / Task Lead – Construction Contract Administration

M.B.A. – Business Administration; B.S. – Civil Engineering
Professional Engineer – New Mexico (#10751)
Environmental Sustainability Professional (ENV-SP)

Areas of Expertise and Competence
Storm Drain Design, Site Development, Construction Contract Administration, Construction Inspection, Project Management

Responsibilities and Experience
Mr. Johnson was a former Public Works Director, Facilities Director, and City Traffic Engineer for the City of Las Cruces and has more than 35 years of public works operational, engineering design, and managerial experience. He has extensive engineering experience working with municipalities, counties, and state and federal agencies. In addition to engineering design and management, Mr. Johnson has substantial in-field construction observation experience on a variety of infrastructure improvements projects, providing him with first-hand knowledge of both sides of project work. This experience affords him a unique insight to project logistics. From his time with the City of Las Cruces, Mr. Johnson has an intimate knowledge of the design and construction of much of the City's existing infrastructure. Since joining SMA, he has provided professional consulting services for numerous projects in and around Las Cruces, including several infrastructure improvement projects for City of Las Cruces, as noted below.

Representative Past Projects

- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Las Cruces Nevada Ave Green Infrastructure
- City of Las Cruces Parking Lot 7 & Restroom Building
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails
- City of Las Cruces Design-Build Recreational Trails
- Three Crosses Regional Hospital & MOB Development
- Doña Ana County La Union Sidewalk
- Doña Ana Sidewalks and Lighting

Percent of Time Assigned to the Project: Up to 20%

Niki Harings, Ph.D. | Senior Environmental Scientist / Task Lead – Environmental Investigation

Ph.D. – Biology; M.S. – Biology; B.S. – Biology

Areas of Expertise and Competence
Environmental Investigation, Expert Witness, Project Management

Responsibilities and Experience
Dr. Harings is a Senior Environmental Scientist with 21 years of experience - 13 directly with SMA producing NEPA documents for a variety of agencies, including Federal, State, local, and tribal clients. She has managed and or participated in NEPA projects including solar farms, institutional facilities, dams and other water retention structures, linear transmission facilities, roadways, and conveyance channel projects. Dr. Harings has completed CatExs and EAs for both new and old construction. Dr. Harings will use her extensive NEPA experience in the development of any environmental services that may be required for the City's projects, ensuring all data collected is complete, concise, and correct, meeting the objective of providing sufficient information for environmental assessments to meet regulatory compliance and funding requirements.

Representative Past Projects

- Doña Ana County Flood Commission La Union Cultural Resources Evaluation
- NM General Services Department Small Homes Environmental Assessment
- Dove Creek Raw Water Reservoir Improvements Environmental Investigations
- NM General Services Department Behavioral Health Institute Environmental Assessment
- Spaceport America Biological Report
- Mescalero Apache Tribe – Multiple Environmental Investigations

Stronger Communities by Design®

Percent of Time Assigned to the Project: Up to 20%

Robert Storey, P.E. | Project Engineer / Task Lead – Computer Network Analysis

B.S. - Civil Engineering (Math Minor)
Professional Engineer - New Mexico (#26569)

Areas of Expertise and Competence
Computer Network Analysis, Project Management, Utility Design

Responsibilities and Experience
As a Project Engineer with SMA, Mr. Storey's duties include utility system modeling, utility network analysis, and the development and review of construction drawings, technical specifications, and Opinion of Probable Construction Cost (OPCC) documentation for site development, water, wastewater, and natural gas infrastructure projects. He also assists in permitting and bid phase services for these projects.

Mr. Storey has worked as a research assistant at New Mexico State University, researching various water treatment methods. ***He has worked as a co-op at the City of Las Cruces Water Resources Department working with the City's water model, developed reports on the well production, water quality, and various other aspects of the City's water operations.*** He has also provided design support for structural, water, wastewater, and gas systems throughout southern New Mexico. Mr. Storey currently or has recently provided planning and design services for numerous utility system improvements projects in southern New Mexico.

Representative Past Projects

- City of Las Cruces Hacienda Acres Phase 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2
- Garfield MDWC & MSWA Multiple Water System Improvement
- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Carlsbad Engineering On-Call
- Lower Rio Grande PWWA On-Call Engineering and Multiple Water & Wastewater System Improvements

Percent of Time Assigned to the Project: Up to 10%

Darryl Coster, P.S. | Principal Surveyor / Task Lead – Surveying

Professional Surveyor - New Mexico (#21204), Arizona, Colorado

Areas of Expertise and Competence
Boundary/Cadastral and Right-of-Way Surveys and Mapping, Subdivision Platting, American Land Title Association (ALTA) Surveys, Construction Staking, Expert Witness, Project Management

Responsibilities and Experience
Mr. Coster is SMA's Geomatics Technical Sector Director with over 35 years of surveying experience. He provides oversight for all of SMA's geomatics services, and relevant to the City's anticipated projects, he provides crew supervision and scheduling for SMA's southern New Mexico survey crews. Mr. Coster's other duties include performing calculations, plat preparation and surveying in the field on projects that include construction staking, control surveys, topographic surveys, right-of-way surveys, as-built surveys, boundary surveys, and aerial photogrammetric projects. Mr. Coster has provided Senior survey management for projects for a variety of clients throughout the state, including but not limited to ***City of Las Cruces***, Doña Ana County, Town of Mesilla, City of Alamogordo, Village of Ruidoso, Alto Lakes W&SD, Mescalero Apache Tribe, and Otero County.

Representative Past Projects

- City of Las Cruces Hacienda Acres Sewer Improvements Phases 1 & 2
- City of Las Cruces Zone 1 Interconnect Phase B Project 2
- City of Las Cruces Missouri Tank Rehabilitation
- City of Las Cruces NASA Road High-Pressure Gas Line
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2
- Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements
- Garfield MDWC&MSWA Multiple Water System Improvements

Stronger Communities by Design®

Percent of Time Assigned to the Project: Up to 15%

Richard Bustos | Senior Resident Project Representative / Task Lead – Construction Inspection

A.S. - Water Technology

Areas of Expertise and Competence
Construction Administration, Construction Inspection, Project Management

Responsibilities and Experience
Mr. Bustos brings 30 years of experience in stormwater, water, wastewater, and roadway infrastructure projects. He is experienced in utility, drainage, subdivision, roadway, construction administration, project management, and development review. Prior to joining SMA, ***Mr. Bustos was the Senior Inspector for the Public Works Department of the City of Las Cruces.*** His area of specialty is the inspection of utility construction projects, during which he monitors for potential installation deficiencies, makes recommendations for cost savings to projects, and ensures proper submission of pay applications to maintain progress on each project.

Representative Past Projects

- Mescalero Apache Tribe Gallerito Water System Construction
- Village of Ruidoso Multiple Water, Sewer, and Roadway Improvements
- Doña Ana County Dragonfly Diversion Channel
- Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements

3. Performance of the Firm

Similar Past Contracts

The nature of on-call contracts presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks. To adequately meet the needs of the City of Las Cruces, a consultant must be responsive and have resources available at any time. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- Single point of contact for the client with a thorough understanding of task requirements
- Familiarity with the project area(s)
- Multi-discipline capabilities
- Qualified engineers and technicians
- Availability of staff
- In-place quality assurance/quality control measures programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Experience with on-call service contracts

Specific project tasks associated with current on-call contracts with other municipalities, counties and state agencies include asset management plans, comprehensive plans, feasibility studies, roadway design, utility design & coordination, right-of-way maps, historical/cultural/biological reports, solid waste design and monitoring, sidewalk/bicycle path design, landscape design coordination, structural design, parking lot and driveway design and public information meetings, as well as surveying and stormwater drainage analysis and design.

The following is a small sampling of clients for whom SMA currently or has recently performed comparable on-call, multiple project engineering services:

- ***City of Las Cruces, NM***
- City of Deming
- Town of Mesilla
- Village of Corona
- City of Bloomfield
- City of Aztec,
- City of Farmington
- City of Artesia
- City of Sunland Park
- Grant County
- Doña Ana County
- Otero County
- San Juan County
- Sandoval County
- Pueblo of Isleta
- El Paso Electric Company
- New Mexico Department of Transportation

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In addition to on-call engineering contracts, SMA has recently provided and/or is currently providing services similar to those described in the City's RFP through stand-alone contracts with a variety of New Mexico clients. Further projects are listed in Section 5 of this proposal.

Subcontractors

CobbFendley | Subsurface Utility Exploration

CobbFendley is a privately held consulting engineering firm providing civil engineering, SUE, and survey services since 1980. They currently operate a fully-staffed, local El Paso office established in 2015. CobbFendley's El Paso office has served a variety of local public clients, including but not limited to City of El Paso, El Paso County, El Paso Water, and El Paso Electric. CobbFendley will identify existing utility infrastructure by following the ASCE standard 38-02 that associates certain Quality Levels to depicted utilities. Initially beginning with record collection activities and field reconnaissance to identify above ground utility features, CobbFendley will prepare a comprehensive utility map along any proposed project areas. Their team has completed numerous other projects in Las Cruces, which will prove instrumental in records research for the City's anticipated projects.

Delta Airport Consultants, Inc. (Delta) | Airport Facility Design

Delta, an employee-owned company, was established in 1978 and practices exclusively in the airport industry. They possess a deep understanding of airport planning and engineering regulations and procedures and work regularly with the FAA and NMDOT. Delta specializes in aviation and provide a variety of airport development services, including Planning & Environmental, Business & Financial Planning, Program Management, Airport Engineering, and Construction Management.

Delta has more than 90 professionals located in nine offices across the country, including their Albuquerque location. In their 46 years, Delta has worked on thousands of projects for hundreds of clients, ranging from small, straight-forward efforts like pavement maintenance to complex, high-impact projects such as extensive runway rehabilitation, hangar developments, and fuel farm improvements. Delta's diverse and talented staff possesses a broad base of knowledge about the aviation industry. This comprehensive understanding of the challenges that face airports creates a unique perspective and allows us to provide a wide array of consulting services to our clients.

Bath Group, Inc. (Bath) | Supplemental Computer Network Analysis

Bath is a professional engineering firm with offices in several states. It provides engineering, commissioning, and process safety management services through its three divisions, Bath Engineering Corporation, Bath Commissioning Corporation, and Bath PSM. The firm was founded in 1957 and has grown to more than 50 employees with over 1,000 years of combined construction experience. The staff is very stable, with many employees having served the firm throughout their careers.

Bath takes pride in its dedication to sustainable design, having worked on dozens of buildings registered for LEED certification. Bath provides services to a wide range of clients including state and federal government, military, healthcare, higher education, municipal, and private commercial and industrial clients.

D.C. Environmental, Inc. (DCE) | Environmental

DCE was founded by Karen Dremann and David Charlesworth, whose 28-year career in the Southwest has been based on the principles of sound industrial hygiene and adult education. DCE is founded on the belief of scientific practice to recognize, evaluate, and control environmental hazards.

Their project involvement regarding environmental surveys and assessment includes interactive inspections and investigations, quality control and input from laboratories or design professionals, and cost-effective approach to remediation strategies. Mr. Charlesworth has performed a major part of his career overseeing hazardous materials remediation activities, air quality assessments and asbestos abatement.

Locations Where Work Will be Performed

With no specific projects established, fully accurate percentages of work to be performed are difficult to assess. The following percentages indicate our estimate for the percentage of work to be performed by SMA and our subcontractors by location.

SMA
Las Cruces - 90%
Albuquerque - 2%

Bath
El Paso - 2%

CobbFendley
El Paso - 2%

Delta
Albuquerque - 2%

DCE
Albuquerque - 2%

4. Management Structure and Approach to Project

Principal Officer Responsible for Administration of the Contract -and-

Professional Engineer Responsible for and in Direct Charge of the Work

Paul J. Pompeo, P.E. (NM PE #11490)
Vice President / General Civil Technical Sector Director / Principal Engineer
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.449.2836

Management Structure

Of the staff presented in Section 3, seven of our 10 task leads are based in (and residents of) Las Cruces and ***collectively represent well over 200 years of specific engineering experience in Las Cruces.*** Likewise, seven of the task leads each have more than 30 years of professional experience, and all task leads have more than 10 years of experience as a project manager and team leader; this represents a level of both professional experience and management acumen that is well beyond that of any firm with an office in Las Cruces.

More specifically, ***Mr. Pompeo has provided the requested services on projects in Las Cruces for more than 30 years.*** He has led teams for a variety of projects throughout New Mexico and surrounding states with constructed values exceeding several million dollars. Mr. Pompeo, as the Principal-in-Charge and Project Manager to the City, has an unparalleled local knowledge for site development and was the principal engineer and owner of Las Cruces-based Southwest Engineering for over a decade. Mr. Howell, as a Task Lead, has provided water resource project management throughout Doña Ana County ***(including projects directy for the City)*** as well as New Mexico and surrounding states, using a diverse team of professionals that he has mentored throughout a career extending more than 30 years. Mr. Johnson has been with SMA for nearly a decade and combined with his 27+ years at City of Las Cruces, he brings a broad depth of public works project management experience, as well as ***local experience working in Las Cruces for nearly four decades.***

Project Time Schedule

As the City has not identified any specific projects at this time, SMA cannot establish definitive schedules and rather can only subjectively discuss scheduling practice. As each project is determined, SMA will work closely with City staff to determine a practicable schedule that allows adequate time for data collection, design development, reviews (typically 30%, 60% and 90%), and final production.

SMA also understands that timelines frequently also depend on constraints such as fiscal year budgeting and funding sources. The diverse nature of services in this RFP scope means that corresponding timelines for delivery is also highly varied; Phase I ESAs may take only 10-15 business days to complete, while more complex services such as drainage studies may take more than one year to complete. Ultimately, all assigned tasks are entered into SMA's financial management software, allowing for tracking of anticipate completion dates by subtask and presenting all project participants with visual indicators of progress versus budget. Although some projects are delayed by circumstances outside of the control of SMA (e.g. agency review, weather, utility locates), we strive to maintain initial project schedules, including work beyond regular hours.

Operational/Management Approach

SMA's approach to the management of each project was previously outlined in Section 1. SMA is presently organized into five business lines (or disciplines): General Engineering, Environmental, Surveying, Water Resources, and Transportation, which have several sub-disciplines, such as stormwater management, solid waste, intelligent transportation, planning, and sUAV surveys. Each subdiscipline includes one or more subject matter experts and a tailored QA/QC path based on overall objectives.

All of the corporate support notwithstanding, SMA projects are all managed through local project managers who have direct contact with their clients. Each local project manager is typically backed by another project level employee, who is also local, providing secondary contact and flexibility in meeting with City staff.

Major Tasks to be Accomplished

SMA understands that this on-call contract will include projects of various sizes and types throughout the City. The first stage of any project is scoping, which may simply include information provided by the City in email or a more involved on-site pre-project meeting. The next stage will develop the workplan, which will include scope, fee, and timeline specifics for City-outlined tasks. Depending on the project scale, interim meetings may be held with City staff to discuss progress, changes in conditions, and any items that might alter the timeline for delivery.

As noted earlier, the size of the design project will dictate the number of review plans before the final plan set. These design packages may also include specification packages utilizing standard details provided by the City, or those developed by SMA in working with communities throughout the southwest. For planning phase projects, various staged deliverables may be submitted, while for investigative tasks typically only a final report is produced. Deliverables for resident project representative, by contrast, may range from daily written reports to summaries coordinated with contractor payment schedules.

During the course of all projects, billing is typically completed either on a monthly (for time and materials or percentage complete tasks) or a deliverable basis. Time and materials invoices will include a breakdown of all charges accumulated during the billing period. At the completion of each project, SMA will offer the opportunity for feedback from the City to identify areas of improvement, if any, for subsequent assignments.

Statement of Services

Services associated with projects under this on-call contract as outlined in the RFP may include, but are not limited to the following:

Transportation Facility Design

SMA has completed many substantial road and highway projects throughout New Mexico and surrounding states, including parking lot and driveway design for a variety of structures and commercial development sites. SMA provides data collection, design, stormwater calculations, environmental support, bidding, construction staking, construction observation, project management and development of as-constructed record diagrams. Clients have included the New Mexico Department of Transportation (NMDOT), counties, cities, towns, villages, tribes/pueblos, public schools, engineering consulting firms and private entities. Recent road design experience includes rural arterial and collector streets in difficult soil and topographic conditions, development/design of traffic circles, urban arterial and collector streets and signalized intersections of state highways.

Specific project tasks include feasibility studies, alignment alternative design, utility extension design/utility coordination, right-of-way maps, historical/cultural/biological reports, curb-and-gutter design, sidewalk/bicycle path design, landscape design coordination, structural design, parking lot and driveway design and public information meetings, as well as surveying and stormwater drainage analysis and design.

Water, Wastewater, and Natural Gas System Design and Analysis
SMA has been involved in pipeline-based infrastructure system improvements projects (including water, wastewater, and natural gas) for more than 30 years, and has performed work for municipalities, private clients and other public entities that covered a full range of services. SMA engineers have completed many NMED and United States Department of Agriculture (USDA) formatted preliminary PERs and associated EIDs, several of these with time limited completion schedules. Our staff will utilize GASWorkS, InfoWater, and InfoSewer software to complete each project for the City.

SMA assists many public and private entities in securing and maintaining reliable sources of high-quality drinking water and in the proper disposal of liquid wastes. Many of these projects need to be phased to reduce the financial burden associated with the improvements. The initial phase includes a site investigation, resulting in a preliminary engineering report of the water or wastewater system. This report contains specific information regarding the age of the existing system, the adequacy of the equipment, the required system capacities, and any ancillary data such as possible inflow/infiltration sources (for wastewater projects) or wellhead protection programs (for water projects). An estimated project cost is then developed, and possible funding sources are identified.

Environmental Surveys, Assessments, Monitoring, and Management
SMA provides ASTM Standard Phase I ESAs and ASTM Standard Transaction Screens to help clients assess environmental liability associated with a property. Phase II investigations are also conducted as required. Under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, liability for site cleanup as a result of a release of hazardous substances into the environment is assigned to the responsible party or landowner. To reduce the risk of such liability, a landowner, a potential landowner, or a loaning agency may choose to complete an environmental assessment to determine if a property has been contaminated.

Site Development (Drainage and Grading Design)
SMA performs drainage structure inspections to provide analysis and modeling to efficiently control stormwater drainage, analyzing the channel flow and modeling the backwater curve to effectively characterize the drainage basin. SMA provides designs to protect and control against erosion and floods and has used above ground channelization and below ground conveyance. SMA also provides development of Storm Water Pollution Prevention Plans (SWP3) and state mandated Sediment Control Plans, including the development of best management practices.

Drainage Infrastructure Design
SMA has developed state-of-the-art drainage analysis methods utilizing GIS, WMS and HEC-HMS. However, SMA has reduced the cost and time necessary to collect this data and develop the hydrologic model by using up-to-date GIS methods instead. With software, such as ArcGIS, combined HEC-GeoRAS & HMS, FLO-2D, and WMS, SMA now develops drainage basin maps and preliminary hydrologic and soil factors directly from GIS sources before the project has been surveyed.

SMA has a variety of methods available for performing drainage analyses, depending on the size and complexity of the project. Some of these methods include:

- USGS Regression Method
- HEC-DSS, HEC-RAS 5.0 and HEC-HMS
- FLO-2D Pro
- FlowMaster
- SSA (AutoCAD Civil 3D)
- StormCAD

Drainage Studies (including FEMA Flood Studies) and Stormwater Management
SMA's experience includes civil site design, watershed hydrology and yield studies, hydraulic analysis of natural and manmade water courses, GIS mapping and analysis, hydraulic structure design and structural engineering. SMA has several staff with training and background in desert stormwater management and floodplain evaluation. Combined with in-house surveying resources, SMA can develop large and small-scale floodplain management projects.

SMA staff members have completed LoMR and CLoMR projects throughout New Mexico to allow and otherwise improve development of parcels that border FEMA floodplains.

Surveying (Geomatics)
SMA has field crews and equipment resources to complete any surveying that may be required to complete the City's projects associated with this on-call contract. Surveying projects have included easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA surveys; photogrammetric mapping; route surveying for electrical lines; construction surveys; aerial drone and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS). Additionally, SMA utilizes multiple small unmanned aerial vehicles (sUAV aka "drone") with high-pixel cameras for site specific mapping applications.

Airport Facilities
SMA's project team, along with Bath, will provide SMA has provided professional consulting services for numerous airport facilities throughout the region. These services have spanned our entire catalog of services, including but not limited to civil engineering design, roadway planning and design, drainage planning and design and surveying services for design and construction.

Relevant projects have included:

- Alamogordo-White Sands Regional Airport Neptune Hangar Apron Reconstruction Design, Alamogordo, NM
- Apron and Taxiway Survey and Environmental, Cannon Air Force Base, NM
- Hangar Facility Survey, Holloman Air Force Base, NM
- Roswell Airport Runway 3-21 Survey, Roswell, NM
- Doña Ana County, Santa Teresa Airport Hangar Drainage Design, Santa Teresa, NM
- Doña Ana County, Santa Teresa Airport Hazardous Materials Center Drainage Design, Santa Teresa, NM
- Doña Ana County, Santa Teresa Airport Road NEPA Investigations, Santa Teresa, NM
- Helo Pad Construction Staking, Kirtland Air Force Base, NM
- City of Santa Fe, Airport Road Reconstruction and Landscaping Improvements, Santa Fe, NM
- Army National Guard Aviation Support Facility SWPPP, Belen, NM
- Williams Gateway Airport Taxiway and Apron Survey, Mesa, AZ

Our subconsultant, Delta, has assisted the City with over 10 projects at the Las Cruces International Airport (LRU). During this period, LRU received over $18,700,000 of federal funds. Combined with state and local funds, these grants have allowed LRU to maintain and upgrade airport facilities. Delta knows and understands the Airport, its stakeholders, and its challenges. Their institutional knowledge reduces unknowns and helps to mitigate risk. A sampling of the projects that Delta has worked on at LRU includes:

- ***Airport Action Plan***
- ***Update eALP***
- ***Rehabilitate Runway 12-30***
- ***Replace AWOS***
- ***Rehabilitate Taxiway A***
- ***Rehabilitate Fuel Farm***
- ***Install PAPIs Runway 8-26***
- ***Expand Electrical Vault***
- ***Rehabilitate MITLs (LED) on Taxiway B and C***

The upcoming capital improvement program at the Airport includes a variety of exciting projects that effectively redefine the Airport and its ability to serve the community. Delta's proposed Facility Manager, Ms. Cheryl Rodriguez, located in Las Cruces, will lead the Delta team, providing continuity, familiarity of the program, and historical context to the projects.

Subsurface Utility Exploration (SUE)
SMA's subconsultant, CobbFendley will provide any SUE services necessary to complete the City's projects to fulfill requirements of ASCE standards. These services may include simple data collection of visible features using GPS or similar authoritative data collection, additional electronic location techniques, or specialized equipment such as air knife physical excavation of discrete areas.

Monitoring and Managing Indoor Air Quality and Asbestos Investigations and Removal
SMA provides indoor air quality and asbestos monitoring and management services with the assistance of our subconsultant, DCE to provide comprehensive indoor air quality and industrial hygiene consulting services. SMA regularly samples indoor air quality and building materials that may affect indoor air quality (e.g. roofing, floor tile, acoustical tile, etc.) including asbestos lead and mold. SMA's hazardous materials management includes identifying and controlling on-site and on-the-job health hazards. We provide qualified personnel to test for the presence of such hazards, evaluate existing hazards, and design strategy by which these can be controlled or eliminated, implementing strategies to ensure OSHA compliance. DCE's Certified Industrial Hygienists (CIH) can provide human health risk assessments to include planning, hazard identification, dose-response, and exposure assessments, as well as risk characterization.

Computer Network Analysis
SMA's project team, along with Bath, will provide computer network analysis for the City's infrastructure systems, including but not limited to water, wastewater, and gas. Our team has considerable experience with a variety of systems and components, including I&C and SCADA systems. All work will be completed using GASWorkS, InfoWater, and InfoSewer to adhere to the City's systems.

Expert Witness Services
SMA has experience providing professional witness and deposition services in judicial and quasi-judicial settings for clients throughout the region for projects such as water rights, stormwater management and environmental contamination. Depending on the specific discipline, SMA can provide several local resources for a variety of engineering and environmental project types. In cases requiring substantial resources, SMA can extend into the full depth of staff and provide multiple experts in most specific areas of support required by our clients.

Project Management
SMA staff includes several members that hold PMP certifications, an industry-recognized standard of education and testing for project management. Many additional staff have attended specific classes in project management with various professional organizations such as the PSMJ and the Zweig Group, and internal training on aspects of project management (record keeping, financial management, invoicing, etc.) approximately every other month.

Construction Inspection
SMA has over 30 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently. Depending on active workloads at the time a project commences, SMA's primary Resident Project Representative for the City's projects will be Mr. Richard Bustos, who has provided construction observation services for numerous projects throughout the City.

SMA provides support services from the pre-construction meeting through the final walk-through. As required for each project and the project funding agency, SMA's observation personnel are OSHA safety trained and PPE equipped. Our construction observation staff prepares detailed daily reports that are available to the project engineer and client. SMA's project engineer monitors progress pay applications, information requests and issues review and approval of all project submittals. Upon project completion, SMA provides funding agency closeout documents, operation and maintenance manuals (if required), reconciliation of funding and construction payments, and engineering completion certifications.

5. Performance with Previous Clients

The following project descriptions provide a sampling of SMA's recent project experience similar to the scope of work described in the City's RFP.

NASA White Sands Test Facility – NASA Road and Drainage Improvements from U.S. 70 to Guard Gate, Doña Ana County, NM

Contact: Arturo Zavala, Branch Manager Operation and Design Branch, Jacobs Technology, Inc.; 575.525.7517; Arturozavala@nasa.gov

SMA prepared construction plans for the upgrade of NASA Road from U.S. 70 to approximately 500 feet north of the Forward Guard Gate. This stretch of road has approximately 31 drainage crossings (12 low water crossings and 19 culvert structures). The project included conceptual design, topographic survey, traffic volume study, geotechnical investigation, pavement design, hydrology analysis, drainage report, preliminary design, and final design for construction of the new road.

New Mexico State University – Geo Technical Investigation Various Buildings, Las Cruces, NM

Contact: Ashley Burkholder, AIA, Project Manager, NMSU Facilities and Services; 575.646.1927; Jasper7@nmsu.edu

SMA completed geotechnical investigations for several projects at New Mexico State University. This includes subsurface investigation, drilling operations, and laboratory testing of various facility expansions and new buildings on the NMSU campus. Geotechnical reports were completed detailing the soils found, recommended applicable earthwork options, and recommended design parameters for the foundation systems.

Projects have included:

- Agriculture Modernization Phase II Arena
- BioMedical Research Building Expansion
- New Mexico Department of Agriculture Building 643
- Feed Mill Facility
- Food Science Building

Doña Ana County – Tres Caballos Road Improvement Project, Doña Ana County, NM

Contact: Rene Molina, Engineer Supervisor, Doña Ana County Engineering Road Department; 575.525.6170; renem@donaanacounty.org

SMA prepared construction plans to construct Tres Caballos Road in Mesquite, NM. The project included the conceptual design, survey (boundary, topographic, legal descriptions), pavement design, right-of-way acquisition, NMDOT clearances, preliminary design, and final design for the construction of a 24-foot asphalt road.

Additional Relevant Projects

- City of Las Cruces On-Call Services – Multiple Contract Cycles, Las Cruces, NM
- City of Las Cruces Comprehensive Plan, Las Cruces, NM
- Doña Ana County On-Call Services – Multiple Contract Cycles, Doña Ana County, NM
- Southwest General Construction – Multiple Engineering and Design-Build Projects, Statewide, NM
- New Mexico State University - Engineering and Environmental Support Services, Las Cruces, NM
- El Paso Electric On-Call Consulting Services, El Paso, TX
- Lower Rio Grande PWWA Multiple Water and Wastewater Projects, Doña Ana County, NM
- Town of Mesilla La Llorona Multi-Use Trail Extension, Mesilla, NM
- Mescalero Apache Tribe Inn of the Mountain Gods Bridge Replacement, Mescalero, NM
- NM 209 Alignment Study and Design - N. Prince Street, Clovis, NM
- State of New Mexico General Services Division – N.M. State Police Building District 4 – Sanitary Sewer Connection Improvements Project, Las Cruces, NM

ATTACHMENTS

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Miller Engineers, Inc. d/b/a Souder, Miller & Associates

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Authorized Signature

Paul J. Pompeo, P.E.
Typed or Printed Name

Vice President / General Civil Technical Sector Director
Title

paul.pompeo@soudermiller.com
Email Address

Telephone number 575.449.2836 Fax number 575.647.0680

NM Tax & Revenue Dept. CRS # 02-040132-00-9

Current NM Secretary of State Business ID # L1069169264 (corporations only)

Current CLC Business Registration # 17706-23 (respondents located in Las Cruces only)

Federal I.D. number 85-0336964 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 11

Type
Business Registration License - PROFESSIONAL SERVICE

Number
17706-23

Issue Date
02/06/2024

Expires
11/28/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Souder Miller & Associates

3500 SEDONA HILLS Pkwy
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

SOUDMIL-01 PINJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2023

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).

PRODUCER	CONTACT NAME: Jenifer Pinckley
Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jpinckley@mianm.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Souder, Miller & Associates Miller Engineers, Inc. 5454 Venice Avenue NE, Suite D Albuquerque, NM 87113	INSURER A : National Fire Insurance Of Hartford	20478
	INSURER B : Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : Crum & Forster Specialty Insurance Company	44520
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6076497447	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6076497464	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			6076497450	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6076497478	11/1/2023	11/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			PKC-114721	11/1/2023	11/1/2024	Per Occ/Agg	3,000,000
D	Professional Liab			PKC-114721	11/1/2023	11/1/2024	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

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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3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

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ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Miller Engineers, Inc. dba Souder, Miller & Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "J"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Smith Engineering Company, of 201 N. Church St, Ste 200a, Las Cruces, NM, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Smith Engineering Company 201 N. Church St, Ste 200a Las Cruces, NM 88001 ATTENTION: Rebecca C. Fink

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SMITH ENGINEERING COMPANY

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Smith Engineering Company

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 231.00
2	Project Engineer/Project Manager	$ 210.00
3	Senior Engineer	$ 189.00
4	Design Engineer	$ 158.00
5	Engineer Intern	$ 147.00
6	Engineering Technician	$ 126.00
7	Drafting Technician	$ 126.00
8	Survey Crew**	$ 263.00
9	Construction Inspector/Observer	$ 121.00
10	Administrative/Clerical	$ 79.00
11	Field Testing and Investigations	$ 121.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.20
16	Color Copies (per copy)	$ 0.85
17	Prints 24x36 (per sheet)	$ 1.75
18	Mylars 24x36 (per sheet)	$ 28.00
19	Photo Quality Plots (per plot)	$ 70.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Proposal for the City of Las Cruces

Civil Engineering Services

Presented by:

SMITH ENGINEERING

RFP 23-24-050 | February 27, 2024 | 4:00PM

CELEBRATING 35 YEARS | Smith Engineering Company

Solutions for Today... Vision for Tomorrow

2/27/2024

City of Las Cruces
Purchasing Section
Bid Clerk
bidclerk@lascruces.org
bidclerk@las-cruces.org

Re: City of Las Cruces | RFP 23-24-050 Civil Engineering Services

Dear Selection Committee:

We submit our proposal for civil engineering services to the City of Las Cruces, acknowledging receipt of Addenda 1-2. Smith Engineering Company, established in 1989, offers extensive expertise in municipal infrastructure, ready to enhance the City's services.

Our proposal, detailed herein, showcases our approach to complementing the City's civil engineering needs, emphasizing planning, project management, and quality assurance. Our team, including experienced professionals like Rusty Payne and Jared Lujan, brings proven capabilities in delivering complex projects.

Enclosed, you will find:

An overview of Smith Engineering, highlighting our services and core values.

1. RFP Compliance Declaration
2. Our technical approach contains a typical civil engineering project approach, scheduling, project management strategy, and quality assurance measures.
3. Key team member profiles, underscoring their roles and expertise.
4. References demonstrating our successful on-call collaborations.
5. Cost Proposal (Under a Separate Cover).

We are eager to discuss how we can contribute to the City's objectives and are ready to provide any additional information needed.

Thank you for considering our proposal.

Sincerely,

Smith Engineering Company

Rusty Payne

Rusty Payne, PE
Vice President/ Team Leader/ Project Manager
rustyp@smithengineering.pro

RFP Compliance Declaration

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: Civil Engineering Services

RFP NO.: 23-24-050

DUE DATE/TIME: February 27, 2024 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1-2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Smith Engineering Comapny

Local Office: 201 N. Church Street, Suite 200A
Las Cruces, NM 88001

CEO Headquarters: 2201 San Pedro Dr. NE, 4-200
Albuquerque, NM 87110

Rebecca C. Fink
Authorized Signature

Rebecca C. Fink
Typed or Printed Name

President / CEO
Title

rebeccaf@smithengineering.pro
Email Address

Telephone number 575-523-2395 / 505-884-0700 Fax number N/A

NM Tax & Revenue Dept. CRS # 02-133963-005

Current NM Secretary of State Business ID # 1452267 (corporations only)

Current CLC Business Registration # 14-973-22 (respondents located in Las Cruces only)

Federal I.D. number 85-0377824 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Revised: September 2023 Page 1 of 10

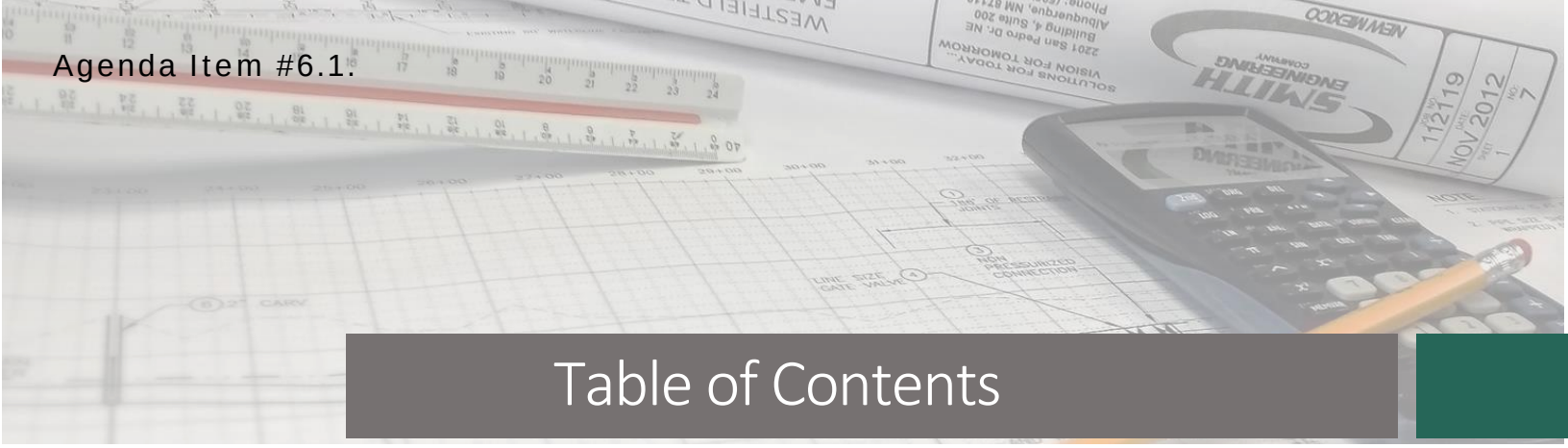


Table of Contents

RFP Compliance Declaration i
Introduction 1
Technical Approach 2
Project Categorization 2
Project Management Strategy 3
Quality Assurance and Control Overview 4
Typical Civil Engineering Project Schedule 5
Qualifications and Competence 8
Organizational Chart 8
Rusty Payne, PE 9
Jared Lujan, PE 9
Jesus Lopez, PE 10
Nancy Peay, PE 10
Michael Douglass, PS 10
Brandon Cruz, EI 11
Sam Johnson 11
Cobb Fendley & Associates 11
Performance of Smith Engineering Company 12
Doña Ana County Flood Commission 12
City of Alamogordo 13
Albuquerque Bernalillo County Water Utility Authority 14
Conclusion 15
City of Las Cruces Business Registration I
New Mexico Resident Business Certificate II
Current Insurance Certificate III

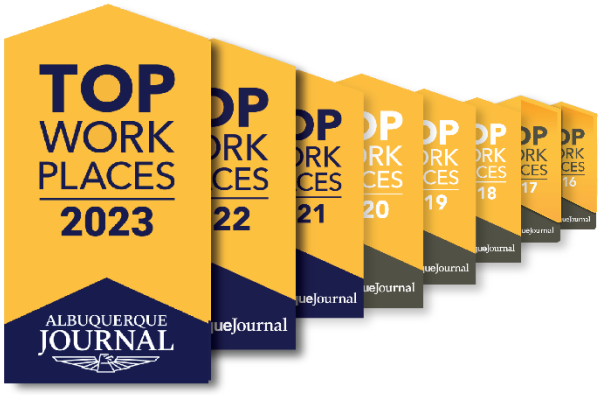
Introduction

Bob Smith and Karl Scheuch founded Smith-Scheuch Engineering Company in New Mexico, on October 1, 1989. They started by acquiring the Albuquerque office of Bovay Engineers from Houston, Texas. The company became Smith Engineering Company (Smith) in 1992 after Karl Scheuch left. In 1994, Smith merged with John D. Jaquess & Associates, expanding our service area to southern New Mexico and services including surveying, materials testing, along with civil and structural engineering.

Today, Smith operates offices in Albuquerque, Las Cruces, and Roswell, New Mexico. Our services have grown to encompass water resources engineering, construction services, and welding inspection. We are proud to have served esteemed clients like the City of Artesia, the Albuquerque Bernalillo County Water Utility Authority, Doña Ana Couty Flood Commission, and Xcel Energy, among others.

Smith is a C-Corporation and is employee-owned. We currently have 43 employees including two New Mexico licensed surveyors and ten New Mexico registered professional engineers.

Our company is built on the core values of Family, Service, and Integrity. We aim to serve our communities with high-quality, innovative, and value-driven engineering, working closely with both our staff and clients.



Technical Approach

The City of Las Cruces is tasked with the delivery and maintenance of a broad spectrum of municipal services, encompassing utilities, transportation infrastructure, drainage systems, recreational areas, sports facilities, and structural assets. Recognizing some limitations of their internal resources for civil engineering, the City seeks external expertise to augment their capabilities.

Smith Engineering brings a wide range of engineering services tailored for municipal infrastructure projects, including but not limited to, cost and timeline projections, detailed project designs and specifications, comprehensive project reporting, and specialized engineering consultations for transportation systems, drainage solutions, utility management, site development, investigative and feasibility studies, subsurface utility mapping, contract management for construction projects, land surveying tasks, drainage analyses, and FEMA flood studies. Our services extend to providing expert testimonies, project oversight, and on-site construction monitoring. Notably, subsurface utility explorations will be delegated to specialized subcontractors.

Our proposal acknowledges the potential for the City to engage multiple firms under a multi-source contract arrangement, typically referred to as "on-call" contracts. These contracts require the ability to manage a wide variety of projects with flexibility. Smith Engineering is well-prepared to fulfill such requirements, with anticipated engagements spanning:

- Strategic Planning
- Capital Improvement Initiatives
- Responsive Services for Immediate and Unforeseen Needs

Project Categorization

Strategic Planning Documentation

Smith Engineering possesses a wealth of experience in developing various planning documents essential for strategic development, potentially required under this contract. Our expertise includes, but is not limited to:

- Preliminary Engineering Analyses
- Infrastructure Asset Management Strategies
- Comprehensive and Sector-Specific Master Plans
- Environmental Impact Studies and Assessments (contracted out)
- Biological and Cultural Resource Evaluations (contracted out)
- Feasibility and Design Analysis Reports
- Hydraulic and Drainage Planning Models

Capital Enhancement Projects

This category encompasses projects identified within the client's Capital Improvement Plan and derived from strategic planning documents. Our role will involve the full spectrum of design and

pre-construction services, including detailed design documentation, cost estimation, utility coordination, bid support, and construction oversight. Our collaboration will extend to consulting with review and funding bodies to ensure compliance and facilitate project funding.

Responsive Services for Unforeseen Projects

Smith Engineering recognizes the need for swift action on projects that arise unexpectedly, requiring immediate attention outside the scope of planned capital improvements. Our approach is to evaluate the urgency and feasibility of these projects in the context of our current workload to ensure timely and effective delivery. Examples of our capabilities in this area include:

- Rapid design for construction of emergency repairs
- Compliance reviews against municipal standards
- On-site monitoring for infrastructure expansions
- Troubleshooting operational challenges
- Data management for municipal assets

Project Management Strategy

Strategic Planning and Conceptual Design

Our approach to planning and design is grounded in a comprehensive understanding of the project's objectives, scope, and constraints. This process begins with a Scoping Meeting to align on the project's goals and critical needs, followed by a Data Collection phase to inform our design solutions. Field assessments are integral to this phase, providing insights into potential challenges and opportunities.

Scoping Meeting: This initial meeting between Smith Engineering and the City is pivotal in defining the project scope, which in turn informs the project fee and schedule. The primary question, "Why does City of Las Cruces need this project?" sets the stage for a focused discussion on the project's objectives and requirements. Understanding the 'why' facilitates a smoother transition to the 'how' and 'what' of project execution.

Data Collection / Review of Past Studies and Record Drawings: Our data gathering process encompasses orthophotography, LiDAR, existing record drawings, GIS databases, and previous studies. Supplementary data such as meter records and maintenance history are also reviewed to influence our design approach. This review aids in understanding the existing conditions and any potential challenges that may arise during the project lifecycle. If additional surveys or investigations are deemed necessary, these will be performed to ensure a well-informed planning phase.

Site Visit / Field Work: An essential component of our preparatory work, site visits provide firsthand insights into the project environment. These visits are critical for identifying potential issues related to site access, traffic management, zoning regulations, utility conflicts, and overall constructability.

Analysis and Reporting

By leveraging advanced modeling techniques, we aim to deliver optimized solutions that address the specific needs of the City. Our reports will articulate the project's requirements, analyze

alternative solutions, and propose recommendations based on a holistic evaluation of social, environmental, and economic factors.

Design and Development

Post-planning, we transition seamlessly into the design phase, developing detailed documentation that reflects the project's conceptual framework. Our iterative design process ensures that each phase of documentation—preliminary (30%), developed (60%), and near-complete (90%)—undergoes rigorous review and refinement to meet City of Las Cruces's expectations and regulatory requirements.

Bidding and Contract Negotiation

Our team is adept at facilitating the bidding process, from document preparation to bidder evaluation and contract finalization. Our comprehensive support aims to secure competent contractors while ensuring project specifications and budgetary constraints are met.

Construction Phase Oversight

Smith Engineering prides itself on offering end-to-end project management services, from initial planning to construction completion. Our on-site representatives ensure strict adherence to project specifications, quality standards, and safety protocols, fostering effective communication and swift resolution of any construction-related issues.

Smith Engineering is committed to delivering high-quality, efficient, and responsive engineering services to support the diverse needs of City of Las Cruces's municipal infrastructure projects, ensuring successful outcomes that benefit the community and stakeholders involved.

Quality Assurance and Control Overview

At Smith Engineering, quality is at the core of everything we do. Our Quality Assurance Program is designed to ensure excellence across all our projects. This approach is not limited to individual tasks; it is embedded in our company culture. We prioritize key aspects such as safety, environmental care, adherence to client goals, project timelines, and budget management.

Our Quality Assurance framework includes:

- Organizational Structure: We have established clear guidelines for management, defining roles and responsibilities to ensure efficiency and accountability.
- Staff Training: Continuous training is crucial for our team to stay updated with industry standards and enhance their skills.
- Improvement Initiatives: We are committed to ongoing improvement, constantly seeking ways to enhance our processes and outcomes.
- Document Management: Accurate and accessible documentation is vital for transparency and compliance.

For specific projects, we develop a detailed Quality Control Plan, starting with an initial project meeting. This meeting sets the foundation by defining the project team, scope, objectives, compliance standards, CAD protocols, deliverables, timelines, and communication plans.

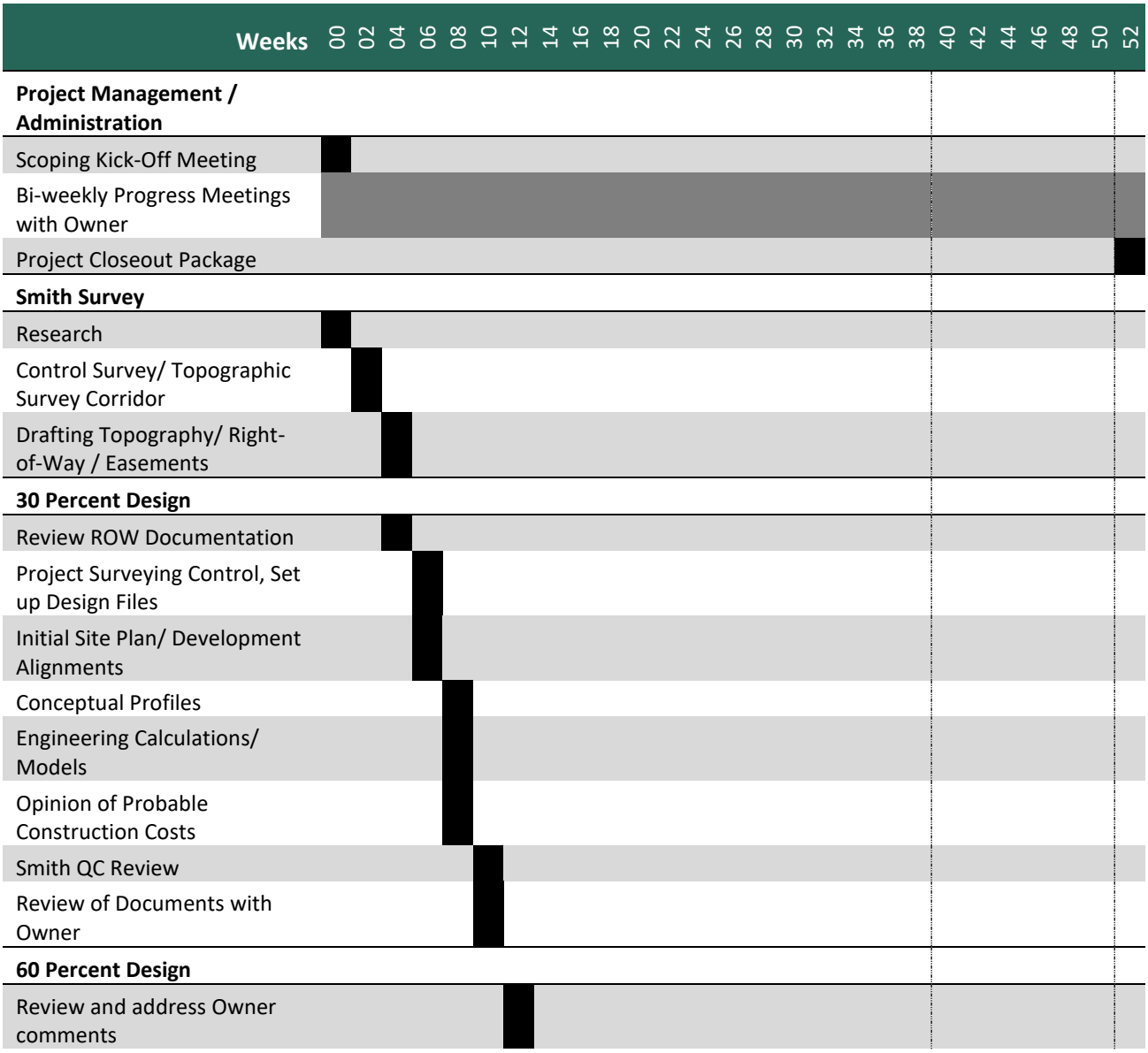
Our quality control process includes internal reviews at each project phase, covering all disciplines involved. The initial review during the conceptual phase is critical to ensure the feasibility and alignment with the project's design criteria. Subsequent reviews during

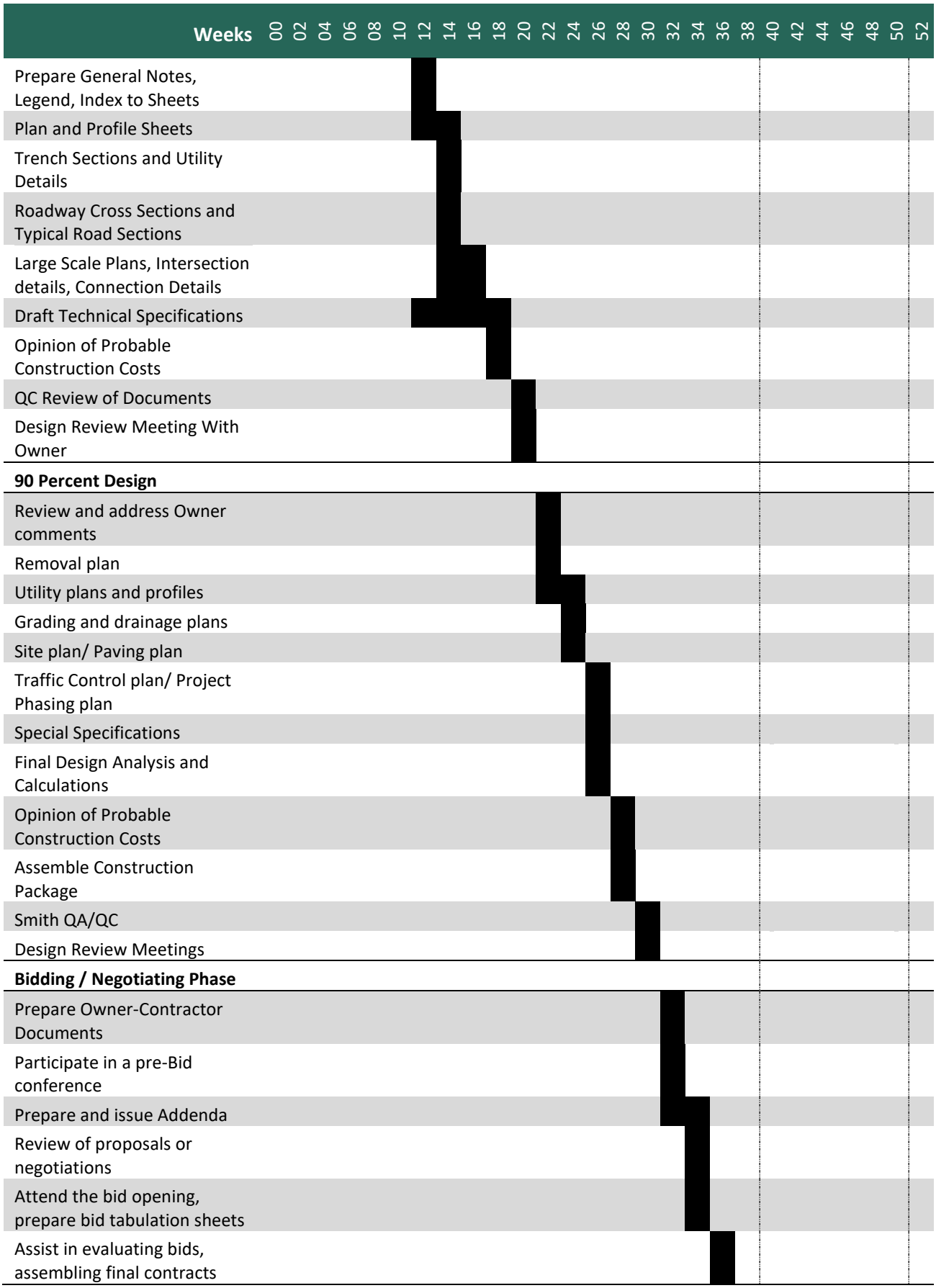
preliminary and final design phases ensure consistency with the project concept, compliance with standards, and the practicality of the construction plans.

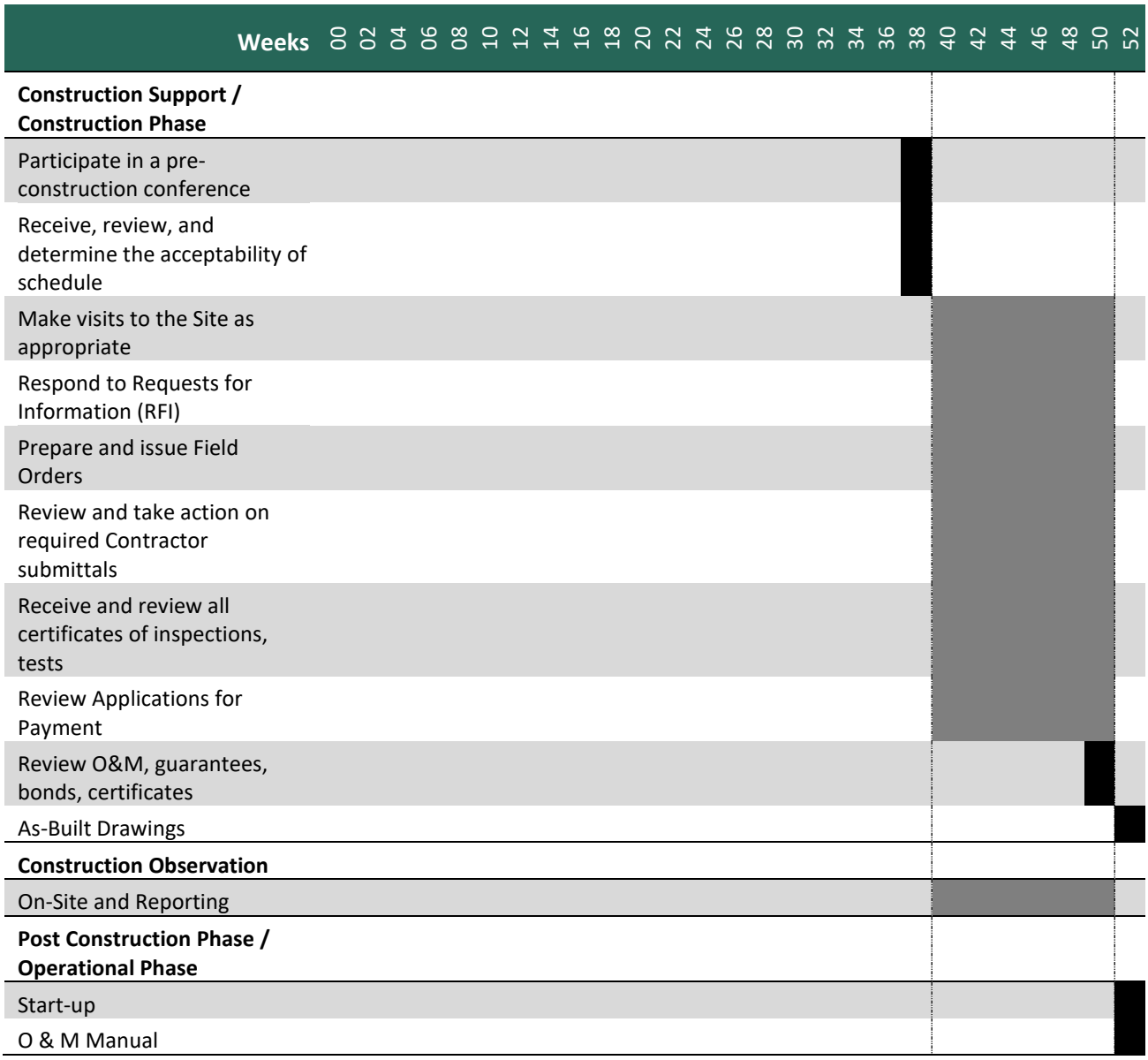
Each review is thoroughly documented in line with our Quality Assurance Plan, ensuring a clear record of our quality control measures. If requested, we are prepared to provide the City with an in-depth view of our Quality Assurance Program to demonstrate our commitment to maintaining high standards of quality.

Typical Civil Engineering Project Schedule

The schedule outlined below presents a framework of standard tasks and associated timelines. It is important to note that the specific tasks required, and their durations may vary based on the nature and intricacy of each project.




Weeks
00 02 04 06 08 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52
Prepare General Notes, Legend, Index to Sheets
Plan and Profile Sheets
Trench Sections and Utility Details
Roadway Cross Sections and Typical Road Sections
Large Scale Plans, Intersection details, Connection Details
Draft Technical Specifications
Opinion of Probable Construction Costs
QC Review of Documents
Design Review Meeting With Owner
90 Percent Design
Review and address Owner comments
Removal plan
Utility plans and profiles
Grading and drainage plans
Site plan/ Paving plan
Traffic Control plan/ Project Phasing plan
Special Specifications
Final Design Analysis and Calculations
Opinion of Probable Construction Costs
Assemble Construction Package
Smith QA/QC
Design Review Meetings
Bidding / Negotiating Phase
Prepare Owner-Contractor Documents
Participate in a pre-Bid conference
Prepare and issue Addenda
Review of proposals or negotiations
Attend the bid opening, prepare bid tabulation sheets
Assist in evaluating bids, assembling final contracts


Weeks
00 02 04 06 08 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52
Construction Support / Construction Phase
Participate in a pre-construction conference
Receive, review, and determine the acceptability of schedule
Make visits to the Site as appropriate
Respond to Requests for Information (RFI)
Prepare and issue Field Orders
Review and take action on required Contractor submittals
Receive and review all certificates of inspections, tests
Review Applications for Payment
Review O&M, guarantees, bonds, certificates
As-Built Drawings
Construction Observation
On-Site and Reporting
Post Construction Phase / Operational Phase
Start-up
O & M Manual

Qualifications and Competence

At Smith Engineering Company, we are proud to present our team's comprehensive expertise in response to the services outlined in the Request for Proposals. Our professionals bring a wealth of experience and a proven record in delivering high-quality engineering solutions across a variety of projects. Below, we detail the qualifications and competencies of our key team members who are poised to contribute significantly to the success of the projects/ task orders under this contract.

Organizational Chart

Smith Team

Transportation Facilities
Rusty Payne, PE

Storm Drains
Rusty Payne, PE

Utilities
Rusty Payne, PE

Utility Rehab
Jared Lujan, PE

Drainage Reports
Jesus Lopez, PE

FEMA Flood Studies
Brandon Cruz. EI

City of Las Cruces
Project Manager

Project Manager
Rusty Payne, PE
Las Cruces Office

QA / QC
Task Dependent

Site Development
Rusty Payne, PE

Water/ Wastewater/ Permit Assistance
Nancy Peay, PE

Construction Observation
Sam Johnson

Land Surveying
Michael Douglass, PS

Design Airport Facilities
N/A

Subconsultant

Subsurface Utility Exploration
Cobb Fendley & Associates

Rusty Payne, PE

Position: Senior Civil Engineer, Team Leader, and Project Manager

Education: B.S. in Engineering Technology, New Mexico State University

License: New Mexico Professional Engineer, 23566

Expertise: Rusty Payne leads our Las Cruces office with experience in project coordination, studies, budget development, and civil engineering design. His role as Project Manager has seen him establish project scopes, develop fee estimates, and oversee budget creation. Mr. Payne excels in supervising and coordinating design teams and has a notable record in managing project schedules in collaboration with clients, subconsultants, and contractors to ensure technical project success.

Specializations:

Transportation Engineering: Mr. Payne has led numerous transportation projects ranging from residential street maintenance to state highway reconstructions. His notable projects include the Alamogordo Scenic Drive Extension, featuring comprehensive design work on infrastructure components. His expertise extends to ADA-compliant designs.

Storm Drainage Design: As the Engineer of Record for various projects in Doña Ana County, Mr. Payne has delivered exceptional solutions for surface drainage, detention ponds, and storm drain systems, enhancing community safety and flood protection.

Utility Design: Mr. Payne's utility design experience encompasses sewer pipelines, lift stations, and water distribution systems, with projects like the Alamogordo US 70 & MLK Jr. Blvd. Waterline Replacement highlighting his capability in this area.

Site Development: With a focus on commercial and residential developments, Mr. Payne has successfully managed site planning and development projects, ensuring they meet client needs and regulatory standards.

Jared Lujan, PE

Education: M.S. in Civil Engineering, Texas Tech University; B.S. in Civil Engineering, New Mexico State University

License: New Mexico Professional Engineer, 20435

Affiliation: American Society of Civil Engineers

Expertise: Jared Lujan has distinguished himself in the field of waterline and sewer line rehabilitation, replacement, and relocations with over a decade of experience managing critical infrastructure projects. His work encompasses extensive construction administration and expertise in trenchless rehabilitation technologies, contributing to the sustainable management of water and sewer systems. He is the primary consulting project manager and engineer of record for utility rehabilitation projects for the Albuquerque Bernalillo County Water Utility Authority.

Jesus Lopez, PE

Education: B.S. in Civil Engineering, University of New Mexico

License: New Mexico Professional Engineer, 26361

Expertise: With eight years of professional experience, Jesus Lopez has excelled in project management, design, and construction management for both residential and commercial developments. His proficiency in hydrologic and hydraulic modeling, alongside comprehensive project management skills, has been instrumental in the successful completion of various public infrastructure projects. Many of his hydrologic and hydraulic projects have been in the Las Cruces and Doña Ana County area.

Nancy Peay, PE

Position: Civil Engineer, Project Manager

Education: B.S. in Civil Engineering, University of New Mexico

License: New Mexico Professional Engineer, 26788; Water Op., 19900

Affiliation: NMNSPE Board of Directors

Although the RFP did not require assistance with water/ wastewater and permit assistance, we thought it pertinent to offer Ms. Peay's services as she has assisted many of our on-call municipal clients in this manner.

Expertise: Nancy Peay brings over seven years of engineering experience in water, wastewater, and sewer system design. Her comprehensive skill set includes construction services, system permitting, and the development of engineering reports for municipalities and utility providers. Ms. Peay's involvement in significant projects, from mutual domestic collections systems to municipal wastewater treatment plant improvements, underscores her proficiency in this field.

Michael Douglass, PS

Education: B.S. in General Studies, New Mexico State University

License: New Mexico Professional Surveyor, 29182

Expertise: With over 27 years in land surveying, Mike Douglass brings an unmatched depth of knowledge in boundary determination, topographic surveys, and construction staking. His expertise is crucial in ensuring accuracy and compliance in the planning and execution of engineering projects.

Brandon Cruz, EI

Education: B.S. in Civil Engineering, University of New Mexico

Expertise: Brandon Cruz's expertise lies in hydrologic and hydraulic modeling, contributing to the design and analysis of flood control projects. His involvement in significant FEMA flood studies and drainage improvement projects demonstrates his capability in addressing complex water management challenges.

Sam Johnson

Education: A.A.S. in Civil/ Survey Technology, New Mexico State University

Expertise: Sam Johnson specializes in construction observation, offering invaluable insights and detailed reporting on a range of projects from infrastructure improvements to site development. His diverse project experience ensures adherence to design specifications and project timelines.

Cobb Fendley & Associates

Subconsultant Subsurface Utility Exploration (SUE)

Christopher Almy, PE

calmy@cobbfendley.com, 575-650-0649

Mr. Almy is a Senior Project Manager and Senior Associate for Cobb Fendley. He has experience on both the civil engineering side and managing subsurface utility engineering (SUE) activities. Cobb Fendley & Associates (CFA) provides SUE services for leading private and public sector clients including utility companies and various municipalities. The firm has collaborated with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays.

Our team at Smith Engineering Company is committed to delivering excellence and innovation in every project we undertake. With our extensive qualifications and dedication to client satisfaction, we are confident in our ability to meet and exceed the expectations of the City of Las Cruces.

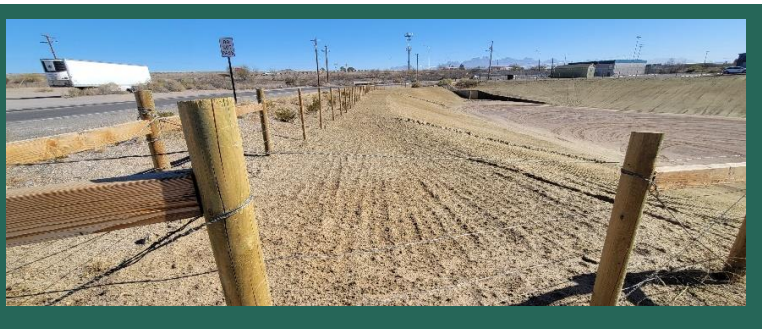
Performance of Smith Engineering Company

Smith Engineering has maintained an ongoing collaborative relationship with various municipalities in New Mexico, serving on an on-call basis for numerous projects over the years. In the following section, we detail three references most relevant to the prospective contract with the City of Las Cruces. For each, we provide the contact information of a reference individual and tasks undertaken by the proposed team that align closely with the scope of work anticipated for the City. Each team member named in this proposal took on roles such as manager, designer, surveyor, or observer in numerous outlined tasks.

Doña Ana County Flood Commission

Michael Garza PE, CFM, Engineer Supervisor

michaelg@donaanacounty.org, 575-525-5553



- Mesquite Drainage Master Plan
- Vado Channel Improvements
- El Camino Real/ Doña Ana School Road Intersection Improvements
- Hatch Dam Flood Control Boundary and Water Line Easement
- Abeyta Pond
- Elks Pond
- Elks Channel
- Mendez Street Drainage Improvements
- Paloma Street Drainage Improvements
- Doña Ana County Hatch Waterline Construction Phase Services
- Datil Pond
- La Union Street and Drainage Improvement Conceptual Design
- Abeyta Pond

City of Alamogordo

Dave Nunnelley, Utilities Director

dnunnelley@ci.alamogordo.nm.us,
575-489-2274

- Mckinley Channel Phase 8 Utility Relocation
- Scenic Drive Extension to Mesa Verde Ranch Road
- Pivot Transmission Line Replacement
- Washington Avenue Drainage Improvements
- Street Maintenance Program FY 2018
- Alta Vista Compliance Improvements
- Technical Standards Update
- Street Maintenance Project FY21
- Well Transmission Line Completion-Phase 1
- ADA Compliant Sidewalk Improvements
- Canal Street Sewer Replacement
- Desert Lakes Road Drainage Study
- Well Transmission Line Completion-Phase II
- FY21 Street Maintenance Program-Ridgecrest Drive
- U.S. 70 & MLK Jr. Blvd Water Line Replacement
- Desert Lakes Road Drainage Project
- New York Avenue (8th-10th St.) Water and Sanitary Sewer Replacement
- Technical Standards Update
- Pavement Patching On-Call
- FY21 Street Maintenance Program Oregon Avenue - Plan Update
- Well Transmission Line Completion - Phase 1 Additional Services
- Granda Hills Waterline Replacement

Albuquerque Bernalillo County Water Utility Authority

David Laughlin, PE, Division Manager – Centralized Engineering, Planning & Engineering

dlaughlin@abcwua.org, 505-289-3035

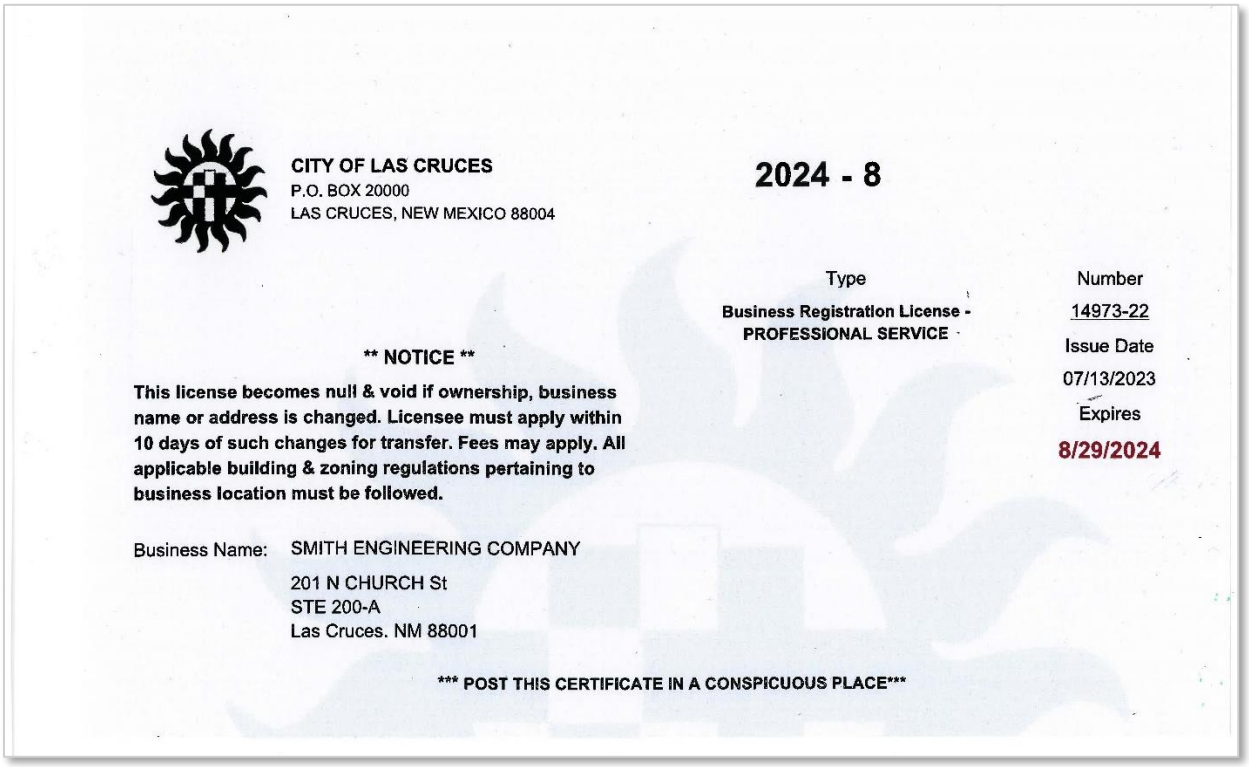
- Sanitary Sewer Replacement Near Yes Housing Resident Project Representative
- San Diego & Barstow Water and Sewer Extension (pictured above)
- Large Diameter Valve Replace & Pipe Condition Assessment Phase 2 Design
- Small Diameter Sewer and Water Asset Management Plan Update 2017
- As Built Drawing Production Sanitary Sewer
- Chavez Road Grit Chamber Valve Replacement
- Atrisco Waterline Replacement
- Transmission Line Abandonment
- Barcelona Water and Sanitary Sewer Relocations
- Paseo del Norte and Louisiana Sanitary Sewer Assessment and Rehab
- Waterline Lowering at Alameda Drain
- Barcelona Water and Sanitary Sewer Relocations Phase 2
- Large Diameter Valve Replacement Ph 2 - Construction Services
- Chavez Rd Grit Chamber Valve Replacement - Construction Services
- Sanitary Sewer Interceptor Rehab at University-Avenida Cesar Chavez-Design
- Sunport Blvd Extension Water & Sewer Relocations
- Rio Grande/ Candelaria Waterline Relocation
- 12th St. and Menaul Waterline Improvements (Engineering)
- FY20-1 Steel Waterline Construction Phase
- Atrisco Waterline Rehabilitation Construction Phase Services
- FY20-1 Interceptor Rehabilitation - Construction Phase Services
- Asset Evaluation and Record/ Facility Drawing Assistance
- Miles Road Waterline Replacement Design
- Miscellaneous Construction Observation & Training
- Griegos Transmission Line CAV Rehab
- FY20 Small Diameter Sanitary Sewer Rehabilitation Construction Phase
- Quaker Heights Water and Sewer Design
- Skyview & Lomas Verde Large Diameter Valve Replacement
- FY21 Small Diameter Sanitary Sewer Rehabilitation Design
- Barcelona Phase III Water & Sewer Relocation Design
- Central Ave. Sanitary Sewer Rehab & Redirect Design
- Four Hills and Cuatro Cerros Prv Replacement
- Linear Asset Management Plan Model Operation & Maintenance
- Sanitary Sewer Manhole Asset Management Plan

- Kirtland Interceptor Rehab Design
- Mountain View Conflict Analysis
- Atrisco Vista Fm Cleanout Adjustment Design
- Research Park & 400 Block Prospect Ave Waterline Replacement - Expedited Design
- Westside Interceptor Emergency Response Plan and Conceptual Rehab Design
- San Pedro Dr from Carmel Ave to Alameda Blvd Conflict Analysis
- Simms, Solano, Eastern and 4th Street Alley Steel Waterline Replacement Design
- Southside Wastewater Reclamation Plant Construction Observation
- FY24 Small Diameter Sanitary Sewer Rehab Design
- Isleta Blvd Griegos Rd Sanitary Sewer Rehab Design
- 4th Street Diet Alameda to Paseo Conflict Analysis
- CSI Format Specification Review

Conclusion

In conclusion, Smith Engineering Company remains steadfast in our mission to engineer infrastructure in our communities. Our vision is clear—to deliver high-quality, creative, and value-driven engineering solutions through close collaboration with our staff and clients. We are dedicated to building upon our values of family, service, and integrity, ensuring that each project contributes to the well-being of the communities we serve. By entrusting us with the City of Las Cruces's municipal infrastructure needs, you are partnering with a team committed to the City's vision (community, cultural diversity, natural amenities, quality of life). We will bring our expertise and passion for engineering to every task, working towards shared goals of community enhancement and sustainable development. We appreciate the opportunity to present our proposal and eagerly await the chance to contribute to the City's future.

City of Las Cruces Business Registration



CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 8

Type
Business Registration License - PROFESSIONAL SERVICE

Number
14973-22
Issue Date
07/13/2023
Expires
8/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: SMITH ENGINEERING COMPANY
201 N CHURCH St
STE 200-A
Las Cruces. NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SMITH ENGINEERING COMPANY**

DBA: **SMITH ENGINEERING COMPANY**
PO BOX 2565
ROSWELL, NM 88202-2565

Expires: **12-Oct-2026**

Certificate Number:

L1206807152

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Current Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2023

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).

PRODUCER Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: ehughes@cressinsurance.com
INSURED SMITENG-01 Smith Engineering Company 2201 San Pedro NE Bldg 4 #200 Albuquerque NM 87110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : AXA Insurance Company — 33022 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1259996298 **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	X COMMERCIAL GENERAL LIABILITY			7012474535	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7011508393	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6074649276	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6025591459	10/1/2023	10/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			DPR5018723	10/1/2023	10/1/2024	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Smith Engineering Company
2201 San Pedro Dr NE Bldg 4
Albuquerque NM 87110
USA

CANCELLATION

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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ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Smith Engineering Company (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

SMITH ENGINEERING COMPANY

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "K"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Stantec Consulting Services, Inc., of 370 Interlocken Blvd, Ste 100, Broomfield, CO, 80021, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Stantec Consulting Services, Inc. 370 Interlocken Blvd, Ste 100 Broomfield, CO 80021 ATTENTION: Gabby Contreras Apodaca

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

STANTEC CONSULTING SERVICES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services

(NOTE: This form shall not to be modified in any way)

Consulting Firm Stantec Consulting Services Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 282
2	Project Engineer/Project Manager	$ 248
3	Senior Engineer	$ 248
4	Design Engineer	$ 220
5	Engineer Intern	$ 175
6	Engineering Technician	$ 175
7	Drafting Technician	$ 163
8	Survey Crew**	$ 193 - 2-Man Field Party 252 - 3-Man Field Party 354 - 4-Man Field Party
9	Construction Inspector/Observer	$ 163
10	Administrative/Clerical	$ 157
11	Field Testing and Investigations	$ Case by Case Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .06
16	Color Copies (per copy)	$ .19
17	Prints 24x36 (per sheet)	$ 2.43
18	Mylars 24x36 (per sheet)	$ 3.01
19	Photo Quality Plots (per plot)	$ 5.84
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Stantec

STANTEC CONSULTING SERVICES INC.

3831 E LOHMAN AVENUE, SUITE 200
LAS CRUCES, NEW MEXICO 88011-8447

REQUEST FOR PROPOSAL–RFP NO: 23-24-050

Civil Engineering Services

Technical Proposal

SUBMITTED TO: CITY OF LAS CRUCES

SUBMITTED BY: STANTEC CONSULTING SERVICES INC.

SUBMITTAL DATE: FEBRUARY 27, 2024

INDEX/TABLE OF CONTENTS

Index/Table of Contents i

RFP Compliance Declaration ii

Transmittal Letter v

Technical Approach 1

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES 1

B. MAJOR TASKS AND
C. DETAILED STATEMENT OF SERVICES UNDER EACH TASK 2

D. TYPICAL PROJECT SCHEDULE/TIMELINE 5

Qualifications/Competence 6

A. PROJECT TEAM 6

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS 11

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK 11

D. NEW MEXICO REGISTRATION 11

Performance of Firm 12

RFP Compliance Declaration

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 and 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Stantec Consulting Services Inc

3831 E Lohman Avenue, Suite 200

Las Cruces, NM 88011-8447

GC Apodaca
Authorized Signature
Gabby Contreras Apodaca
Typed or Printed Name
Principal-in-Charge
Title
gabby.contreras-apodaca@stantec.com
Email Address

Telephone number (575) 524-2007 Fax number N/A

NM Tax & Revenue Dept. CRS # L0794536048

Current NM Secretary of State Business ID # 4237467 (corporations only)

Current CLC Business Registration # 17418-23 (respondents located in Las Cruces only)

Federal I.D. number 11-2167170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **STANTEC CONSULTING SERVICES, INC.**

DBA: **STANTEC CONSULTING SERVICES, INC.**
6100 SEAGULL ST NE STE 102B
ALBUQUERQUE, NM 87109-2500

Expires: **31-Oct-2025**

Certificate Number:

L0794536048

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 8

Type
Business Registration License - PROFESSIONAL SERVICE

Number
17418-23

Issue Date
08/29/2023

Expires
8/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Stantec Consulting Services, Inc.

3831 E LOHMAN Ave
STE 200
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Transmittal Letter

RFP No: 23-24-050
Civil Engineering Services

City of Las Cruces
700 N. Main
Las Cruces, NM 88001

Stantec Consulting Services Inc.
3831 E Lohman Avenue, Suite 200
Las Cruces, NM 88011-8447

Stantec is appropriately licensed in accordance with the laws of the State of New Mexico through the New Mexico Regulation and Licensing Department to provide engineering services in New Mexico. The principal-in-charge will be Gabby Contreras Apodaca, NMPE #16316.

Dear Members of the Selection Committee,

Our local Las Cruces employees are pleased to provide this proposal to the City of Las Cruces (City) for on-call civil engineering services. We have experienced the challenges that the City has experienced from rapid growth due to being an affordable retirement destination as well as a college town.

Local Experience. We are focused on the success of the City and hope to become a trusted partner with you. Stantec has been in New Mexico for more than 45 years and Las Cruces for 27 years. Our team members live in this city and have developed a strong team who has collaborated and worked with federal, state, and local agencies. They've designed transportation facilities, storm drain systems, utility infrastructure, site development, and airport facilties; conducted subsurface utility exploration, civil engineering related investigations and studies, construction contract administration, land surveying; and prepare drainage reports. Additionally, we can provide expert witnesses, design and construction project managers, and construction inspectors.

The Stantec Difference. As a company of more than 28,000 employees, you will have access to some of the best civil engineers, construction managers, grant writers, planners, utility coordinators, quality assurance, and constructability reviewers. We are defined by more than our services. We care about the City's current and future infrastructure needs because this is our city. Our experience, as well as our understanding of processes and requirements, emphasizes Stantec's innovative spirit and our dedicated pursuit of not only what is current, but also what is best for your future needs. With long-term commitment to the people and places we serve, our local presences allows Stantec to connect on a personal level and advance the quality of life in Las Cruces.

If selected, we will use the Las Cruces Comprehensive Plan, "Elevate Las Cruces" as well as resolutions and staff input to help us support you.

Thank you for your consideration. Gene Paulk will be your primary contact and is available if you have questions or need more information.

Sincerely,

Stantec Consulting Services Inc.

Gabby Contreras Apodaca, PE
Principal-in-Charge
575-520-9171
gabby.contreras-apodaca@stantec.com

Gene Paulk
Project Manager
575-587-3743
gene.paulk@stantec.com

EVALUATION CRITERIA NO. 1

Technical Approach

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES

We will provide a client service manager (CSM), **Gene Paulk**, as the primary point of contact. He will be in frequent contact with you to make sure that our project teams are responsive and providing services that meet the City's needs and expectations.

The principal-in-charge (PIC), **Gabby Contreras-Apodaca** will have the authority to make contractual and other decisions on behalf of Stantec. She will be involved upfront in the development and approval of task orders and will remain engaged in each project.

Depending on the type of project, a project manager will be assigned to each project. Clear and effective communication with the City is critical for project success. **We will conduct bi-weekly or monthly project meetings with the City, and others as needed, to discuss status, concerns, upcoming critical milestones, and other project issues.** Internal project team meetings are held every week on major projects. All meetings are recorded, and minutes are distributed following the meetings.

To assure a high-quality product, in accordance with our ISO certification, all deliverables require three steps of review and approval before submittal to the City including:

- Quality control by the task leader
- Quality assurance by the engineer of record (project technical leader)
- An independent peer review

Stantec's proposed approach and process that we generally follow is described below. The process will vary with certain types of projects and/or funding. For example, federally funded transportation projects will generally require a Phase A/B/C Location Study with considerable public involvement. The typical state or locally funded project would be accomplished as follows:

Request for Proposal: Would generally flow from the City to Stantec's CSM. The CSM would then confer with the PIC and a team would be assigned. The CSM and project manager will then confer with the City to make sure that we fully understand the City's project scope, objectives, and requirements for the project.

Proposal and Task Order: The project manager will develop a detailed scope of work and fee proposals with a breakdown of tasks, including team members performing the tasks, and hours to complete each task at the applicable hourly billing rate. A detailed project schedule and a task order will also be prepared. After the proposal is reviewed by an independent reviewer, it is approved by the PIC and then submitted to the City for consideration and negotiation.

Project Kick-Off: Upon receipt of the notice to proceed, we will conduct a project kick-off meeting with the project team, including any subconsultants, and applicable City representatives. The scope of the project, client expectations and requirements, roles and responsibilities, project schedule, plan for deliverables, and documentation requirements will be discussed; and a site review will be conducted.

Design Analysis Report (DAR): Existing conditions are investigated and analyzed during this stage which, depending on the type of project, may include geotechnical and soils, traffic and safety, hydrology and hydraulics, utilities, right-of-way and land ownership, environmental, social, and cultural resources, physical condition of facilities and other conditions that will affect the design and show the purpose and need for the project. If not previously performed, alternatives will be identified and evaluated for determination of the most cost-effective solution on a life-cycle cost basis that will best meet the purpose and need for the project. Findings and recommendations are made in a DAR and presented to the City for review and approval. The DAR is updated with each stage of the design.

Project Design: We will design and develop plan drawings in three stages. Each stage will progress upon receipt of written approval from the City for the previous stage:

- Topographic surveying and mapping as needed.
- Preliminary Design Submittal (approximately 30%)–Develop preliminary plan drawings establishing line and grade, define right-of-way and permitting needs and conduct utility coordination meeting, develop construction cost estimate, update overall project schedule, submit drawings, and conduct review meeting with City and applicable agencies.
- Pre-Final Design Submittal (Approximately 60%)–Develop pre-final design drawings, incorporating comments from the preliminary design stage and refine preliminary plans. Incorporate other drawings, such as traffic control plans, TESCM plans, quantity schedules, etc. to provide all drawings that are necessary for the project, update construction estimate, overall project schedule, submit plans to utility companies and coordinate and conduct meeting, and submit plan drawings and permits to City and applicable agencies. SUE may be needed during this stage to delineate and locate underground utilities, and if right-of-way is required, mapping begins in this stage.
- Final Design Submittal (Plans, Specifications, and Estimate) and Bid Package–Refine pre-final drawings and incorporate comments from pre-final design review and develop technical specifications as needed, update construction estimate, and construction schedule, submit plans to utility companies and coordinate and conduct meeting, submit drawings, bid documents, technical specifications, and construction estimate and conduct final review with the City and applicable agencies. If right-of-way acquisition is required, it begins in this stage.

Bidding: Advertise for construction bids, conduct pre-bid meeting, prepare, and distribute addenda as needed, attend bid opening, tabulate, and assist City in evaluating bids, advise the City as to acceptability of subcontractors and suppliers and prepare a recommendation of award letter.

Construction Administration & Observation: Complete executed construction contract documents, coordinate and conduct preconstruction conference, log, review and approve the contractor's submittals, make field visits during construction, and provide interpretations of the contract documents as needed, coordinate, and prepare change orders as needed (if requested), review and approve the contractor's pay applications (if requested), and conduct weekly meetings with the City and the Contractor. Stantec will also provide a full-time or part-time construction representative if requested.

B. MAJOR TASKS AND C. DETAILED STATEMENT OF SERVICES UNDER EACH TASK

Design of Transportation Facilities, Storm Drain, Utilities

Our New Mexico design team has completed hundreds of municipal, county, state, and federal projects ranging from less than $50,000 to more than $20M. We have extensive expertise in all facets of engineering design.

During the development of a project, we will consider different design stages and reviews and submit for your approval. The number of reviews may differ depending on the phase and milestones. These are established at the onset of the project during scoping and kickoff. The first review milestone will typically be the preliminary design, corresponding to 30% of project completion. During this period, a conceptual design and selection of potential alternatives will be performed. We will prepare conceptual plans and a conceptual cost estimate upon completion of this design stage.

The second design stage is equivalent to 60% project completion. The design of the selected alternative will be carried out in this stage. The comments received during the 30% submittal will be incorporated, and an updated cost estimate will be prepared.

The third design stage is the final design stage, which corresponds to a 90% submittal. At this stage, comments on the 60% submittal are addressed, and drawings, specifications, and a cost estimate are essentially complete.

The final submittal includes engineer-stamped and signed plans, technical specifications, and an opinion of probable construction cost (OPCC). The number of plan sheets, and specifications prepared and delivered to the client will depend on the project. However, we will work with you to verify any plans and specifications meet your current standards and are produced in the required media and time frame.

Site Development

Our civil engineers consider factors such as roadway and parking lot slopes, building pad elevations, and surface water flow when designing sites. The existing grade of the site is assessed early on to facilitate proper site development and cost-effective construction. We will work within the City's development standards to design municipal sites that meet local code, are ADA compliant, reduce construction costs, and enhance the site.

We have experience designing everything from small pocket parks to community centers and professional soccer stadiums. Regardless of size and scope, we are ready to deliver for the City.

Conducting All Necessary Investigations/Studies

We know delivering almost any project will come with challenges. Our approach to planning heads off most problems from the start by providing early warnings for potential course correction needs. We're passionate about creating a sense of certainty from the beginning, so you can meet your objectives with confidence and without crisis.

Stantec frequently prepares Preliminary Engineering Reports (PERs) for New Mexico communities since most funding agencies either require them or score clients better, therefore increasing chances of obtaining funding. A PER evaluates current conditions affecting the project, investigate potential alternatives, develop OPCCs, include schematic layouts for the selected alternatives, and analyze lifecycle costs, operating costs, utility rates, and local population trends as applicable. We prepare our PERs in accordance with US Department of Agriculture (USDA) standards as such standards are accepted by all federal and state funding agencies.

In addition to PERs, we prepare feasibility studies, asset management plans, comprehensive plans, 40-year water plans, conservation plans, rate studies, and master plans for our clients, depending on our client's specific needs. Often, when a community already has funding available for planning and design services, a feasibility study can be performed saving the community some upfront costs by not having to prepare a full-blown PER. We work closely with our clients to understand the problems experienced, both past and foreseen future. We also work with our clients to understand desired solutions and to provide additional alternatives the client may not have considered. It is important that we understand our client's financial status and the funding the intend to pursue so we can tailor the planning document to their precise needs.

Funding and schedule are major considerations and are addressed in the planning phase where design approach, preliminary estimates, and phasing opportunities are developed and reviewed. Often, planning workshops are held to establish project requirements, build upon previous discussions, gather stakeholder input and City user preferences, discuss issues already identified, fill data gaps, and review design concept models and cost analyses.

We are committed to bringing expertise, passion, and a collaborative spirit to the City's planning projects and wish to contribute to successful planning that impacts infrastructure for decades to come.

Subsurface Utility Exploration (SUE)

T2 Utility Engineers will lead SUE for our team. Once a task or project is assigned, Gene Paulk, our project manager, will discuss the scope with our sub-consultant and PDE to determine the degree of Utility Conflict Analysis (SUE level) needed. We will follow the NMDOT SUE process (Levels D through Level A) for a given project.

- Quality Level D: Information gathered solely from existing utility records.
- Quality Level C: Involves surveying visible, above-ground utility facilities and correlating this information with existing utility records.
- Quality Level B: Uses surface geophysical techniques to determine the existing and horizontal position of underground utilities. Methods may include electromagnetic, magnetic, or elastic wave methods. This is referred to as designating.
- Quality Level A: Provides the highest level of accuracy and involves the full use of SUE Services. It provides information for the precise plan and profile mapping of underground utilities through non-destructive exposure of underground utilities. Type, size, condition, material, and other features of the underground utilities are determined. Locating involves full use of SUE services to accurately depict underground utilities. T2 will also lead the utility coordination efforts for this project.

Construction Contract Administration

Stantec assists clients during the bidding phase by advertising for construction bids, conducting pre-bid meetings, preparing and distributing addenda as needed, attending bid openings, tabulating and evaluating received bids, advising the City as to acceptability of subcontractors and suppliers, and preparing recommendation of award letters.

Land Surveying Activities

Surveying is the science of collecting, analyzing, displaying, and managing spatial information. The art is in interpreting this information for legal matters of land definition or to support mapping, design, and construction activities. Addressing unique aspects of each project, our experts offer survey services that include boundary and cadastral surveys, topographic mapping, construction staking, residential builder layout, ALTA/ACSM surveys, 3D laser scanning, geodetic and control surveys, route surveys, as-built surveys, aerial photogrammetric mapping, water rights surveys,

hydrographic/bathymetric mapping, and SUE.

Our survey team also performs property surveys and develops easement and ROW mapping. We have completed plats with legal descriptions for the acquisition of ROW and/or easements and, for larger projects, and ROW mapping together with title searches. We also have a ROW acquisition team that provides acquisition services to clients.

Our in-house survey team can perform all the services outlined within the RFP and will occasionally team with surveying subconsultants when needed, depending on availability and cost. We want to provide the City with the best product and price available.

Drainage Reports and FEMA Flood Studies

Stantec's storm water and drainage related services encompass a wide range of expertise and knowledge, including floodplain delineations, flood control design, bridge hydraulic design, drainage infrastructure design, watershed hydrology, sediment transport analysis, drainage design manuals, training programs, alluvial fan analysis, storm water management studies, computer modeling, and drainage master plans. We work regularly with FEMA on CLOMR/LOMR projects for communities. Our services also incorporate critical inclusion of client and stakeholder input through public participation. In addition, our team has experience developing regulatory and management solutions versus structural alternatives. Projects often include multi-objective components, such as open space habitat and recreation. Public education concerning the multi-objective benefits that water resources play in a community is a key component of our approach and assists our clients by gaining broad-based support for their initiatives.

Design of Airport Facilities

From roadways and runways to full hangar and terminal design, our thorough understanding of airport operations drives us to create facilities that are more efficient and safer than ever before. Our work includes airside, landside, and architecture services at both regional and international airports, such as Phoenix Sky Harbor International Airport. Stantec's US West Airport group includes more than 25 professionals who have been providing architecture and engineering services to airports across the southwest for more than 30 years. Our aviation team includes architects, engineers, water professionals, construction managers and inspectors, environmental professionals, and individuals with decades of experience working and coordinating with the Federal Aviation Administration (FAA), a variety of airport sponsors, and key airport stakeholders.

Expert Witness in a Judicial and/or Quasi-Judicial Setting

We understand that there may come a time when you need specialized knowledge in specific engineering areas from neutral and impartial servants. Our team includes skilled experts in every field of engineering who can help others understand technical information, present substantiated, unbiased evidence, and provide credible conclusions.

Project Management

Stantec implements a Project Management (PM) Framework that outlines the mandatory tasks for all our projects, including on-call task orders. The scalable PM Framework brings a pragmatic and disciplined approach to project delivery. It includes:

- Critical Path Method (CPM) Scheduling: We'll develop a CPM schedule outlining the project's major activities and related durations. We use MS Project as our primary scheduling software.
- Budget Control: Our enterprise software application allows management of project design expenditures through close monitoring and earned value analysis reporting. We draw on our extensive project knowledge to provide early project scoping costs, updates, and final construction estimates.
- Quality Assurance/Quality Control (QA/QC): With our comprehensive quality program, we deliver final services that have been through detailed review, thereby limiting errors and omissions to provide you with high-quality products.
- Value-Added Services: Because we have experts and experience in a diverse range of projects, we bring our knowledge of various construction options to designing a project that will best meet your needs.

Construction Inspection

Construction inspection is essential for the success of all projects in the construction phase. Experience shows that proper construction observation saves time and money, reduces construction related problems, and is the key to a quality project. Stantec's team has vast experience in working with contractors, associations, utilities, homeowners, and funding agencies during construction. We have New Mexico Department of Transportation and municipal trained staff for construction management and observation with a wide variety of backgrounds to review submittals, track pay applications, and to work directly in the field with City officials and contractors.

We can provide observation services from full to part-time as needed by the City and tailor our services to fit the City's specific needs and

budget. Our team of construction observers are experienced in construction oversight and communication with project teams and will work closely with your staff to provide technical support during the construction phase of the project. We anticipate potential construction problems and prevent them before they occur.

During the pre-construction meeting, the frequency of construction meetings between the client, our team, affected utility companies, and the contractor will be determined. While construction is ongoing, plans for the upcoming work period and any issues of concern are discussed and resolved at periodic meetings. If problems do occur, we seek a timely resolution and involve the project technical lead and the client as soon as the problem is known.

If called upon, we have the capacity and capability to provide construction staking, materials testing, pay estimate processing, shop drawing reviews, and funding/review agency coordination.

After completing construction, we will coordinate and conduct a final inspection, obtain contract closeout documents, coordinate record drawings, and assess the final funding balance. We will tailor our services to provide what you need during the construction phase.

D. TYPICAL PROJECT SCHEDULE/TIMELINE

Schedule control begins with the development of the project plan, which includes scope of work and fee proposal development. We prepare a detailed and realistic breakdown of all the tasks to be performed, reviews and approvals that must be obtained, and coordination that must occur. Identifying and using the critical path method, we determine when each task must be finished and consider the amount of time it will take, and when it must begin. If a project begins to fall behind schedule because of a reason we have control over, we will add additional resources or put in the extra time needed to get the project back on track. We review the schedule during internal design team meetings and again with regularly scheduled status meetings with the owner.

Working closely with public and private entities early in the design stage is crucial to identifying constraints and refining the relative infrastructure locations to mitigate the issues that can lead to delays and cost overruns. We will take the following actions to effectively manage the schedule for the life of the project:

- Provide an updated schedule during progress meetings with the City and at project milestones (i.e., planning, 30%, 60%, 90%, etc.).
- The schedule will be efficiently executed, monitored, and updated weekly by the project manager to provide real time evaluation and adjustments as required and verify project goals are being met.
- Engage with the City, adjacent property owners, utilities, and other entities to identify issues that could lead to design and construction delays and cost overruns.
- Document and track potential risks in a Risk Management Log along with mitigation measures to avoid delays and overruns.
- Review the Risk Management Log with the City during monthly progress meetings so the City is aware of the project risks and agrees with any mitigation measures.

Below is an example of a typical project schedule based on general phases of work.

Notice to Proceed → **Project Closeout**

Planning/Programming
- Project Identified
- Scoping

Development/Design
- Scoping
- Design Stages
- Clearances (Environmental/SHPO, ITS, Railroad, Utilities, ROW)
- Bid Support

Construction
- Award Support
- Construction and Oversight
- Materials Sampling and Testing

Closeout
- Project Closeout
- Monitoring

EVALUATION CRITERIA NO. 2

Qualifications/Competence

A. PROJECT TEAM

CITY OF LAS CRUCES

PRINCIPAL-IN-CHARGE
GABBY C-APODACA, PE

CLIENT SERVICES MANAGER
GENE PAULK, PE

QA/QC
DAVE MAXWELL, PE

PROJECT MANAGER
TRENT DOOLITTLE, PE

TECHNICAL SERVICES

TRANSPORTATION FACILITIES
TRENT DOOLITTLE, PE

STORM DRAIN
ZACH WHITTEN, PE
NATHAN FORD, PE

UTILITIES
GENE PAULK, PE

SITE DEVELOPMENT
COLLEEN RUIZ, PE

INVESTIGATIONS/STUDIES
GABBY C.-APODACA, PE

SUE
T2 UTILITIES

CONSTRUCTION CONTRACT ADMINISTRATION
SHANTI CEANE, PE

SURVEYING
GERARDO TORRES, PLS

DRAINAGE/FEMA
LISA LAUVER

AIRPORT FACILITIES
MIKE SMEJKL

CONSTRUCTION INSPECTION
SHANTI CEANE, PE

ENVIRONMENTAL
ECOSPHERE ENVIRONMENTAL SERVICES

Our team is truly local and are responsive. Our project team grew up here and continues to live here. They are responsive because projects under this contract effect the community they live in and care about.

The depth and expertise within our local, responsive team will allow them to help you plan for your future and community.

In addition, our team has access to global resources and subject matter experts within Stantec that they can pull in at any time depending on your needs.

KEY STAFF	ROLE	YEARS OF EXPERIENCE	SCOPE OF WORK TASKS: DESIGN OF TRANSPORTATION FACILITIES	DESIGN OF STORM DRAIN	DESIGN OF UTILITIES	SITE DEVELOPMENT	INVESTIGATIONS/STUDIES	SUE	CONSTRUCTION CONTRACT ADMINISTRATION	SURVEYING	DRAINAGE REPORTS AND FEMA FLOOD STUDIES	AIRPORT FACILITIES	EXPERT WITNESS	PROJECT MANAGEMENT	CONSTRUCTION INSPECTION
Gabby C-Apodaca, PE	Principal-in-Charge	31	●	●	●	●	●		●				●	●	
Dave Maxwell, PE	QA/QC Manager	47	●	●	●	●	●	●	●	●	●	●	●	●	●
Frank Guzman, PE	Design and Construction	35					●		●				●		
Gene Paulk, PE	Client Services Manager	27	●	●	●	●		●	●			●	●	●	●
Trent Doolittle, PE	Project Manager	26					●	●	●				●	●	●
Clay Koontz, PE, PTOE	Technical Lead; Traffic & Lighting	27	●			●	●						●	●	
Mike Smejkl	Airport Design Engineer	24										●	●		
Mark Koester	Airport Design Engineer	45										●	●		
Zach Whitten, PE	Drainage Engineer	17		●							●		●		
Lisa Lauver	Drainage Engineer	23		●							●		●		
Nathan Ford, PE	Drainage Engineer	24		●									●		
Gerardo Torres, PLS	Survey	18								●			●		
Shanti Ceane, PE	Construction Inspection	22							●				●		●
Colleen Ruiz	Site Development Engineer	27				●							●		

GABBY APODACA, PE (NM # 16316)

Role: Principal-in-Charge
Experience: 31 years **Availability:** 20%

Gabby, an NMSU graduate, spent 26 years working with NMDOT. She understands the intricate details of working on transportation infrastructure in New Mexico. Her time with NMDOT was comprised of various roles with Districts 1 and 2. Within her role as manager at the South Region Design Center she managed Statewide Transportation Improvement Program (STIP) projects for NMDOT and local governments while working closely with the Federal Highway Administration (FHWA) to achieve federal compliance and assuring that Federal funds were spent and forecasted.

GENE PAULK, PE (NM #15573)

Role: Client Services Manager
Experience: 27 years **Availability:** 30%

Gene, an NMSU graduate, brings experience in transportation engineering, including planning, budget allocation, and project and personnel management. He has extensive experience working with NMDOT and local government municipalities including City of Deming and City of Las Cruces. This experience has given Gene a deep understanding of the standard processes, challenges, and needs associated with municipal on-call contacts. As a lifelong resident of the New Mexico, he's worked throughout the southwest and is dedicated to the safety and development of transportation infrastructure within the state.

DAVE MAXWELL, PE (NM # 8768)

Role: QA/QC
Experience: 47 years **Availability:** 15%

Dave has been working in the consulting engineering business for more than forty-five years and has extensive experience on public works projects covering most aspects of this contract. His experience includes project management, design, and construction management for roadways, drainage infrastructure and studies, water systems, sanitary sewer, storm sewer, transportation, traffic signalization, recreational trails and related improvements with construction costs ranging from less than $100,000 to more than $60 million. Since 1988, Dave has managed several urban and rural projects for local government municipalities. He is included in this proposal because he is focused on our clients and has a deep commitment to providing a high level of service.

TRENT DOOLITTLE, PE (NM # 16017)

Role: Project Manager
Experience: 26 years **Availability:** 30%

Trent brings a long history of NMDOT experience. After starting as a construction project engineer, Trent advanced to assistant district engineer and district engineer before moving up to deputy secretary of operations, where upon retirement, he joined Stantec. He is highly skilled in program management, problem solving, team building, and people management. Trent provided executive level leadership and was responsible for the oversight and management of twelve hundred employees and an operating budget topping one billion dollars. This history gives him an in-depth understanding of NMDOT's standards and practices. At Stantec, his focus includes project management in New Mexico, Arizona, and California on projects such as high-speed rail, international ports of entry, and transportation infrastructure improvements.

COLLEEN RUIZ, PE (NM#16240)

Role: Site Development
Experience: 27 years **Availability:** 10%

Colleen, an NMSU graduate, sees opportunity in Las Cruces — an opportunity to help the community build strong, sustainable infrastructure while respecting history and planning for the future. She understands the funding mechanisms and processes within the state to help match community contributions for big changes. With more than two decades of engineering design experience working on multi-disciplinary projects across New Mexico, and beyond, she has a knack for empowering communities to realize their potential and works with stakeholders to make sure all voices are heard. As the sector leader for New Mexico's community development group, Colleen works with project teams to set clear objectives, staffing, project needs, schedules, and expectations. She has worked with a wide variety of clients including municipalities, military facilities, major technology companies, and developers across the Southwestern US to design their visions.

CLAY KOONTZ, PE (NM # 14493)

Role: Traffic & Lighting Lead
Experience: 27 years **Availability:** 20%

Clay, an NMSU graduate, is a transportation, traffic, and highway safety engineer with consulting experience in New Mexico. He has a wide variety of traffic engineering experience in all areas of the state. Clay has served as traffic engineer on small and large, municipal and NMDOT projects. Such projects have included traffic operations, planning, public involvement, traffic data collection, traffic signalization, and roadway lighting. He has specialized experience as highway safety engineer for the strategic highway safety plan for NMDOT and led multiple road safety audits across the state. He is currently serving as technical lead for the design of the NM 31/US 285 Intersection Realignment Alignment Study and Design, the Jal Relief Route Location Study and Design, the US 60 (Ft Sumner to Clovis) Location Study, the Eddy County Carrasco Extension (South Bypass) and the Hyde Park (Santa Fe to SF Ski Resort) Location Study. Clay was chosen as transportation project technical lead for this proposal because of his history and experience of supporting clients on similar tasks and projects and his experience in working together with Gabby as a successful leadership team.

SHANTI CEANE, PE (NM #23206)

Role: Construction Inspection
Experience: 21 years **Availability:** 30%

Shanti serves as the construction manager on transportation, stormwater, and water/wastewater utility projects across New Mexico. She has served as a design technical lead before moving back into a construction management role. Shanti manages a large crew of construction observers and has completed construction management services on several local government and NMDOT projects across the state including US 54 Reconstruction (17 miles), the Eddy County SE Loop (12 miles), the Ridge Road/Little Walnut Reconstruction in Silver City, and Reconstruction of White Mountain Road in Mescalero Indian Reservation. She is included in this proposal because of her extensive experience with management of large construction projects.

GERARDO TORRES, PLS

Role: Surveying
Experience: 17 years **Availability:** 25%

Gerardo, an NMSU graduate, is a licensed professional land surveyor with experience in land surveying, ranging from field work to project management. He previously managed the surveying operations for the State of New Mexico for several years, leading survey projects for a wide variety of clients. Gerardo has a broad base of surveying work experience including large-scale right-of-way projects, topographic mapping, subdivision preparation, ALTA land title surveys, residential/condominium surveys, and construction surveys. He has worked with terrestrial scanners, robotics, GNSS, drone flights, and conventional total stations

ZACH WHITTEN, PE

Role: Drainage Engineer
Experience: 16 years **Availability:** 20%

Zach brings FEMA Risk MAP experience with seven years of dedicated Region IX work which include similar terrain and geomorphic characteristics as the City. His project experience includes more than 30 FEMA hydrologic and hydraulic (H&H) studies, as well as 13 detailed watershed analyses. Zach has developed complex HEC-RAS 1D and 2D models and brings experience in the areas GIS application, water quality management, and performing levee inspections. He is proficient in numerous software applications including FLO-2D, RiverFLO-2D, ARGUS, HY-8, HEC-RAS, HEC-1, PeakFQ, HEC-HMS, ArcView, ArcInfo, GeoRAS, 3D Analyst, DDMSW, and multiple Army Corps of Engineer Levee System Tools.

NATHAN FORD, PE

Role: Drainage Studies
Experience: 22 years **Availability:** 20%

Nathan has dedicated his entire career to the flood control practice and is a recognized leader in his field. He is a technical expert in performing storm water management and engineering design that includes hydrologic and hydraulic analysis, creating HEC-1 and HEC-RAS models, master drainage planning, floodplain delineation, detention and retention basin design, and preparation of construction plans. Nathan's specialized qualifications include designing drainage systems and performing hydrologic and hydraulic analyses and utilizing FLO-2D software on numerous projects that involve following applicable agency guidelines.

FRANK GUZMAN, PE

Role: Design and Construction
Experience: 35 years **Availability:** 35%

Frank has held various positions with the NMDOT District 1 and the Texas Department of Transportation (TXDOT) El Paso District. While at the TXDOT, he was the district construction engineer and supervised the district's construction audit unit, local government unit, lab, and pavement unit. Frank was also the West Area engineer responsible for highway construction and maintenance operations on El Paso's West Side; major routes included I10, US 54, SL 375, and US 62/180.

While at NMDOT District 1, he was a project engineer, district bridge inspection engineer, district technical support engineer, district engineering support manager, and district engineer. As district engineer in Deming, New Mexico, Frank was responsible for highway operations for state and federal highways in Doña Ana, Hidalgo, Luna, Grant, Sierra, and Socorro Counties. He works very closely on project teams with Gabby and Clay providing specialized technical support and design oversight on projects such as the Jal Relief Route, the NM 31/ US 285 Intersection Realignment, the Eddy County SE Loop, the US 60 Location Study, and the Eddy County Carrasco.

MIKE SMEJKAL, PE, AAE, ENV SP

Role: Airport Design
Experience: 24 years **Availability:** 20%

Mike has spent more than two decades developing airports as an airport owner in his role as the VP of Engineering and Planning for Tucson Airport Authority in Arizona and as a consulting engineer. He has provided executive oversight and project management on large scale airfield infrastructure projects that required consensus building with FAA, Department of Defense, local jurisdictions, and project teams to deliver.

In his previous role as an airport executive, Mike developed a broad understanding in planning, programming, funding, grant administration, NEPA, real estate, design, and construction for commercial airports and general aviation. He has provided construction management on numerous airside and landside infrastructure projects for airports across the country.

MARK KOESTER, PE

Role: Airport Design
Experience: 45 years **Availability:** 20%

Mark's consulting experience includes serving as client manager, overseeing funding and regulatory agency reviews, and coordinating permitting and design. He has a passion for the development and expansion of airports and aviation-related facilities having worked on numerous challenging design and construction projects around the world. His experience includes the planning, design, and construction administration of all aspects of airport infrastructure, including runways, taxiways, aprons, airport terminals, hangars, and ARFF facilities, as well as roadways, storm water conveyance, utility, and fueling systems on airports.

Mark has extensive experience working with airport sponsors and contractors to successfully complete projects in congested Air Operations Areas (AOAs). He has a full knowledge of FAA regulations, programs, policies, and requirements. Mark has been responsible for nearly $1.5 billion worth of improvements at over 30 airports in the United States, Canada, South Pacific, and the Caribbean.

GEOTECHNICAL ASSESSMENTS

Stantec will subcontract a local geotechnical engineering firm when necessary for design. We typically team with Western Technologies but will work with whichever firm you prefer.

EXPERT WITNESSES

We have multiple experts in all of the engineering specialty disciplines who have the expertise needed to be a technical witness in a judicial setting. Our entire team is at your disposal.

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS

Principal of Firm:
Gabby C-Apodaca, PE, Principal-in-Charge
3831 E Lohman Ave., Suite 200
Las Cruces, NM 88001
Direct:575-520-9171
Email: gabby.contreras-apodaca@stantec.com

Subcontractors:

- Geotechnical: GEOMAT Engineering & Testing (7901 Lorraine Court NE, Albuquerque, NM 87124, 505.300.5816)
- SUE: T2 Utilities Engineering (2815 Broadbent Pkwy NE Suite A, Albuquerque, NM 87107, 505-345-7538)
- Environmental: Ecosphere Environmental Services (320 Osuna Rd NE Suite C1, Albuquerque, NM 87101, 505-954-1570)

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK

LOCATION	PERCENTAGE
Stantec Las Cruces Office 3831 E Lohman Ave., Suite 200 Las Cruces, NM 88001 (575) 524-2007	85%
Stantec Silver City Office 3400 Highway 180 East, Suite A Silver City, NM 88061 (575) 538-5395	5%
Stantec Phoenix Office 3133 W Fyre Road, Suite 300 Chandler, AZ 85226 (480) 687-6100	2.5%
Stantec Denver Office 410 17th St., Suite 400 Denver, CO 80202 (303) 295-1717	2.5%
Stantec Albuquerque Office 6100 Seagull Street, NE, Suite 102B Albuquerque, NM 87109 (505) 275-0022	5%

D. NEW MEXICO REGISTRATION

Gabby C-Apodaca, PE, Principal-in-Charge
3831 E Lohman Ave., Suite 200
Las Cruces, NM 88001

Direct: 575-520-9171
Email: gabby.contreras-apodaca@stantec.com

NMPE #16316

EVALUATION CRITERIA NO. 3

Performance of Firm

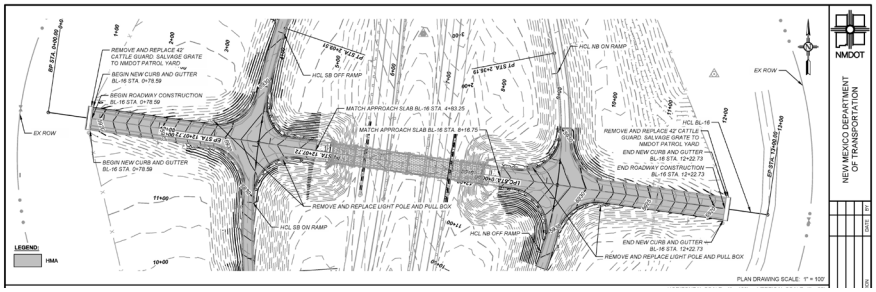
NM 15 RECONSTRUCTION | SILVER CITY, NM

NEW MEXICO DEPT. OF TRANSPORTATION

NM 15 was a narrow two-lane, 1.21-mile urban roadway a without shoulders that was reconstructed in two segments. We performed environmental documentation studies and completed a drainage study, roadway and drainage design, agency coordination, and property owner coordination.

The west segment (approximately 0.75 miles) was designed to have two driving lanes, shoulders, bike lanes, and sidewalks. This segment was challenging to design due to narrow ROW and steep side slopes accessing adjacent commercial and residential property. Extensive ROW takes and temporary construction permits were required. The northeast segment (approximately 0.36 miles) was constructed as an urban section with two driving lanes, a center turning lane, bike lanes, and sidewalks. Drainage included construction of a storm sewer system through an old part of Silver City with extensive underground utilities. We coordinated very closely with four affected utility owners to avoid conflicts and minimize adjustments. The project also included reconfiguration of two intersections, one of which was previously five-legged.

Reference: Arthur J. Romero, 505-617-6887



NRD/SRD ENGINEERING ON-CALL

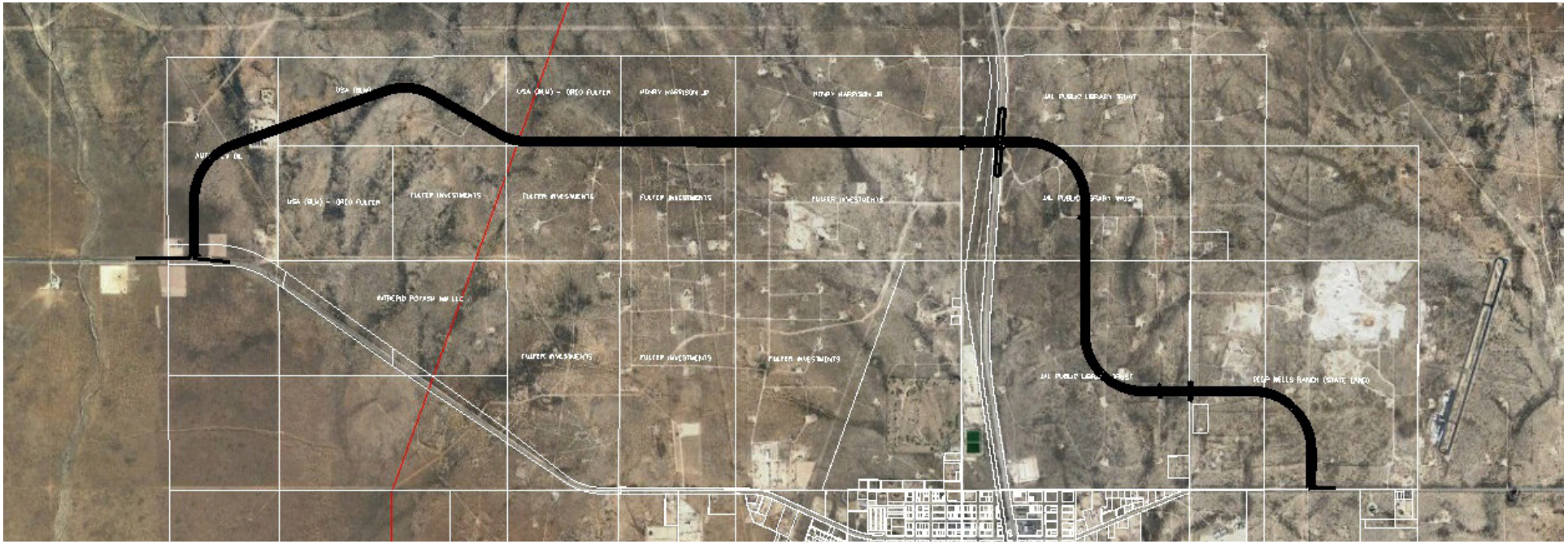
NEW MEXICO DEPT. OF TRANSPORTATION

Stantec is providing professional services to NRD and SRD under an existing on-call contract (2021-present). We have performed the following tasks:

- Task 1. I-25 N. Springer Interchange Bridge 299 and Roadway CN 4101670
- Task 2. Speed Declaration Study, Pecos, NM
- Task 3. Additional Services Alternatives development and analysis for CN 4101670 Springer Bridge and Roadway
- Task 4. Town of Hurley Fresh Water Line Relocation Design
- Task 5. CN 2104670 NM 200 Phase III Bidding and Construction Support Services Continuation from expired on-call
- Task 6. Town of Hurley Fresh Water Line Easement Services
- Task 7. CN 2104490 US 285/NM 31 PSE2 and Production Services

We also provided roadway alternatives analysis and roadway design services for a $10M Bridge Reconstruction project in Springer for I-25 at Exit 414. A 60% design review meeting was held on October 6, 2023. The team is progressing towards 90%, PSE, and final plan production.

Reference: Manuelito Maestas, 505-629-7251



JAL RELIEF ROUTE PHASE IA/B/C/D AND PHASE II

CITY OF JAL

A truck relief route is needed to alleviate congestion and crashes in Lea County. The City of Jal faced a difficult situation as heavy truck traffic, crashes, and fatalities have increased across the county. Within the downtown area, congestion was rated as an F at two intersections with NM 128 and traffic times had increased dramatically. Without mitigation, congestion and the level of service were expected to worsen as Jal's rapid growth pushed roads to their limit.

The protection of the City's residents guided the urgent need for a truck relief route study and its subsequent construction.

Our team completed the route study, looking for a way to alleviate the City's issues. As a no-build alternative, we identified corridors that could route traffic on NM 128 around the downtown areas. We also examined various corridors that could be utilized with a build option, including two possible corridor connections. One such consideration was the Texas and New Mexico railway and roadway crossing that backed up traffic when trains came through. Our team coordinated with TXN Railroad to identify a new crossing area that would negate the backup. While the project is still ongoing, it has encompassed the NEPA process, federal guidelines, and NMDOT standards. The final alignment was significantly affected by:

1. An extensive archaeological site that was discovered during the archaeological field investigation,
2. Several sink holes within the area,
3. Substantial public and stakeholder input, and
4. The amount of anticipated traffic diversion.

A final alignment was selected and Stantec is currently completing 90% plans and beginning the right-of-way acquisition process.

Reference: Wesley Hooper, City of Jal City Manager, 575-494-3037

Stantec

STANTEC CONSULTING SERVICES INC.

3831 E LOHMAN AVENUE, SUITE 200
LAS CRUCES, NEW MEXICO 88011-8447

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Stantec Consulting Service, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

STANTEC CONSULTING SERVICES, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "L"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Wilson & Company, Inc., Engineers & Architects, of 414 N. Main St, Ste A, Las Cruces, NM, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Civil Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-050, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Wilson & Company, Inc., Engineers & Architects 414 N. Main St, Ste A Las Cruces, NM 88001 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.,
ENGINEER & ARCHITECTS

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A

SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, schedule/timelines, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide Civil Engineering Services that may include, but not be limited to, the following:
1. The design of transportation facilities, storm drain, utilities, site development, conducting all necessary investigations/studies, subsurface utility exploration, construction contract administration, land surveying activities, the preparation of drainage reports and FEMA flood studies, and the design of airport facilities (design of airport facilities will be paid with non-federal funding)
2. Expert witness in a judicial and/or quasi-judicial setting
3. Project Management
4. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline, and cost. The Engineer may be required to supply to the City any of the following items, when specified and as requested on the Scope of Work for each individual project:
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.

a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
   - Name, address, and phone number of the responsible land surveyor.
   - Date of completion of survey.
   - Equipment used to conduct the survey.
   - Horizontal and vertical control marks used to tie the survey to the City approved control.
   - Transformation factors needed to reduce Ground (local coordinate system) to Grid, and combined scale factor used.

b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.

3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-050 – Civil Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Wilson & Company, Inc., Engineers & Architects

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 298.00
2	Project Engineer/Project Manager	$ 222.50
3	Senior Engineer	$ 256.00
4	Design Engineer	$ 164.00
5	Engineer Intern	$ 124.00
6	Engineering Technician	$ 134.50
7	Drafting Technician	$ 134.50
8	Survey Crew**	$ 245.00
9	Construction Inspector/Observer	$ 149.00
10	Administrative/Clerical	$ 73.50
11	Field Testing and Investigations	$ 149.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.13
16	Color Copies (per copy)	$ 0.57
17	Prints 24x36 (per sheet)	$ 1.98 (b/w)
18	Mylars 24x36 (per sheet)	$ 10.75 (b/w)
19	Photo Quality Plots (per plot)	$ 5.20 (color)
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Wilson & Company Rate Schedule for 2024

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	98.50	148.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	113.50	170.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	128.00	192.00
A4	ARCHITECT/(LICENSED)	143.00	214.00
A5	ARCHITECT (LICENSED)	176.50	176.50
A6	ARCHITECT (LICENSED)	210.00	210.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	65.00	97.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	69.50	104.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	73.50	110.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	104.00	104.00
FC1	CONSTRUCTION OBSERVER	67.00	101.00
FC2	CONSTRUCTION OBSERVER	92.50	138.50
FC3	CONSTRUCTION OBSERVER	101.00	151.00
FC4	CONSTRUCTION OBSERVER	119.50	179.50
FC5	CONSTRUCTION OBSERVER	149.00	149.00
FC6	CONSTRUCTION OBSERVER	172.00	172.00
FC7	CONSTRUCTION OBSERVER	241.50	241.50
FS1	CHAINMAN	63.00	94.50
FS2	RODMAN	69.50	104.00
FS3	INSTRUMENTMAN	80.00	119.50
FS4	PARTY CHIEF	107.00	160.50
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	138.50	138.50
FS6	DEPARTMENT HEAD	187.00	187.00
FS7	SR DEPARTMENT MANAGER	237.50	237.50
IA1	INTERN	61.00	91.50
IA2	COLLEGE STUDENT	71.50	107.00
IA3	GRAD STUDENT/COLLEGE GRAD	77.50	116.50
IA4	GRAD STUDENT/COLLEGE GRAD	80.00	119.50
OD1	APPRENTICE DRAFTER	82.00	123.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	90.50	135.50
OD3	DRAFTER, DETAILER	98.50	148.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	113.50	170.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	134.50	134.50
OD6	CHIEF DRAFTER	153.50	153.50
OF6	ASSOCIATE VICE PRESIDENT	266.00	266.00
OF7	VICE PRESIDENT	298.00	298.00
OF8	SR VICE PRESIDENT	352.00	352.00
OP1	APPRENTICE STEREO OPERATOR	82.00	123.00
OP2	STEREO OPERATOR	90.50	135.50
OP3	STEREO OPERATOR	98.50	148.00
OP4	SR STEREO OPER, SQUAD LEADER	113.50	170.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	140.50	211.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	197.50	197.50
OP7	CHIEF PHOTOGRAM	229.00	229.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	113.50	170.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	124.00	186.00
P3	STAFF DETAIL DESIGNER (UNLIC)	132.50	198.50
P4	STAFF DETAIL DESIGNER (LICENSED)	164.00	245.50
P5	PROJECT DESIGNER (LICENSED)	222.50	222.50
P6	PROJECT DESIGNER (LICENSED)	256.00	256.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	298.00	298.00
PD1	DETAIL DESIGNER (UNLICENSED)	101.00	151.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	122.00	182.50
PD3	SENIOR DESIGNER II	134.50	201.50
PD4	SENIOR DESIGNER III	153.50	230.00

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
PD5	SENIOR DESIGNER	172.00	258.50
RP1	RAILROAD PROFESSIONAL	155.50	233.00
RP2	RAILROAD PROFESSIONAL	166.00	249.00
RP3	RAILROAD PROFESSIONAL	180.50	271.00
RP4	RAILROAD PROFESSIONAL SENIOR	195.50	195.50
RP5	RAILROAD PROFESSIONAL MANAGER	210.00	210.00
RP6	SENIOR RAILROAD SPECIALIST	241.50	241.50
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	67.00	101.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	98.50	148.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	128.00	192.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	164.00	245.50
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	180.50	180.50
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	258.50	258.50
SP7	SR AVP/VP/OPS MGR	262.50	262.50
PL1	PLANNER	82.00	123.00
PL2	PLANNER	101.00	151.00
PL3	PLANNER	124.00	186.00
PL4	PROJECT PLANNER	138.50	208.00
PL5	SENIOR PROJECT PLANNER	185.00	277.00
PL6	SENIOR PROJECT PLANNER	256.00	256.00

Direct Expenses Unit Pricing		
Unit/Description	**Metric**	**Billing Rate**
5100-Traffic Counter Turning	**day**	**52.00**
5110-Traffic Counter Tube	**day**	**105.00**
5120-Traffic Counter Video	**day**	**262.00**
6010-GPS Equip Daily	**day/unit**	**132.00**
6020-Nuclear Densometer	**day**	**105.00**
6030-Mapping Workstations	**hr**	**10.00**
6050-3D Laser Scanner	**day**	**630.00**
6070-Hydro Equip Daily	**day**	**132.00**
6080-Robotic Total Station	**day**	**132.00**
6090-Unmanned Aerial System (UAS)	**day**	**210.00**
7010-Project Miles	**mi**	**0.70**
7020-Survey Miles	**mi**	**0.70**
7030 ATV Use	**day**	**100.00**
7070-Use of Emp Veh	**mi**	**0.80**
9140-Excavator (Daily)	**day**	**263.00**
9145-Excavator (Weekly)	**wk**	**788.00**

Wilson & Company
414 N. Main Street, Suite A
Las Cruces, NM 88001

WILSON &COMPANY
HIGHER RELATIONSHIPS

RFP 23-24-050 **Technical Proposal**

CIVIL ENGINEERING SERVICES

PRESENTED TO

CITY OF LAS CRUCES

WILSON & COMPANY
HIGHER RELATIONSHIPS

Contents

Firm commitment 1

Organizational structure 1

Criteria 1 1

Technical approach 1

Criteria 2 7

Qualifications/competence 7

Criteria 3 12

Performance of the firm 12

Required forms

RFP Compliance Declaration

New Mexico Resident Business Certificate

Las Cruces Business Certificate

February 27, 2024

WILSON & COMPANY
HIGHER RELATIONSHIPS

414 N. Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 (phone)
575 527 9258 (fax)
wilsonco.com

With over 700 staff nationwide, we have the resources to meet challenging schedules.

City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

Re: RFP # 23-24-050, Civil Engineering Services

Dear Selection Committee Members,

The City of Las Cruces (City) provides a critical service to the community by maintaining and improving its infrastructure to enhance safety and support growth. Wilson & Company, Inc., Engineers & Architects (Wilson & Company) is a multidisciplinary professional consulting firm prepared to commit the expertise of our experienced staff to assist the City with the project assignments that will be issued through this on-call services contract. Our local team and leadership is intimately familiar with the City's infrastructure, staff, policies, and procedures. We will focus on collaboration, building on our strong relationship to meet your short- and long-term goals. We will remain dedicated to delivering successful projects by:

Employing the same team that knows your processes and procedures. Our unmatched knowledge from prior City contracts like the East Mesa Recreation Complex, various roadway and drainage-related tasks, and traffic assignments under previous on-call services contracts minimizes delays and readies this team for action. Since 2014, our Las Cruces office has grown to over 30 employees and is supported by 212 employees statewide. Our strategic partners, CSTi (subsurface utility engineering [SUE]) and DuBois & King (airport facilities services), have local experience and are eager to provide the specialized services as needed.

Developing engaging, design-innovative concepts while meeting your on-call objectives. Our staff brings performance-based solutions to a growing community. Our team has assisted numerous New Mexico communities with on-call engineering services like pedestrian studies, traffic calming design, and public involvement. Our team's on-call experience reflects many years of dedicated technical know-how to address your infrastructure challenges while providing efficient solutions to optimize your budget. Our roadway and drainage engineers, surveyors, environmental scientists, and construction administration professionals have the experience to control costs and initiate early coordination efforts to prevent delays.

Our local office, only minutes from City Hall on Main Street, enables our team to continue fostering our partnership with the City, contributing to improving your infrastructure with our knowledge, experience, and enthusiasm for collaboration. We have provided many services to the City over the past decades and will continue to support your goals. We look forward to another partnership with the City under this contract. We hope that the information we provided has helped you to see why our team is the best fit for the on-call contract. If additional information is required, please reach out to me at 505 259 7259 or edward.cordova@wilsonco.com.

Sincerely,

Edward Cordova, PE
Senior Vice President, Principal-in-Charge

Brigitte Fuller, PE
Program Manager

Firm commitment

Wilson & Company is committed to providing excellence in client services. Higher Relationships is the foundation of this commitment. Our focus is on continuously improving services to our clients, building relationships with community stakeholders, providing quality deliverables, and understanding our clients' needs. Our experience is important, but what matters most is your experience. That is why we focus on your specific needs to deliver professional services with Higher Relationships in mind.

Like many communities across New Mexico, the City continues to balance the needs of an ever-expanding community while maintaining its current infrastructure—aging roadways and traffic equipment, bridges and wall structures, utility systems, and drainage conveyance with limited funding sources and budget. Wilson & Company understands this challenge and has been serving the City for many years, leading us to open an office on Main Street in 2014 to increase our level of service.

Organizational structure

Wilson & Company is headquartered in Albuquerque, New Mexico, and has brought more than 700 people together in 15 offices over nine states to hone their craft with us. Our services include civil, mechanical, electrical, and structural engineering; architecture; planning; environmental; surveying; mapping; GIS specializations; drone piloting; financial analyses; program management; construction administration and observation; and a growing number of multidisciplinary specialties.

With over 200 employees in New Mexico and our local office only minutes from the City's office, we can be on your doorstep quickly to address your on-call needs.

91 years in business

81 years in New Mexico

10 years in Las Cruces

In ten years, our Las Cruces office has grown to 32 experienced staff.

Las Cruces staff	
Civil engineer (PE)	3
EIT	4
CADD technician	2
Engineering technician	1
Archaeologist	1
Environmental PM	1
Water/wastewater engineer (PE)	2
Water resource engineer	1
Structural engineer (PE)	1
Survey technician	2
Special project coordinator	1
Senior crew chief	1
Construction manager	1
Construction observer	7
Intern	4

Criteria 1

Technical approach

Program manager Brigitte Fuller, PE, will serve as the main point of contact for the City. Brigitte will work closely with the Public Works Director and design staff and be available to the City's executive team to review priorities, including technical and non-technical support. During visits, Brigitte will be available to meet with staff to discuss various topics and projects, which can be further investigated as needed. She will include additional Wilson & Company staff at these meetings so coordination with the proper team members can occur.

For every project assignment, Brigitte will prepare a detailed scope of work and fee estimate. She will work with the appropriate technical staff to verify the assignment is adequately addressed and develop a project proposal. Our team will work with the City to develop a project assignment proposal that confirms

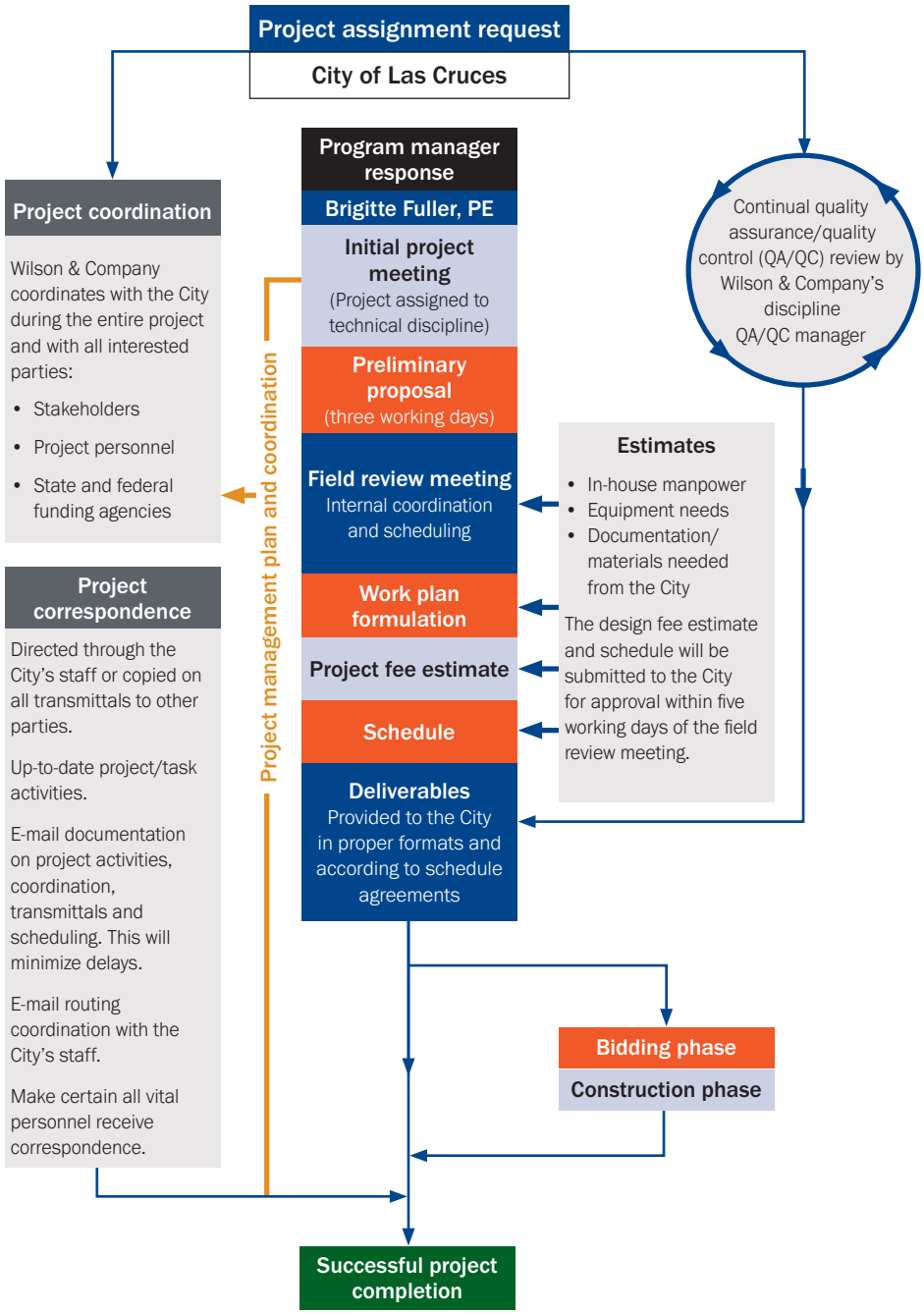
both parties understand the work involved and are aligned with the project expectations and outcomes. Project assignments will be presented to the City Council for acceptance where required by the City Manager.

Upon acceptance of a project assignment proposal, Brigitte will work directly with the City to execute the assignment and move towards a Notice to Proceed (NTP).

Following acceptance of the project assignment proposal, our team will hold an initial project meeting with internal team members. The goal of the meeting is to communicate the schedule and establish critical milestones and submittal dates (field check, office check, final completion, etc.). During this meeting, our team will define the sources of available project data, which may require field survey, data collection, or geotechnical services. Our team will discuss the governing design criteria and design issues to make sure all parties are aware of the concerns that could be encountered. Brigitte will work the key task lead to develop a Project Management Plan (PMP) for the project team. The PMP is essential in our process to confirm budget and schedule requirements are met and to comply with our internal Quality Assurance Program.

A PMP will be developed for every project. The plan is Wilson & Company's project guide detailing critical project elements and communication protocols. Milestones and team responsibilities are clearly defined.

Figure 1. Wilson & Company's on-call process



Focusing on you

Through our work under the 2020-2024 on-call contract, our team developed strong relationships with City staff and gained intimate knowledge of your processes and standards. We know your expectations and strive to exceed them, from schedule and budget to sustainable and innovative concepts.

Major tasks to be accomplished and a detailed statement of services to be provided under each task

Successfully performing services under an on-call contract requires a team that is invested and committed to meeting your goals. Our dedicated and consistent team offers familiarity with City staff and your processes and provides expert services to reach your objectives. We offer the following services as identified in the RFP.

Transportation facilities: Our team has extensive experience with the design of rural and urban roadways ranging from local residential streets to major urban arterials. Our experience spans from initial alignment alternative analysis to preliminary and final design and construction administration. Critical elements considered in roadway design are horizontal and vertical alignments, drainage mitigation and improvements, lane capacity requirements and configuration, queuing analysis for turn lane need determination, signalized intersection modeling and design, lighting, temporary traffic control, permanent signing and striping, and right-of-way (ROW) requirements. **Under recent on-call contracts, Wilson & Company assisted the City with Sonoma Springs Extension and Camino Coyote roadway projects.** Our transportation services include:

- Parking lot planning and design
- Traffic impact analysis/roadside safety audits
- Sidewalk and multi-use trail planning and design
- Existing ROW determination and new ROW mapping
- New Mexico Department of Transportation (NMDOT) federal and state funding implementation, management, and oversight

Video-based camera attached to the road sign during count enables our team to capture and assess road user behaviors.

Our team is fully capable to assist the City with traffic design support. Wilson & Company has in-house hardware capabilities to perform vehicle turning movement counts and tube counts on intersections and roadways for traffic impact analyses (TIAs), safety studies, and intersection analyses. Our professionals are adept in software such as HCS, TransModeler, VISTRO, VISSIM, Synchro, and SimTraffic for intersection analysis and simulation; SIDRA and RODEL for roundabout evaluations; and PetraPro and STARnext for traffic data collection. We are invested in video-based counting equipment that enables us to collect up to 150 hours of continuous data. Since the first Traffic Engineering On-call award in 2014, Wilson & Company has provided traffic assessments, design, and reviews for the City. Recent completed studies include Mulberry Traffic Calming Study and Golf Club Road Safety Study.

We completed studies like the Sonoma Ranch Safety Study, the Missouri Avenue Traffic Study, the Jornada Road Study, and performed various TIA reviews for the City.

Storm drain, drainage reports, and Federal Emergency Management Agency (FEMA): Wilson & Company offers an experienced surface hydrology/hydraulic (H&H) group that has provided individual drainage mitigation solutions for flood control authorities, cities, and counties throughout the Southwest. In addition to the City of Las Cruces, we have assisted clients such as Doña Ana County Flood Control, and various other flood control authorities in central New Mexico.

We can assist with levee certification, FEMA applications, project restoration and mitigation, development review, and infrastructure planning. We use the latest software tools to assess drainage conditions and develop sensible solutions for drainage mitigation. Our in-house expertise also provides National Pollutant and Discharge Elimination Systems (NPDES) services. As development continues, our team is committed to making sure the quality of life and safety of the citizens of Las Cruces are protected. Other relevant services include:

- FEMA flood map revisions and coordination
- Urban storm drainage master planning
- Storm drainage infrastructure design
- Levee assessments and design (FEMA and US Army Corp of Engineers)

Our drainage team completed the following projects for the City:

- Burn Lake Letter of Map Revision (LOMR)
- Mesquite Tornillo Drainage Planning
- McClure Pond Improvements

Utilities: Communities depend on infrastructure to support essential services. Our experts and support staff are experienced in utility design for all dry and wet utilities, including gas, electric, cable, fiber optic, water, storm sewer, and sanitary sewer. We embrace sustainable design concepts, especially reuse and recharge, and many of our past projects incorporate recycled and environmentally friendly materials. Our team has experience in the design and construction administration of utility system improvement projects. Wilson & Company offers a full spectrum of engineering services related to water, wastewater, and reuse for a diverse group of public and private clients. Our experienced and dynamic professionals are committed to providing clients with quality, full-service engineering solutions, and our in-house expertise is valuable when planning full roadway reconstruction and mitigating utility conflicts or relocation.

Site development: Wilson & Company has extensive experience in site development. We facilitate the site development approval process for obtaining construction permits by interacting with planning and zoning committees in numerous municipalities in New Mexico. In the review process, we help draft optimal site development agreements and clarify the easements and covenants governing the property. Our site development team offers services in these areas:

- Due diligence
- Residential and commercial master planning
- Development agreement assistance
- Public infrastructure coordination
- Grading and drainage
- Utility plans
- Revised platting
- Annexation
- Public meetings

We have experience mitigating issues involving annexation, rezoning, general map amendments, variances, special use permits, revisions to plats, and public infrastructure improvements.

SUE: Wilson & Company has partnered with CSTi on numerous projects across the state. As a trusted partner, CSTi will provide SUE services on City projects under this on-call. CSTi understands the critical importance of accurate utility information in construction and infrastructure projects. A team of experienced professionals assist in mitigating risks associated with unidentified or poorly located utilities. CSTi

delivers reliable and precise SUE services to support project success. CSTi offers utility research, records analysis, field investigations, surveying, and utility mapping. Staff offers expertise to handle projects of any scale, providing accurate and detailed information about underground utilities.

Construction contract administration: Our construction administration and observation team is well versed in construction documents, including the Engineers Joint Contract Documents Committee (EJCDC), American Institute of Architects (AIA), Community Development Block Grant (CDBG), NMDOT Standard Specifications for Highway and Bridge Construction, New Mexico American Public Works Association (APWA) Specifications for Public Works Construction, Uniform Building Code, International Building Code, Uniform Plumbing Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, and Stormwater Pollution Prevention Plan (SWPPP).

Wilson & Company has over 20 years of experience assisting New Mexico clients with funding and grant administration through the close-out of construction activities. Our funding specialists assist clients in preparing grant/loan applications for state, federal, and private sources and will work closely with the project team and funding agencies to make sure that appropriate documentation is filed throughout the planning, design, and construction phases.

Land surveying: Many of our survey staff have lived and practiced in New Mexico for most of their lives. We are familiar with the terrain, climate, topography, geography, geodetic control systems, public land system, State Plane Coordinate System, statutes, laws, and regulations. Our fully equipped survey crews are outfitted with the latest technology to handle all terrain and weather conditions.

Local survey teams have specialized experience and technical competence in a wide range of surveying and related services, including boundary/cadastral surveys, ROW and topographic surveys, alignment/utility location surveys, terrestrial lidar surveys, horizontal and vertical site control analysis, cross-section and profile surveys, legal boundary and plan and profile surveys, bathymetric and hydrographic surveys, geodetic network control surveys, construction layout and staking, rapid response emergency surveys, photogrammetric mapping control and aerial mapping, American Land Title, GPS surveys, digital terrain modeling, and subdivision plats.

Project management: One of Wilson & Company's most important goals is to maintain cost control throughout our projects. Factors in achieving this goal are time management and clear communication between our team members and the City.

- We make efficient use of kickoff and regular production meetings.
- We create scoping documents that provide the framework for a sound, thorough, and comprehensive project that reflects the City's needs and concerns.
- Using our internal PMP, we carefully manage schedules and costs by maintaining a detailed task order schedule and continuously reviewing scheduled milestones.

Did you know?

Quality management procedures are employed on every project

- Accurate data is used throughout the collection and analysis process
- Work completed during each task is executed by experienced professionals
- Essential information is documented, checked, transmitted, and regularly reviewed for completeness and accuracy
- Project design deliverables and studies are checked and reviewed by qualified internal staff

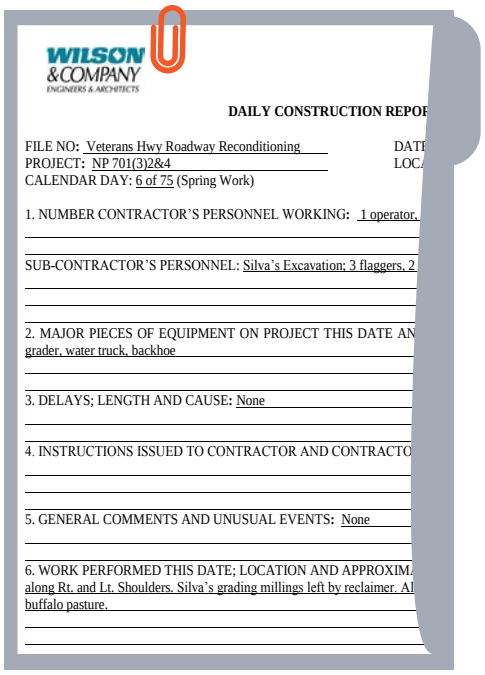
Quality and value produce successful results

This team has a long history of working within the City's project administration requirements. Program manager Brigitte Fuller will provide direction and leadership, producing streamlined results, quality deliverables, and value to your on-call tasks.

We are aware that public funds are limited and must be allocated wisely. Wilson & Company brings value to all public agency partners by adhering to a detailed PMP that provides efficiency, accuracy, cost-effectiveness, and quality control.

Construction observation: Our experienced construction observers work closely with the design team to verify the constructed project is built per the drawings and technical specifications. Our specifications detail start-up procedures, documentation, and training for primary mechanical systems. Full mechanical system commissioning is an option that can alleviate many functional issues in the future. During the start-up and training phase, we work closely with the equipment manufacturer's representatives and the City's staff to make sure mechanical facilities are working properly.

Our observers are certified by the National Institute for Certification in Engineering Technologies (NICET) and the American Concrete Institute (ACI). Observers are also certified to operate nuclear densometers and regularly attend courses at the Associated Contractors of New Mexico (ACNM) facility in Albuquerque and attend other local and regional training.



WILSON & COMPANY
ENGINEERS & ARCHITECTS

DAILY CONSTRUCTION REPOR

FILE NO: Veterans Hwy Roadway Reconditioning
PROJECT: NP 701(3)2&4
CALENDAR DAY: 6 of 75 (Spring Work)

1. NUMBER CONTRACTOR'S PERSONNEL WORKING: 1 operator,

SUB-CONTRACTOR'S PERSONNEL: Silva's Excavation; 3 flaggers, 2

2. MAJOR PIECES OF EQUIPMENT ON PROJECT THIS DATE AN
grader, water truck, backhoe

3. DELAYS; LENGTH AND CAUSE: None

4. INSTRUCTIONS ISSUED TO CONTRACTOR AND CONTRACTO

5. GENERAL COMMENTS AND UNUSUAL EVENTS: None

6. WORK PERFORMED THIS DATE; LOCATION AND APPROXIM
along Rt. and Lt. Shoulders. Silva's grading millings left by reclaimer. Al
buffalo pasture.

Example of a daily construction report.

Project schedule/timeline

Our project schedule is the cornerstone of our project management strategy. We've created a sample schedule demonstrating our commitment to achieving each project milestone. The project milestones are the building blocks of our internal project timeline, which will be a tool to track our progress. This timeline will sequentially outline the tasks to move from one milestone to the next. Our internal timeline will be realistic and adjustable to meet the scope of work and the City's needs, reflecting our commitment to your schedule, which directly correlates to your budget.

Wilson & Company's succesfull on-call contract record with the City demonstrates our commitment to your program. We understand that projects may arise where immediate attention is required due to a safety issue or concern for protecting life and property, and we stand prepared to assist with the right team.

Sample project assignment schedule *Timeline will vary for each specific task.	Mo 1			Mo 2			Mo 3			Mo 4			Mo 5		
	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End
Project assignment scoping and fee preparation															
Meet with City PM for assigned project assignment															
Review assigned project scope and prepare fee															
Submit fee to City PM for review and approval															
Preliminary design															
Kick off meeting															
Survey/mapping/geotech															
Preliminary plan production															
Environmental survey															
Final design															
Utility coordination															
Final plans, specifications, and estimate															

Criteria 2

Qualifications/competence

Key personnel

Figure 2. Organizational chart

To provide a quick response and the highest technical capability to the City, Brigitte will rely on the technical expertise and experience of our project managers. Our project managers will be instrumental in completing all aspects of this on-call contract, with each individual having specialized skills to benefit the City. Brigitte will coordinate all team activities identified in the project structure and serve as the single point of contact for the City.

We expect to perform 95% of the work out of our Las Cruces office and the remainder from our Albuquerque office.

95% 414 N. Main Street, Suite A
Las Cruces, NM 88001

5% 4401 Masthead Street NE
Albuquerque, NM 87109

Our extensive history of delivering professional services to municipalities, counties, and local agencies throughout New Mexico and the greater Southwest provides you with a team poised to carry on a history of excellence to your program.

Edward Cordova, PE | Principal-in-charge/Quality manager

Experience
26 years

Education
B.S., Civil Engineering, New Mexico StateUniversity

License
NM PE #15788

Availability
10%

Edward is a senior vice president at Wilson & Company, responsible for all transportation operations in New Mexico, Arizona, and Texas. He serves on many projects throughout the state, including each of NMDOT's districts, where he manages contracts, projects, and tasks. His experience ranges from studies and roadway/traffic design to construction administration.

Edward is the principal member, responsible for the administration of the contract.

He is located at:
4401 Masthead Street NE
Albuquerque, NM 87109

P: 505 348 4076

Experience:

- Traffic On-call Contract, City of Las Cruces, NM | Principal-in-charge
- Traffic On-call Contract, City of Santa Fe, NM | Principal-in-charge
- US 70 North Main Street/Solano/Spitz Intersection, NMDOT| Principal-in-charge (2019 ACEC NM Transportation Project of the Year)
- Central Region Design (CRD) General Engineering On-Call, NMDOT | Principal-in-charge
- Bridge (state/federal) On-Call, NMDOT | Principal-in-charge
- On-Call Contract, City of Albuquerque, NM | Principal-in-charge

Brigitte Fuller, PE | Program manager

Experience
27 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #15102

Availability
30%

Brigitte specializes in roadway and drainage design, with responsibilities in project management and administration, client interface, and project design. Her experience ranges from roadway design and reconstruction projects to transportation-related drainage design involving H&H and channel stability, scour analyses, and floodway inundation. She also oversees resource allocation, planning, and risk assessment.

Brigitte is responsible for and in direct charge of the work.

She is located at:
414 N. Main Street, Suite A
Las Cruces, NM 88001

P: 505 948 5121

Experience:

- East Mesa Public Recreation Sports Complex—Phase 1, City of Las Cruces, NM | Project manager
- East Mesa Road Study and Access Road Design, City of Las Cruces, NM | Project manager
- Aztec Arterial Route, City of Aztec, NM | Project manager
- 4th Street Roadway Reconstruction and Drainage Improvements—Phase I, City of Anthony, NM | Project manager
- Taylor Ranch Park—Phase 1, City of Hobbs, NM | Project engineer

Eric Hamilton, PE, CFM | Project manager: roadway and parking lot design/drainage infrastructure and stormwater design

Experience
11 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #25647

Certified Floodplain Manager (CFM) NM-19-00440

Availability
30%

Eric has a broad range of civil engineering experience, including design, project management, and heavy construction. Eric's responsibilities include project bidding and letting, public involvement, construction administration, flood control design, roadway, traffic, and drainage. He produces constructible, cost-effective designs and contract documents. **(Located in Las Cruces)**

Experience:

- Mesquite Tornillo Drainage Planning, City of Las Cruces, NM | Project manager
- McClure Pond Improvements, City of Las Cruces, NM | Project engineer
- Industrial Avenue Overpass Bridge, Doña Ana County, NM | Project manager
- Elk's Drive Pedestrian Trail, Doña Ana County, NM | Project manager
- 4th Street Phase IV, Acosta Road to McKinley Street, City of Anthony, NM | Project manager
- Riata Road Concrete Box Culvert, Otero County, NM | Project manager
- Columbus NM Land Port of Entry Flood Control Improvements, Luna County, NM | Project manager
- Airport Road Phase I Reconstruction, Village of Milan, NM | Project manager/lead design engineer
- Adams Park Multipurpose Baseball & Flood Control Facility, City of Anthony, NM | Project manager

Christine Soulsby, PE, CFM | Project manager: site development/roadway and parking lot design

Experience
7 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #26704

CFM NM-19-00436

Availability
30%

Christine has working experience in all facets of civil engineering, including H&H, drainage reports, plan preparation, project cost estimates, and the bidding and awarding of projects. Her experience encompasses plan production including profile development, typical sections, plan and profiles, permanent signing and striping plans, erosion control plans, structure sections, quantities, schedules, and cost estimates. **(Located in Las Cruces)**

Experience:

- Airport Road Reconstruction Phase II & III, Village of Milan, NM | Project manager/lead design engineer
- Bridge of Grace Road Reconstruction, Sierra County, NM |Project manager/lead design engineer
- Riata Road South of Pecos Road Reconstruction, Otero County, NM | Lead design engineer
- Suzy Ann Street Bridge, Otero County, NM | Lead design engineer
- Alamo Street Phase II Reconstruction, Otero County, NM | Project manager/lead design engineer
- Lily Pond and Vado Area Drainage, Doña Ana County Flood Commission, NM | Lead design engineer
- Lower Eagle Creek Road Phase I, Lincoln County, NM | Lead design engineer

Alfredo Holguin, PE | Project manager: water/wastewater, and natural gas utility system

Experience
18 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #24895

Availability
25%

Alfredo has worked with communities throughout the Southwest to prepare multidisciplinary project deliverables, including water and wastewater system analyses, planning documents, design plan sets, and construction project manuals. Alfredo manages projects through multi-phase construction while coordinating effectively with all project stakeholders, including funding and regulatory agency representatives. His project experience ranges from rehabilitating and replacing existing infrastructure to planning, designing, and constructing new facilities to meet the ever-changing demands of growing communities. **(Located in Las Cruces)**

Experience:

- East Mesa Public Recreation Sports Complex, City of Las Cruces, NM | Project engineer
- Lordsburg WSI Ph. 1 (transmission/distribution replacements), Lordsburg, NM | Project manager
- Lordsburg WSI Ph. 2 (new RO treatment facility), Lordsburg, NM | Project manager
- Rodey Lift Station Improvements (new duplex station/FM), Hatch, NM | Project manager
- Storm Pump Station Improvements (200HP triplex and controls replacement), Hatch, NM | Project manager
- Municipal Water Asset Management Plan (GIS inventory and plan), City of Truth or Consequences, NM | Project manager
- Wastewater Asset Management Plan, (GIS inventory and plan), Village of Columbus, NM | Project manager
- Booster Station and Austin Street Improvements (Triplex booster, SCADA upgrades), City of Truth or Consequences, NM | Project manager

Gabriel Villanueva, PE | Project manager: drainage infrastructure design/drainage studies, including FEMA flood studies

Experience
9 years

Education
B.S., Civil Engineering, University of Texas

License
NM PE #25531

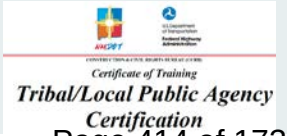
Availability
30%

Gabriel has experience in various aspects of civil engineering including water and wastewater, site plan development, and roadway design. His primary responsibilities include municipal entity coordination, hydraulic/hydrologic analysis, site development, plan production, technical specifications, and coordination through the entire project. **(Located in Las Cruces)**

Experience:

- North Fork LOMR, City of Las Cruces, NM | Drainage engineer
- Mesquite/Tornillo Drainage Planning, City of Las Cruces, NM | Drainage engineer
- McClure Pond Improvements, City of Las Cruces, NM | Engineer of record
- South Anthony Arroyo Design, City of Anthony, NM | Drainage engineer
- Lily Pond Preliminary Design, Doña Ana County, NM | Drainage engineer
- Rockhound Road and McCan Road Improvements Project, Luna NM | Drainage engineer
- LPOE Diversion Berms and Flood Control Project Re-design Phase I, Luna County, Village of Columbus, NM | Drainage engineer

Many of our team members participated in NMDOT's Tribal/Local Public Agency (T/LPA) training program. This program educates individuals to assist tribal or local public agencies to comply with federal requirements and manage a project from the beginning to end.



Subconsultants

Our selected teaming partners were strategically selected based on their strong performance, specialized skill sets, and knowledge of City of Las Cruces processes and procedures.

CSTi (DBE) understands the critical importance of accurate utility information in construction and infrastructure projects. A team of experienced professionals assist in mitigating risks associated with unidentified or poorly located utilities. CSTi delivers reliable and precise SUE services to support project success. CSTi offers utility research, records analysis, field investigations, surveying, and utility mapping. Staff has the expertise to manage projects of any scale, providing accurate and detailed information about underground utilities.

CSTi will provide SUE and is located at:

277 E Amador Ave
Las Cruces, NM 88001

P: 575 644 0250

David Acosta, PS | SUE

Experience
24 years

Education
B.S., Surveying Engineering, New Mexico State University

License
NM PS #21082

Availability
20%

David has dedicated 24 years of his career to land surveying and SUE services. He has successfully managed numerous SUE projects, leveraging his profound knowledge of state-of-the-art technologies and methodologies. David started his professional career working with Wilson & Company, and before CSTi, he was the City Surveyor for Albuquerque.

Experience:

- New Mexico State University Ag Modernization, Las Cruces, NM
- Elks Trail, Las Cruces, NM
- Hardy, Maag & Paz Fields, Las Cruces, NM
- Sacramento Reconstruction (in progress), Las Cruces, NM

DuBois & King is an employee-owned, C-corporation providing engineering, environmental, planning, survey, and other professional multidisciplinary services to local, state, and federal clients throughout the US. Their aviation division has been serving general aviation and Part 139 airports in the US for 35 years. DuBois & King is familiar with the requirements and guidelines contained in the latest editions of FAA Advisory Circulars and has a strong working relationship with state aviation offices and the FAA Regional ADO.

DuBois & King will provide airport facilities services and is located at:

28 North Main Street
Randolph, VT 05060

P: 802 878 7661

Guy Rouelle, CM | Airport facilities

Experience
30+ years

Education
M.A.S. Airport Operations—B.S. Aeronautical Science, Embry-Riddle Aeronautical University

Certifications
AAAE Certified Member
Certified FAA Form 5010 Inspector

Availability
15%

Guy's airport experience includes serving as a project manager and airport planner, in responsible charge of scheduling, budgeting, and client coordination. He has managed planning, design, permitting, bidding, and construction with FAA discretionary funding. He has conducted airport facilities needs analyses, terminal building feasibility studies, commercial air service development plans, and airport security plans.

Experience:

- Airport Planning Services for Las Cruces International Airport, Las Cruces, NM
- FBO and Hangar Lease Agreement Review/Runway Length Analysis and Technical Master Plan Update/Environmental Assessment for Runway and Taxiway Extensions and Town Highway Relocation, Stephen A. Bean Municipal Airport, Rangeley, ME

Criteria 3

Performance of the firm

The following projects showcase our experience delivering successful solutions for various projects. Through these projects, we have gained critical insight that can be applied to your on-call tasks, resulting in similar successes. We invite you to make inquiries of the provided references regarding our qualifications, performance, and quality of results.

1 Roosevelt Avenue Concrete Box Culvert (CBC) Bridge Replacement and Arroyo Multiuse Trail Crossing
Grants, New Mexico

In April 2011, Wilson & Company completed a Drainage Master Plan (DMP) for the City of Grants and Village of Milan. This document served as the primary flood control planning document for the several projects anticipated for the municipalities, including the City's current Bio-Park Economic Development Plan (EDP).

The City of Grants then authorized Wilson & Company to prepare a Preliminary Engineering Report (PER) for the Roosevelt Avenue Bridge with $50,000 supplemental funding from the Rio San Jose Flood Control District (RSJFC). The City and RSJFC were interested in planning and designing the replacement of the Grants Canyon Arroyo crossing under Roosevelt Avenue. The team completed the PER in February 2021, including recommendations for the new crossing and trail underpass connection.

Engineering design services for the proposed concrete box culvert (CBC) were approved following the completion of the PER. Wilson & Company assisted the City in successfully applying for state Municipal Arterial Program (MAP) funding for design. The Roosevelt Bridge project included ground topographic survey, subsurface utilities engineering, environmental documentation, Public Involvement, and federal approval from the Bureau of Land Management (BLM). The CBC will serve as a multipurpose trail crossing that connects regional trail facilities and the at-grade sidewalks on Roosevelt Avenue. In addition to the CBC design, Wilson & Company prepared roadway design plans, roadway lighting, utility relocation, and erosion control plans, all for approval by NMDOT District 6. The City of Grants was awarded funding through the State Road Fund to construct the project, which began in 2023. Wilson & Company has provided construction administration and observation services and support for state grant compliance. Construction of the project is scheduled for completion in Spring 2024.

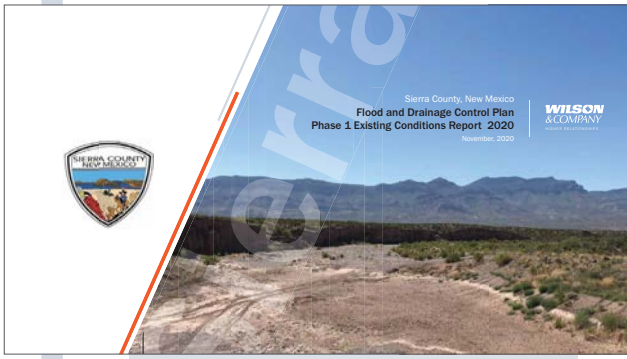
Contact:
Shannon DeVine
Special Projects Coordinator

Phone:
505 290 3722

Email:
projects@grantsnm.gov

Services:
Preliminary engineering report
Design
Drainage master plan
Erosion control plans
Roadway lighting
Utility relocation
Survey
SUE
Environmental coordination
Public involvement
Construction

2 Flood and Drainage Report Phase I - Existing Conditions Report and Phase 2 - Proposed Alternatives Report Sierra County, New Mexico



Sierra County has been subject to recurring flood events, damaging public and private infrastructure. Many of the existing drainage structures are undersized and are unable to convey the required stormwater runoff, causing county roadways to become impassable during rainfall events. This results in unreliable and perilous transportation that isolates communities from emergency responders.

In the fall of 2019, Wilson & Company was contracted by Sierra County to prepare a Flood and Drainage Control Plan (FDCP). The FDCP is a county-wide study that also encompasses six major watercourses and subject basins that were analyzed on a comprehensive level. The watercourses were identified and selected based on flooding severity, risk potential, the population affected, and the areas with the most concern based on information from residents, agencies, and local officials. Additionally, we developed a floodplain management section as a standalone document for use by Sierra County and the Floodplain Manager.

The primary goal of this FDCP was to identify significant and beneficial drainage improvement projects and provide the technical documentation needed to support the implementation of the final design, construction, and development of future funding grant applications.

Contact:
Jocelyn Holguin
Chief Procurement Officer

Phone:
575 952 2025

Email:
jholguin@sierraco.org

Services:
Topographic and boundary surveys
Public engagement
Hydrologic and hydraulic modeling
Geomorphic analysis
Preliminary design
Existing conditions report
Proposed alternatives report

3 On-call Professional Design Services City of Santa Fe, New Mexico

For over two decades, Wilson & Company has provided on-call engineering and project-specific services to the City of Santa Fe. We have supported the city with planning, survey and ROW, engineering and architectural services, and construction phase services. Our partnership with the city of Santa Fe has allowed us to work with several departments within the city, aiding in its growth and development and assisting in redeveloping historical areas. Wilson & Company staff have worked closely with city project staff and administration to ensure projects are supported by the public and successfully constructed. Numerous public engagement activities and meetings with the Bicycle and Trail Advisory Committee, the Historic Preservation Board, and the Mayor's Committee on Disability have been key to the success of several significant city projects. More recently, Wilson & Company has assisted the City with the projects below, similar to your on-call needs:

Contact:
Romella Glorioso-Moss, PhD, AICP, CPO
Capital Projects Manager & BPAC Staff Liaison

Phone:
505 955 6623

Email:
rsglorioso-moss@santafenm.gov

Southside Teen Center Facility Design: The new 17,000-square foot multipurpose facility supports programs targeted at youth and families within the Tierra Contenta community. The building, designed by Wilson & Company Architects, contains a main entry with controlled access, a raised platform and projection screen for theater, music, and video presentations, a large multipurpose gym space, and a large game room with vaulted ceilings and natural lighting.

Site development included drainage analysis for developing drainage mitigation recommendations, design for the extension of utility services for the new building, parking lot design, and ADA compliance. Design for the new site required close coordination with the Land Use Department for permitting and compliance with City development standards.

Services;
Site development
Utilities
Construction contract administration
Land surveying
Drainage report
Project management
Construction observation

Guadalupe Street Reconstruction: The project included design improvements for safety, multimodal accessibility facilities, and driveway access control to the Guadalupe Street corridor from Agua Fria Street to Paseo de Peralta. Guadalupe Street was primarily a 4-lane street through a commercial area with inadequate turning lanes and narrow, raised medians. The existing pedestrian facilities did not meet ADA standards, and bicyclists were forced to share the road with vehicles. Furthermore, the project is located within a Historic Preservation District.

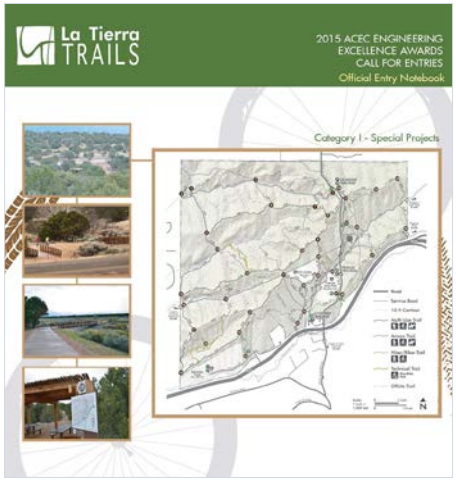
Wilson & Company worked with the City, corridor stakeholders, and the community to develop a multimodal vision for the corridor, including a road diet, enhanced bicycle and pedestrian accommodations, street furniture, lighting enhancements, and drainage improvements. The project is in construction and supported by Wilson & Company observers and construction administration staff.

Services;
Transportation facility
Storm drain
Conducted all investigations/studies
Land survey
Construction contract administration
Project management
Construction observation

La Tierra Trails: La Tierra Trails offers a unique addition to the City of Santa Fe's already diverse and sought-after outdoor recreational opportunities. Located on 1,500 acres within the city limits, the 25+ miles of recreational trails allow for a wide diversity of users ranging from hiker/dog-walker/trail-runner, mountain biker, and equestrian to BMX/freerider. This project helped place Santa Fe and New Mexico in a national spotlight for mountain biking. In October 2012, Santa Fe hosted the International Mountain Biking Association World Summit, which brought individuals worldwide. La Tierra Trails has won numerous local awards, including the New Mexico Society of Professional Engineers and American Council of Engineers.

Project design elements included:

- 3 New trailheads with paved parking
- 2 pedestrian bridges
- Picnic areas
- Several low water crossings
- Drainage improvements
- Water system additions
- GPS Trail mapping



Services;
Transportation facility
Utility design
Site development
Storm drain
Conducted all investigations/studies
Land survey
Drainage report and FEMA study
Construction contract administration
Project management
Construction observation

As noted below, Wilson & Company has significant experience managing on-call contracts for many clients throughout New Mexico. Our team completed numerous task orders ranging from a few hundred dollars to multimillion-dollar, multidisciplined task orders. In addition, we provide statewide on-call engineering services that further demonstrate our familiarity with other agencies that may require additional coordination with the City, illustrating our capacity and capability to deliver multiple tasks concurrently.

- **Cities: Las Cruces,** Albuquerque, Anthony, Grants, Lordsburg, Rio Rancho, Santa Fe, Sunland Park, Truth or Consequences
- **Counties:** Doña Ana, Bernalillo, Cibola, Lincoln, Los Alamos, Luna, Otero, Sandoval, Sierra
- **Villages:** Milan, Pecos, Ruidoso, Williamsburg
- **NMDOT:** Districts 1 through 6, South Region Design, Central Design, and Northern Design
- Albuquerque/Bernalillo County Water Utility Authority
- Albuquerque Metropolitan Arroyo Flood Control Authority
- Cooperative Educational Services
- Eastern Sandoval County Arroyo Flood Control Authority
- Los Alamos National Laboratory
- NASA-White Sands Test Facility
- Navajo Engineering & Construction Authority
- Navajo Nation Division of Transportation
- North Central Regional Transit District
- Sandia National Laboratory
- Santa Fe Public Schools
- Southern Sandoval County Arroyo Flood Control Authority
- Town of Bernalillo

Required forms

RFP Compliance Declaration

New Mexico Resident Business Certificate

Las Cruces Business Certificate

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Civil Engineering Services**

RFP NO.: **23-24-050**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Wilson & Company, Inc., Engineers & Architects

414 N. Main Street, Suite A

Las Cruces, NM 88001

Authorized Signature

Edward Cordova, PE

Typed or Printed Name

Senior Vice President, Principal-in-Charge

Title

edward.cordova@wilsonco.com

Email Address

Telephone number 575 527 9257 Fax number 575 527 9258

NM Tax & Revenue Dept. CRS # 02-357658-00-8

Current NM Secretary of State Business ID # 2309334 (corporations only)

Current CLC Business Registration # 12086-19 (respondents located in Las Cruces only)

Federal I.D. number 48-1176300 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

DBA: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
PO BOX 94000
ALBUQUERQUE, NM 87199-4000

Expires: 06-Feb-2027

Certificate Number:

L0602986096

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 10

Type
Business Registration License - PROFESSIONAL SERVICE

Number
12086-22

Issue Date
09/07/2023

Expires
10/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Wilson & Company Inc, Engineers & Architects
414 N MAIN St #A
Las Cruces, NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Wilson & Company
414 N. Main Street, Suite A
Las Cruces, NM 88001

WILSON &COMPANY
HIGHER RELATIONSHIPS

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-050 CIVIL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-050 dated June 1, 2024 between the CITY and Wilson & Company, Inc., Engineers & Architects (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-050 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WILSON & COMPANY, INC., ENGINEER & ARCHITECTS

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

24-116

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO AWARD PROFESSIONAL SERVICES CONTRACTS FOR GENERAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; PARKHILL, SMITH & COOPER, INC.; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; TERRACON CONSULTANTS, INC.; WATER WORKS ENGINEERS, LLC; WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS; AND ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC., IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-051).**

TYPE OF ACTION: **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

PURPOSE(S) OF ACTION:

To award contracts for General Engineering Services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) required proposals for general engineering services. These services are required to perform engineering services that may include, but not be limited to master planning; structural design on buildings, retaining walls, etc.; roadway, transportation, and parking lot design; site development; electrical design; computer network analysis for GAS, Water, and Wastewater; Supervisory Control of Data Acquisition design; mechanical, gas system, plumbing, and HVAC design; water, wastewater, and natural gas utility system design and analysis; traffic impact and transportation modeling studies; photometrics/street lighting design; drainage studies (including FEMA flood control); storm drainage; solid waste studies, and landfill system design and analysis; environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services; geotechnical assessments, such as soil and groundwater testing for contamination and remediation and other related services; expert witness in judicial and/or quasi-judicial settings; project management; and construction inspection.

On February 2, 2024, the City advertised Request for Proposals for Procurement No. 23-24-051, for the purpose of pre-qualifying firms that can provide these specialized engineering services, and entering into agreements with recommended firms. These proposed agreements will be used on an as-needed basis for a period of five (5) years, subject to approved budget appropriations.

The Purchasing program received fourteen (14) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024. The SAC is recommending award to all fourteen (14) rated firms as follows:

1. Bohannan Huston, Inc. - Las Cruces, New Mexico
2. Cobb, Fendley & Associates, Inc. - Albuquerque, New Mexico
3. Daniel B. Stephens & Associates, Inc. - Albuquerque, New Mexico
4. HDR Engineering, Inc. - Omaha, Nebraska
5. Johnson, Mirmiran, & Thompson, Inc. - Hunt Valley, Maryland
6. Kimley-Horn and Associates, Inc. - Mesa, Arizona
7. Molzen Corbin and Associates - Las Cruces, New Mexico
8. Parkhill, Smith & Cooper, Inc. - Albuquerque, New Mexico
9. Miller Engineers, Inc. dba Souder, Miller & Associates - Las Cruces, New Mexico
10. Stantec Consulting Services, Inc. - Las Cruces, New Mexico
11. Terracon Consultants, Inc. - Las Cruces, New Mexico
12. Water Works Engineers, LLC - Las Cruces, New Mexico
13. Wilson & Company, Inc., Engineers & Architects - Las Cruces, New Mexico
14. Zia Engineering & Environmental Consultants, LLC - Las Cruces, New Mexico

It is advantageous for the City to have a pre-qualified list of engineers from which to select, to get budgeted projects completed. All City departments will be able to enter into individual Project Assignment Agreements with these engineering firms on an as-needed basis. The Public Works Department has numerous projects budgeted throughout upcoming fiscal years. There are also times when special funding (e.g. Legislative appropriations, New Mexico Department of Transportation, etc.) is made available to the City for specific projects. The funding sources often give strict timeframes within which improvements must be designed and constructed to secure the funding. By having a pre-qualified list of engineers, it will not be necessary to go through individual Request for Proposals to contract the necessary work for each individual project. These agreements will allow Public Works, and any other department needing these services, to contract with any one of the fourteen (14) pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

SUPPORT INFORMATION:

Exhibit "A" 23-24-051 General Engineering Services - BHI
Exhibit "B" 23-24-051 General Engineering Services - Cobb Fendley
Exhibit "C" 23-24-051 General Engineering Services - DBSA
Exhibit "D" 23-24-051 General Engineering Services - HDR
Exhibit "E" 23-24-051 General Engineering Services - JMT
Exhibit "F" 23-24-051 General Engineering Services - Kimley-Horn
Exhibit "G" 23-24-051 General Engineering Services - MolzenCorbin
Exhibit "H" 23-24-051 General Engineering Services - Parkhill
Exhibit "I" 23-24-051 General Engineering Services - SMA
Exhibit "J" 23-24-051 General Engineering Services - Stantec
Exhibit "K" 23-24-051 General Engineering Services - Terracon
Exhibit "L" 23-24-051 General Engineering Services - WaterWorks
Exhibit "M" 23-24-051 General Engineering Services - Wilson&Company
Exhibit "N" 23-24-051 General Engineering Services - Zia

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

SAC

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award contracts to the fourteen (14) selected pre-qualified firms, to provide general engineering services for the City on an as-needed basis, to each firm for a term of five (5) years, subject to approved budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternate direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay awarding contracts for general engineering services and prevent completion of budgeted projects.

RESOLUTION 24-116

A RESOLUTION TO AWARD PROFESSIONAL SERVICES CONTRACTS FOR GENERAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; PARKHILL, SMITH & COOPER, INC.; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; TERRACON CONSULTANTS, INC.; WATER WORKS ENGINEERS, LLC; WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS; AND ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC., IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-051).

The City Council is informed that:

WHEREAS, the City of Las Cruces requested proposals for general engineering services; and

WHEREAS, these services are required to perform engineering services that may include, but not be limited to master planning; structural design on buildings, retaining walls, etc.; roadway, transportation, and parking lot design; site development; electrical design; computer network analysis for GAS, Water, and Wastewater; Supervisory Control of Data Acquisition design; mechanical, gas system, plumbing, and HVAC design; water, wastewater, and natural gas utility system design and analysis; traffic impact and transportation modeling studies; photometrics/street lighting design; drainage studies (including FEMA flood control); storm drainage; solid waste studies, and landfill system design and analysis; environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services; geotechnical assessments, such as soil and groundwater testing for contamination and remediation and other related services; expert witness in judicial and/or quasi-judicial settings; project management; and construction inspection; and

WHEREAS, the purpose is to establish a list of pre-qualifying firms that can provide these specialized engineering services; and

WHEREAS, these agreements will be used for five (5) years on an as-needed basis, subject to approved budget appropriations; and

WHEREAS, the Purchasing program received fourteen (14) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024; and

WHEREAS, the SAC is recommending award to all fourteen (14) firms as follows: Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc.; Daniel B. Stephens & Associates, Inc.; HDR Engineering, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Kimley-Horn and Associates, Inc.; Molzen Corbin and Associates; Parkhill, Smith & Cooper, Inc.; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Services, Inc.; Terracon Consultants, Inc.; Water Works Engineers, LLC; Wilson & Company, Inc., Engineers & Architects; and Zia Engineering & Environmental Consultants, LLC.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Professional Service Agreements for general engineering services are hereby awarded to Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc.; Daniel B. Stephens & Associates, Inc.; HDR Engineering, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Kimley-Horn and Associates, Inc.; Molzen Corbin

and Associates; Parkhill, Smith & Cooper, Inc.; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Services, Inc.; Terracon Consultants, Inc.; Water Works Engineers, LLC; Wilson & Company, Inc., Engineers & Architects; and Zia Engineering & Environmental Consultants, LLC, as shown in Exhibit "A" through "N", respectively, attached hereto and made part of this Resolution.

(II)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Bohannan Huston, Inc., of 7500 Jefferson St. NE, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109 ATTENTION: Matthew Thompson

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

BOHANNAN HUSTON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Bohannan Huston

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260 (E7)
2	Project Engineer/Project Manager	$ 205 (E5)
3	Senior Engineer	$ 180 (E4)
4	Design Engineer	$ 160 (E3)
5	Engineer Intern	$ 135 (E2)
6	Engineering Technician	$ 150 (ET7)
7	Drafting Technician	$ 110 (ET4)
8	Survey Crew**	$ 280+
9	Construction Inspector/Observer	$ 140 (CO6)
10	Administrative/Clerical	$ 100 (AP4)
11	Field Testing and Investigations	$ case-by-case basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 5%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ invoiced at cost
16	Color Copies (per copy)	$ invoiced at cost
17	Prints 24x36 (per sheet)	$ invoiced at cost
18	Mylars 24x36 (per sheet)	$ invoiced at cost
19	Photo Quality Plots (per plot)	$ invoiced at cost
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CITY OF LAS CRUCES

GENERAL ENGINEERING SERVICES

TECHNICAL PROPOSAL
RFP NO. 23-24-051

FEBRUARY 27, 2024

Bohannan Huston

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011

575.532.8670
bhinc.com

February 27, 2024

City of Las Cruces
City Purchasing Bid Clerk
bidclerk@las-cruces.org

RE: City of Las Cruces Civil Engineering Services | RFP 23-24-051

Dear Members of the Selection Committee:

We recognize the City of Las Cruces is in search of a qualified consultant to provide general engineering services on an as-needed basis for large, multifaceted projects from start to finish. Bohannan Huston, Inc., (BHI) offers the City of Las Cruces a highly qualified New Mexico-based team that has the expertise, availability, and resources all under one roof. We offer innovative approaches and relevant experience to provide the City of Las Cruces with local talent for your planning and design consulting services.

BHI is a staple in New Mexico's full-service engineering and surveying service industry and has been developing projects in Las Cruces from concept through construction. We understand the unique needs and culture of the community and can respond accordingly with support from our parent office as necessary.

Factors that position BHI as the right choice for this on-call contract for the City of Las Cruces include:

Continued Service: As a current on-call engineer for the City of Las Cruces, BHI has the capability to continue providing qualified staff for all phases of a project – from planning and design to construction management. We have worked previously on projects of all scales with several departments within the City, from Public Works, to Parks and Recreation and Utilities, and have a respected reputation with all of them.

Roots: BHI is an established member of the Las Cruces business community with a long-term commitment to the betterment of our City. Our Las Cruces office is staffed by employees who have deep roots in southern New Mexico, many who have studied in the area and now have made Las Cruces their home. When we work for the City, we are working for our home.

Trusted Team: The City of Las Cruces can continue to rely on BHI staff to ensure that your needs for engineering services are taken care of at any time. Leading our team will be Matthew Thompson, PE, as Principal-in-Charge, Tyler Hopkins, PE, as Project Manager, and Diana Gomez as Assistant Project Manager. They fully understand the challenges that many local governments in the area face, especially with budget or schedule constraints. As a team, we are prepared to come alongside the City of Las Cruces and help find effective solutions.

A Successful History of Performance: Our Las Cruces office has been serving the City for nearly 30 years. BHI is committed to providing extraordinary service that improves the quality of life for New Mexico and our clients. We have a large pool of resources – including our teaming partners Epsilon Systems Solutions and COZ Engineering – with which to serve the City. This team of creative staff will be actively engaged in the pursuit of innovative, clear and concise, dependable solutions that meet your needs.

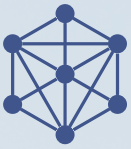
Thank you for the opportunity to submit this proposal for general engineering services. We are confident the City of Las Cruces will continue to find BHI has the right capabilities, people, experience, and approach to ensure that each project is a success.

Sincerely,

Matthew Thompson, PE
Senior Vice President

A. PROPOSED TECHNICAL APPROACH

Our multi-discipline structure allows BHI to provide end-to-end services, from planning and engineering studies to construction engineering on a variety of projects. Our approach ensures that we can assemble a highly qualified team – one that will leverage cutting-edge tools and techniques – to provide the right technological and cost-effective solution for each project. For any given task order, our general approach would be as follows:



RELY ON FIELD-SPECIFIC DATA We base our study and design efforts on actual field data. In almost all instances, actual conditions in the field predicate the design conditions and the implementation of the most feasible design solution. Our team members understand the value of field-specific data and will collect all relevant information, including surveying and sampling as necessary, for each project before analyses and solutions are developed.

INCORPORATE OPERATIONAL CONSIDERATIONS INTO THE DESIGN We value the operational and maintenance requirements of facilities and incorporate them into our designs. Designing facilities that are functional, effective, and operations-friendly is our goal.

APPLY QUALITY ASSURANCE/QUALITY CONTROL PRACTICES Quality of work is one of the core values at BHI. Fundamentally, the BHI team will refer to the BHI Quality Management System Policy Manual to govern the work being accomplished for City of Las Cruces projects. This manual provides the framework for the system of processes that govern our work. More specifically, BHI will use our tested and proven processes for design, project management, and construction management or administration to oversee the work performed under this contract. For each project, we develop a quality assurance/quality control (QA/QC) strategy that includes:

Staffing: Our QA begins with appropriate staffing, a strategy that ensures your project is performed by qualified personnel. Our team will begin with an internal review of the project scope, as defined during the kickoff meeting with your staff. The purpose of this review is to educate everyone involved on items such as project scope, deliverables, schedule, design criteria, team members and roles, and the project itself. Final plan documents are stamped, dated, and signed by the responsible New Mexico Registered Professional Engineer.

Schedule: The scheduling strategy includes milestones and scheduled inspections based on time frames established with the City. The team will hold weekly meetings to discuss project status and adjust staffing to meet your needs and schedules. Any changes that may impact the project will be communicated to you and will be documented to ensure that the schedule changes are agreed upon and known to all involved in the project.

Design Criteria: Our staff is trained in the latest design criteria. All current design criteria, manuals, standards, and directives are kept in a centralized library, located within the project team's work area.

Constructability Review: Team members will perform a constructability review to verify that the plans are "designed as it will be constructed" for a specific project. Traffic control during construction, construction phasing, work zone access, availability of materials, and the most applicable construction methods will be reviewed as part of this process.

Document/Plan Checking: Quality Control reviews will be conducted prior to submittals at key milestones. The reviews will evaluate design criteria for completeness and appropriateness and will ensure that documents are prepared according to your requirements and that they are well-organized, clear, concise, and technically and grammatically correct. The documents will also be reviewed to ensure compliance with generally accepted Professional Standards of Engineering Practices and applicable laws and regulations. Design deficiencies found during the process will be documented by marked-up drawings or reports and revised accordingly. The design file will include records of formal checks performed throughout the duration of the project.

COST CONTROL OF THE DESIGN PROCESS Our first rule of cost control during the design process is to establish with the City an accurately defined scope of work for the project. Second, experts in each discipline outline the activities and develop the work hours and expenditure budgets required to complete the necessary deliverables for the project. The project is monitored on a weekly basis to determine progress and confirm staffing

resources. BHI uses interactive accounting software that allows project managers to review project data and budgets at any time and holds meetings on a regular basis to keep our staff organized and productive.

COST CONTROL OF THE CONSTRUCTION PROCESS Internal communication of project scope is critical to successfully controlling the cost of construction. We invest a great deal of time to the design interface to ensure that estimates of probable construction costs meet both the project scope and the client's budget. These budgets include the necessary deliverables to design and construct the best project for your dollar. Construction cost estimates are prepared at key milestones during project development. A spreadsheet is used for compilation of project quantities and construction cost estimating. These estimates are compared to your budget to determine if it meets your expectations. If the cost estimates are above the budgeted amount and cannot be reduced through design efforts, we notify you immediately and either adjust the project scope to fit within the budget or assist you in seeking additional funding to build the project in its entirety.

COST ESTIMATING TECHNIQUE Our cost estimating approach begins with utilizing existing resources of available cost data from local municipalities (like the City) reviewing any available recently bid projects, NMDOT average unit prices, and an internal database BHI compiles with all projects we design and have bid data for. We also make an effort to have all of our engineers spend time in the field during construction of projects; this provides a solid understanding of construction methods and how they relate to costs. Our cost estimating methods are consistent with the bidding processes used by contractors and are representative of actual project values at the time of bidding. Estimating project construction costs is dependent on three main factors, as demonstrated to the right.

1. Accurate tabulation of all items to be included in the final product to be constructed.
2. Understanding of market conditions and materials based on construction in both public and private sectors.
3. Use of current bid prices from broad-based information sources.

As with all of our projects, we will use each of these bid pricing sources to provide the most representative cost estimate possible after adjusting for current market conditions. BHI also employs several construction engineering inspection staff, who are consulted if project bid items or conditions are unusual and may not fall within a typical unit price cost from a database.

B. AND C. MAJOR TASKS TO BE ACCOMPLISHED AND SERVICES PROVIDED

The BHI team offers the full range of services requested in your RFP. Below we summarize our skills in each of these key areas.

MASTER PLANNING

BHI has a comprehensive history in Project Master Planning which ranges from comprehensive infrastructure Master Plans to assisting other team members in completing engineering aspects of projects. We have worked continuously on numerous projects beginning at the Master Plan stage, and then completing many site-specific efforts on individual parcels that conform to the Plan requirements. Our experience also varies by type of development, demonstrated by the Master Plans we have completed for projects ranging from Industrial Parks and commercial/mixed-use developments with parcels of varying sizes, to residential projects with thousands of units and public amenities.

BHI has provided these services for projects in many cities throughout New Mexico, including local rural communities like Hatch and Elephant Butte. We have also provided Master Planning expertise to multiple end users including commercial, office, industrial, and residential components.

In addition to BHI's experience with the preparation of the Master Plan documents, we have also gained approvals for these plans through a variety of jurisdictions. These approvals have come from commissions, boards, and/or councils, providing the property owner with approved documents that can be provided to potential lot purchasers allowing them to understand the overall development concepts and to better plan their projects. Understanding the approval process allows BHI to provide

expert advice for getting the right combination of incentives for, and requirements of, potential users written into the plan development policies.

BHI has designed many final user projects on individual parcels of property that are controlled by Master Plans. As such, we are very familiar with the critical contents of these plans, how to interpret them, and what requirements are most efficient and should therefore be included in a successful Master Plan package.

STRUCTURAL DESIGN OF BUILDINGS, RETAINING WALLS, ETC.

BHI's engineers provide efficient and practical design solutions for our clients' structures, whether working with masonry, steel, timber, concrete, foundation systems, or stabilized earth and retaining systems. BHI offers services ranging from multi-span bridges to retaining walls.

ROADWAY, TRANSPORTATION, AND PARKING LOT DESIGN

Over the years, BHI has completed numerous roadway and parking lot projects for the City of Las Cruces, as well as other entities. BHI is familiar with the City of Las Cruces Design Standards and Standard Specifications for Road Construction. We closely follow the City of Las Cruces subdivision guidelines, addressing issues such as drainage and ADA accessibility in designs, as well as taking into account issues such as fire truck and ambulance access. Ultimately, our goal is to provide convenient, safe, and economical infrastructures that can support all modes of transportation.

SITE DEVELOPMENT (DRAINAGE AND GRADING DESIGN)

We understand the sophistication and uniqueness that is required on all parts of planning, analysis, and design for site development work. These types of projects often require a detailed and innovative approach to develop workable, cost-effective solutions. We draw from our combined expertise in each area of civil engineering – such as transportation, water, and structures – to achieve such solutions and, ultimately, to meet the mission of the users. Our site development experience allows us to target the critical issues to arrive at good and timely decisions that cater specifically to the individual needs of our clients.

ELECTRICAL DESIGN

Booster Stations: Our team has extensive experience in water utility infrastructure including booster stations. Current water booster station technology involves many complex systems to allow reliable continued service. Power systems must include an on-site power standby generator in case of power loss even though it may only last for short periods of time. Current water booster stations usually involve a higher level of controllability such as variable speed drive motors driving pumps to maintain pressure. This requires programmable logic controllers and other electronic features, including Supervisory Control and Data Acquisition (SCADA) links to central terminals.

Lift Stations: Similarly, our team also has extensive experience with sanitary sewer lift stations. Lift stations are nearly identical to booster stations from the reliability aspect and being crucial to provide the redundancy and robust equipment to handle all issues that may arise throughout the year. Lift stations bring many more issues to address such as the need for greater ease of maintenance, hazardous area classifications, and extensive corrosion protection evaluations. The complexity of the instrumentation and controls associated with these pump stations can be extensive but will allow careful monitoring and control of such critical facilities that cannot tolerate extended failures.

Odor Control Stations: Our team is very familiar with integrating odor control stations where necessary. These types of facilities usually are found at the main water reclamation facility entrance or at large central lift stations. Whether biomass pile or manufacturer canister-type odor control, these units require fan control, water moisture monitoring, and hydrogen sulfide gas monitoring to maintain proper ambient gas control to avoid local residence impact. Combining these into a local control panel with remote access can allow central monitoring to maintain a proper biomass level.

Building Electrical System Design: Whether this involves a new building facility or the renovation of an existing facility our team is experienced with the needs for modern buildings. Resilient buildings today can involve standard utility sourced power as well as incorporating on-site solar photovoltaics and standby generators and we are familiar with all systems. Ensuring the facility is safe for City maintenance staff with a proper arc flash analysis and labeled accordingly per National Electric Code requirements is now a standard requirement. Integrating modern computer networks, LED lighting, and security systems for all building types is another modern basic design standard we incorporate on all projects.

COMPUTER NETWORK ANALYSIS FOR GAS (GASWORK), WATER (INFOWATER), AND WASTEWATER (INFOSEWER).

BHI uses the latest technologies for analyzing water supply and transmission systems; gravity sewer and pressure sewer systems; and high-, medium-, and low-pressure gas networks. We understand that "bad data in" results in "bad data out." To ensure the accuracy of our models, we incorporate record drawings and operations and maintenance manuals, visit with operational personnel, conduct site visits, verify equipment models and data in the field, and perform calibration tests. BHI uses the modeling software that will best meet both the project's and the client's needs. Some of the computer network analysis programs we use include InfoWater Pro, InfoSewer, InfoSWMM, InfoWorks ICM, WaterGEMS, SewerGEMS, GasWorks, Synergi, SKM Power, GeoHMS, GeoRAS, HEC-HMS, HEC-RAS, HEC-FDA, and Civil3D Storm & Sanitary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) DESIGN

BHI in-house expertise includes planning and designing SCADA systems. Whether these systems use unlicensed or FCC licensed radios, or more sophisticated fiber optic and ethernet communication networks, we understand how to apply them effectively. We have extensive expertise integrating SCADA networks for new and rehabilitated municipal gas/water/wastewater utilities. In-plant SCADA networks can become very complicated as older discrete control systems are transitioned over to the newer Ethernet IP networks while connecting field instrumentation with local control logic units. The need for personnel to have instant access anywhere at any time must be balanced with an enhanced network security approach to safeguard critical systems, and is central to our typical approach on these types of projects.

MECHANICAL DESIGN, GAS SYSTEM DESIGN, PLUMBING, AND HVAC DESIGN

BHI's mechanical team provides support services for projects involving commercial building or ancillary facility support structures. Our primary goal is to design HVAC or domestic plumbing systems that achieve an optimum balance between cost and efficiency for the functions required. A clear understanding of the building function and the comfort required for the occupants and operations enable a better selection and integration of the best available systems to minimize upfront capital and maintenance costs while maximizing the application comfort and energy efficiency. Our building domestic plumbing designs will encompass potable water, chemicals, sewer, and natural gas fuel, all to be sized and applied to the appropriate facility fixtures and equipment. Our other unique mechanical system experience allows us to address analysis and design of the types of processes, such as air delivery units for aerations systems, hydropneumatics, pumping stations, and compressed air units.

BHI's engineering experience and expertise extends to natural gas distribution utilities as well. Our team uses the latest in gas modeling software to plan high and low distribution pipeline networks to handle various types of demands for public utilities that operate their own system. We are familiar with steel and polyethylene pipeline system design and the intricate aspects that dictate how these systems are to be installed on buildings or facilities such as a natural gas-fired water well.

DESIGN AND ANALYSIS OF WATER, WASTEWATER AND GAS UTILITY SYSTEMS

Water: Our BHI staff has provided water infrastructure design and analysis services for southern New Mexico for over 20 years. Our services include groundwater water treatment systems for dissolved minerals such as iron, manganese,

sulfate, arsenic, and fluoride; elevated, ground, and sub-surface storage tanks; domestic wells; booster pump stations; distribution mains and transmission lines; and chemical management systems. BHI uses InfoWater Pro, a GIS-based modeling software to analyze water systems for hydraulic constraints and water quality achievement.

Wastewater: BHI is proud of the numerous wastewater infrastructure projects that we have been instrumental in bringing to completion in New Mexico. BHI has provided services for various types of wastewater treatment systems, including conventional activated sludge with biological nutrient removal, clarification, sequencing batch reactors (SBRs), lagoon pond systems, recirculating sand filtration systems, and septic systems with leach fields. BHI also has extensive experience with planning and modeling using InfoSWMM and InfoWorks software, that are integrated into effective design of gravity sewer collection systems, pressure sewer systems, lift stations, and force mains.

Natural Gas: BHI has extensive experience working with natural gas systems composed of low-, medium-, or high-pressure distribution pipe networks and related pressure regulation stations. BHI uses the latest GasWorks modeling software to analyze gas transmission, high-pressure, and low-pressure distribution systems. We have a current working model of the City's high-pressure system that is current and capable of being integrated into any low-pressure system analysis for use in future planning and development.

TRAFFIC IMPACT STUDIES AND TRANSPORTATION MODELING STUDIES

BHI's traffic and transportation planning and design expertise is one of our core services that we provide to numerous municipalities around the state. We can accommodate a variety of assignments including but not limited to corridor studies, traffic studies, transportation plans, roadway and interstate planning and design, multi-modal facilities planning and design, signal and lighting analysis and design, and associated governmental/environmental approvals and compliance.

Our team of experts can support you from concept to completion, from early planning that involves land use and economic development connections with your transportation network to the completion of a full roadway design product ready for construction.

BHI has an understanding of the latest technology in traffic engineering analysis, including Synchro, WARRANTS, SimTraffic, Hi CAP RODEL, VISSIM, VISUM, HCS+, and aaSIDRA. We have a working relationship with your Traffic Engineering Department, New Mexico Department of Transportation's District 1 and Southern Design Center, as well as the Mesilla Valley MPO, so that we can function like an extension to your staff in completing various transportation-related on-call tasks, as needed.

PHOTOMETRICS/STREET LIGHTING DESIGN

BHI has experience with typical low-level street lighting as well as high-mast roadway intersection lighting. Conventional design practices typically follow NMDOT minimum standards, including expected safe light levels, but other City requirements can also be applied as needed. With the continued evolution of the LED light products, the lower power demands free up space on existing power distribution systems, while simultaneously providing enhanced light outputs increasing safe driving. Another application aspect of LEDs is their greater ability to provide a whiter light, similar to metal halide, which allows a much better contrast for the human eye, to distinguish pedestrians more quickly, specifically needed at intersection crosswalks.

DRAINAGE STUDIES, INCLUDING FEMA FLOOD STUDIES

BHI's several decades of experience with flood control planning studies and storm drainage system design allow us to successfully complete designs for individual site developments, primary roadways, and urban drainage master plans. Our high-quality surface hydrology services include rainfall and runoff analyses, existing drainage facility optimization, floodplain control planning, and stormwater treatment analysis and design. We have extensive experience in the continued integration of GIS, allowing better spatial information visualization in various software programs such as GeoHMS, GeoRAS, and the HEC supported products for all early analysis and project drainage evaluations.

STORM DRAINAGE

Combined with our drainage analysis experience above, this experience translates to storm drainage system design and allows us to successfully complete drainage design plans for individual site developments, primary roadways, and urban drainage master plans and designs. Our high-quality surface hydrology services and plans include rainfall and runoff analyses, existing drainage facility optimization, floodplain control planning, and stormwater treatment analysis and design. Our broad expertise also includes dams, channels, levees, storm sewers, drop structures, energy dissipaters, river restoration, and Structural Best Management Practices (BMPs).

SOLID WASTE STUDIES, LANDFILL SYSTEM DESIGN AND ANALYSIS

Planning and design experience for solid waste handling is unique, and few companies have staff with this knowledge in-house. For work on regional waste management systems, BHI has supported municipal clients with various aspects of solid management facilities that may need optimization such as improved stormwater management or roadway access. However, for an extensive new solid waste facility from the ground up, BHI would search out and team up with a partner consulting firm if this service was needed at a future date.

ENVIRONMENTAL SURVEYS, ASSESSMENTS MONITORING, AND MANAGEMENT

To provide environmental services under this contract, BHI has teamed with Epsilon Systems Solutions (Epsilon). Epsilon brings a broad experience background to the team and specializes in the preparation of environmental documents that comply with the National Environmental Policy Act (NEPA) as well as other local, state, and federal environmental laws and regulations. Epsilon's capabilities include environmental documents, biological evaluations, cultural resource surveys, archaeological excavations, noise and air quality studies, hazardous materials investigations, paleological, and other environmental studies. As a team member with BHI, they will work closely to determine the accurate level of effort for each project and produce the type of documentation required to complete the permitting process.

GEOTECHNICAL ASSESSMENTS

To provide geotechnical services under this contract, BHI will work closely with COZ Engineerong (COZ) for any geotechnical services required by the City. Design and construction of functional and cost-effective structures require a thorough understanding of local soil, rock, and groundwater conditions. COZ provides a wide range of geotechnical assessment services to support all phases of a project, from preliminary design through completion of the building process.

EXPERT WITNESS

Senior BHI staff are able to provide expert witness testimonials in their respective fields, as may be required by the City.

PROJECT MANAGEMENT

BHI follows a customized in-house Project Management Methodology to facilitate the successful delivery of our projects. By using a standardized process with quality checks throughout the project, we are better able to manage staffing, budgets, and project schedules. We manage our projects in our in-house developed BHTracker which keeps our whole team apprised of all information made available and the deliverables created. That information is available at all times throughout the project and can incorporate the City's project management staff as well. For the City, the importance of this methodology is the improved quality and cost control it provides, helping us meet project schedules and budgets more effectively.

This BHI-tailored approach provides our project managers a proven tool that helps ensure that client project goals are accomplished, the schedule is met, and the project delivered is the project expected. While each project presents a unique scope, schedule, budget, and deliverable, having defined steps that move our projects from negotiation to closeout provides our clients the assurance that they can expect a focus on effective project management from our company that is consistent from project to project.

CONSTRUCTION INSPECTION

For us, projects are only complete after the planning and design elements have been transformed into the final constructed product. At BHI, our engineering team understands all of these steps and provides a wide range of services during construction. We know that maintaining strong communication links between the contractor and owner, establishing and meeting schedules, providing a watchful eye during the construction of key elements, and resolving problems in a professional and expeditious manner are critical for success.

During construction management our team can provide a wide range of services that are critical during construction, including construction administration and inspection. One of these services from our team, that has a high return value for the City, is maintaining a full-time construction observer to inspect or observe the project progress for compliance with construction documents to ensure the infrastructure is delivered in the condition and quality expected. Having this oversight enables the confidence that underground systems were installed in a high-quality workmanship manner, similar to the expectations for above ground systems which are easily visible. Without this oversight assurance, it leaves the door open to possible contractor errors or poor workmanship that degrade the final product.

D. TYPICAL PROJECT SCHEDULE/TIMELINE

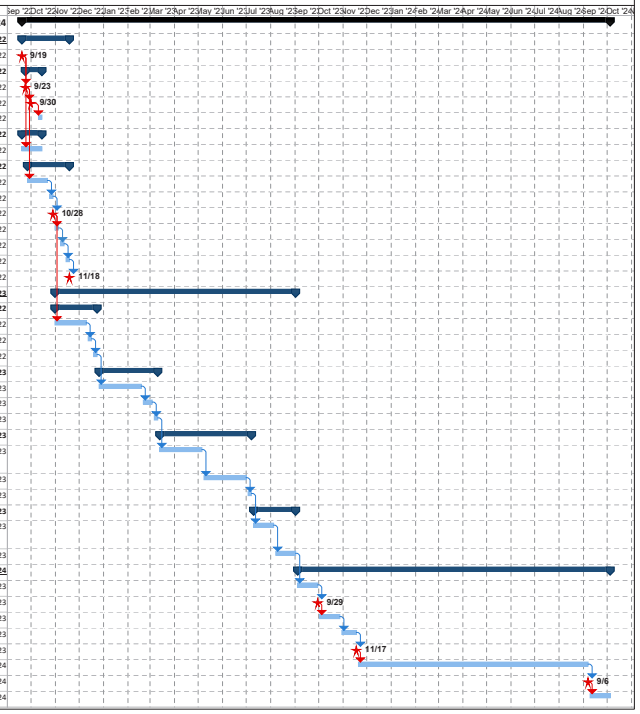
On-call task order schedules can vary greatly, depending on a number of factors such as the complexity of the scope, any permitting requirements, jurisdiction coordination, public involvement, etc. Upon receipt of a task order, Project Manager Tyler Hopkins and/or Assistant Project Manager Diana Gomez will prepare a scope and fee document to include a proposed schedule and manhour estimate for the City's ultimate approval. Any modifications to the schedule will be made with the City's approval.

Bohannan Huston
www.bhinc.com
800.877.5332

EXHIBIT A - PROJECT SCHEDULE
BRITTANY ESTATES AND ESTADOS SERENOS SEWER EXTENSION
August 23, 2022

LAS CRUCES UTILITIES

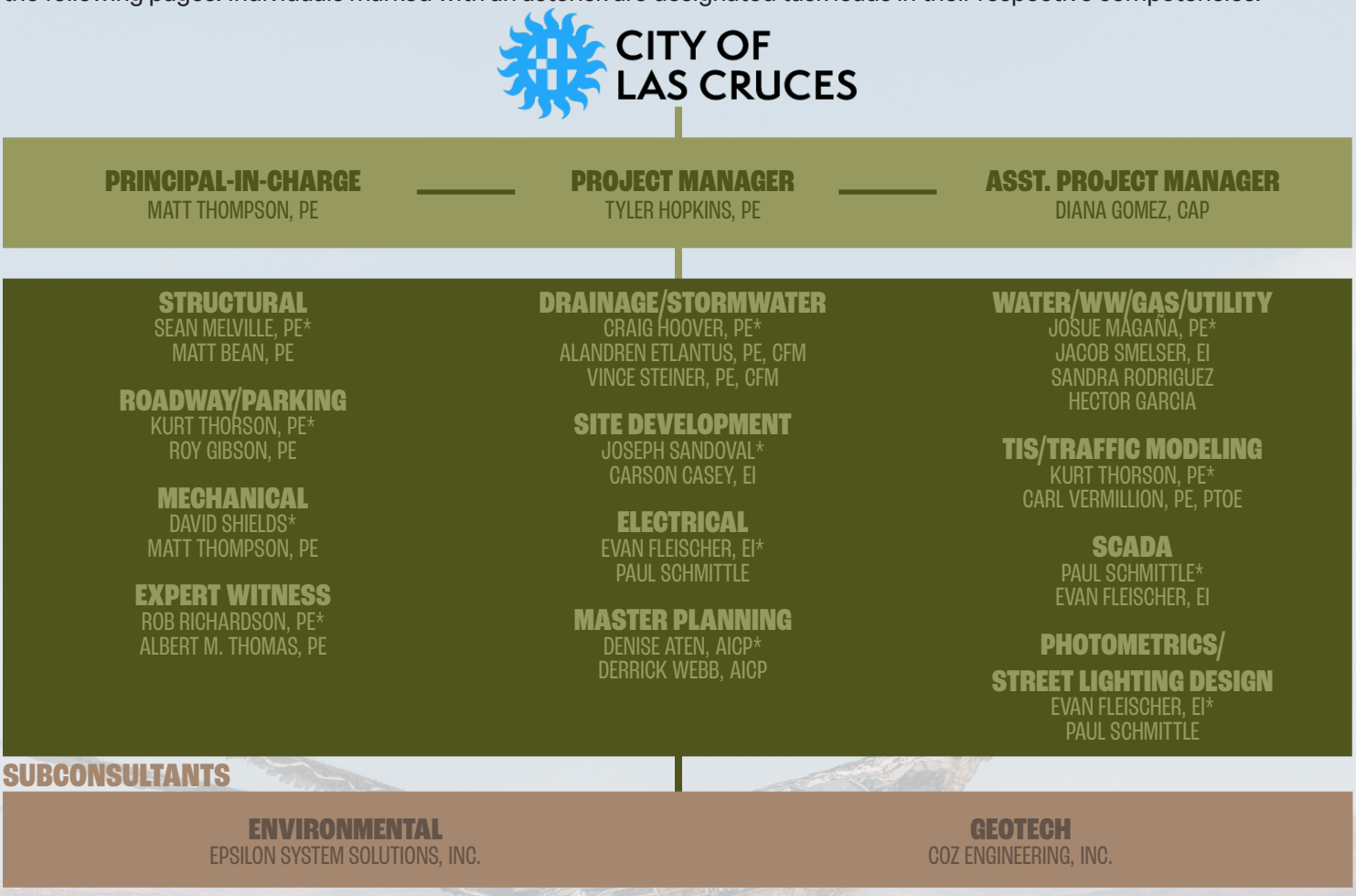
ID	Task Name	Duration	Start	Finish
0	**Brittany Estates and Estados Serenos**	**535 days**	**Mon 9/19/...**	**Fri 10/4/24**
1	**PLANNING PHASE**	**45 days**	**Mon 9/19/22**	**Fri 11/18/22**
2	Notice to Proceed	0 days	Mon 9/19/22	Mon 9/19/22
3	**Assembly of Existing Data**	**15 days**	**Fri 9/23/22**	**Fri 10/14/22**
4	Internal Kickoff Meeting	0 days	Fri 9/23/22	Fri 9/23/22
5	Client Kickoff Meeting	0 days	Fri 9/30/22	Fri 9/30/22
6	Acquire As-Built/GIS Information from Client	5 days	Mon 10/10/22	Fri 10/14/22
7	**Site Survey**	**20 days**	**Mon 9/19/22**	**Fri 10/14/22**
8	Design Survey	20 days	Mon 9/19/22	Fri 10/14/22
9	**Design Analysis Report**	**40 days**	**Mon 9/26/22**	**Fri 11/18/22**
10	Prepare Draft Report	20 days	Mon 9/26/22	Fri 10/21/22
11	Internal Draft Report QA/QC	5 days	Mon 10/24/22	Fri 10/28/22
12	Submit Report Draft	0 days	Fri 10/28/22	Fri 10/28/22
13	Client Review	5 days	Mon 10/31/22	Fri 11/4/22
14	Prepare Final Report	5 days	Mon 11/7/22	Fri 11/11/22
15	Internal Final Report QA/QC	5 days	Mon 11/14/22	Fri 11/18/22
16	Submit Final Report	0 days	Fri 11/18/22	Fri 11/18/22
17	**DESIGN PHASE**	**220 days**	**Mon 10/31/22**	**Fri 9/1/23**
18	**30% Design**	**40 days**	**Mon 10/31/22**	**Fri 12/23/22**
19	Prepare 30% Design Plans and Cost Estimate	30 days	Mon 10/31/22	Fri 12/9/22
20	Client 30% Review Period	5 days	Mon 12/12/22	Fri 12/16/22
21	30% Comments Review	5 days	Mon 12/19/22	Fri 12/23/22
22	**60% Design**	**55 days**	**Mon 12/26/22**	**Fri 3/10/23**
23	Prepare 60% Design Plans and Cost Estimate	40 days	Mon 12/26/22	Fri 2/17/23
24	Client 60% Review Period	10 days	Mon 2/20/23	Fri 3/3/23
25	60% Comments Review	5 days	Mon 3/6/23	Fri 3/10/23
26	**Final Draft**	**85 days**	**Mon 3/13/23**	**Fri 7/7/23**
27	Prepare 90% Design Plans, Specifications, Cost Estimate	40 days	Mon 3/13/23	Fri 5/5/23
28	Client/NMED 90% Review Period	40 days	Mon 5/8/23	Fri 6/30/23
29	90% Comments Review	5 days	Mon 7/3/23	Fri 7/7/23
30	**Final Stamped Design**	**40 days**	**Mon 7/10/23**	**Fri 9/1/23**
31	Prepare Stamped Design Plans, Specifications, Cost Estimate	20 days	Mon 7/10/23	Fri 8/4/23
32	Client/NMED Authorization to go to Bid	20 days	Mon 8/7/23	Fri 9/1/23
33	**CONSTRUCTION PHASE**	**285 days**	**Mon 9/4/23**	**Fri 10/4/24**
34	Advertising Period	20 days	Mon 9/4/23	Fri 9/29/23
35	Contractor Bids Due	0 days	Fri 9/29/23	Fri 9/29/23
36	Client Council Approval	20 days	Mon 10/2/23	Fri 10/27/23
37	Contract Document Execution	15 days	Mon 10/30/23	Fri 11/17/23
38	Pre-Construction Meeting/Notice To Proceed	0 days	Fri 11/17/23	Fri 11/17/23
39	Facility Construction Period	210 days	Mon 11/20/23	Fri 9/6/24
40	Substantial Completion	0 days	Fri 9/6/24	Fri 9/6/24
41	Final Completion, Record Drawings	20 days	Mon 9/9/24	Fri 10/4/24



SAMPLE PROJECT SCHEDULE PREPARED FOR THE CITY OF LAS CRUCES UPON ISSUE OF A TASK ORDER.

2. PROJECT TEAM

Our depth of experience and breadth of capabilities — as witnessed by the completion of a significant number of diverse projects in a variety of locations — are continually expanding. Our proposed personnel for this contract are shown in our organization chart by competency, many of whom you are already familiar with as the same folks working with the City to complete task orders under our most recent on-call contract (further detailed in the next section). For this contract, we've added additional competency to the organization chart – Assistant Project Manager Diana Gomez – to ensure that our team continues to meet project design and delivery expectations. Qualifications information for our team members are provided in the following pages. Individuals marked with an asterisk are designated task leads in their respective competencies.



PROJECT TEAM

Below, you will find qualifications of our team. Each staff member is qualified to do the work proposed under this on-call contract, and each has the capacity to take on new task orders. As each task order may vary in expertise required, the percent of time each team member has available for a project will vary. A manhour estimate will be provided for City review upon issuance of a task order.

Name | Location | Qualifications	Years' Exp.	Expertise | Competence
Matt Thompson, PE | Las Cruces | PE NM #13868 | BS Electrical Engineering, BS Mechanical Engineering	32	Project Development and Management | Contract Oversight | Electrical and Mechanical Engineering | Municipal Infrastructure Planning and Design
Tyler Hopkins, PE | Las Cruces | PE NM #20677 | BS Civil Engineering	17	Project Development and Management | City of Las Cruces Familiarity | Multi-Disciplined Expertise | Federal and State Regulatory Requirement Familiarity
Diana Gomez, CAP | Las Cruces | Certified Administrative Professional: NM #93941001, Certificate Project Management | BS Computer Science	20	Project Development and Management | City of Las Cruces Familiarity | Federal and State Regulatory Requirement Familiarity | Grant/Funding Administration

Sean Melville, PE | Albuquerque | PE NM #17400 | MS Civil Engineering (Structural Emphasis), BS Civil Engineering	28	Structural Engineering Specialty | Construction Design Knowledge | Civil Infrastructure Knowledge | Design and Analysis of Bridge Materials
Matt Bean, PE | Albuquerque | PE NM #23120 | MS Structural Engineering, BS Civil Engineering	19	Structural Engineering Specialty | Problem Solving and Client Coordination | Construction Specification Proficiency | Specializes in Facility Design
Kurt Thorson, PE | Albuquerque | PE NM #13310 | BS Civil Engineering	32	Transportation Engineering Specialty | Comprehensive Roadway Technical Expertise | Well Versed in Current Industry Standards | Trained in Value Engineering
Roy Gibson, PE | Albuquerque | PE NM #18772 | BS Civil Engineering	22	Project Development and Management | Transportation Engineering Specialty | Comprehensive Roadway Technical Expertise | Brings a Whole-Project-Site Perspective
David Shields, CET | Las Cruces | NICET Certification Level 3: NM #101754, International Association of Electrical Inspectors #68393 | AS Architectural Technology	32	Project Management | Construction Observation and Inspection | Municipal Infrastructure | Certified Electrical Inspector
Sandra Rodriguez | Las Cruces | Master Civil Engineering, BS Civil Engineering, BA Foreign Languages (Spanish)	1	Water Treatment Familiarity | Utility Familiarity | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Jacob Smelser, EI | Las Cruces | EI NM #7726 | BS Civil Engineering	3	Water Resources Experience | Water Treatment Experience | City of Las Cruces Familiarity
Craig Hoover, PE | Albuquerque | PE NM #11848 | MS Civil Engineering (H&H), BS Civil Engineering	37	Water Resources Engineering | Project Management | Stormwater Management | Drainage Analysis
Alandren Etlantus, PE, CFM | Albuquerque | PE NM #19995, CFM NM #13-00335 | MS Civil Engineering (Hydraulics and Water Resources), BS Civil Engineering	17	Water Resources Engineering | Stormwater Management Experience | Water Resource Software Expertise | Project Management
Vince Steiner, PE, CFM | Albuquerque | PE NM #24319, CFM NM #17-00407 | BS Civil Engineering	14	Water Resources Engineering | Stormwater Management Experience | LID and GSI Design Experience | Proficient in Water Resource Software
Robert Richardson, PE | Albuquerque | PE NM #10746 | BS Civil Engineering	42	Expert Witness Experience | Quality Control and Quality Assurance | Multi-Disciplined Engineering | Water and Wastewater Systems Design Expertise
Albert Thomas, PE | Albuquerque | PE NM #11476 | BS Civil Engineering	38	Expert Witness Experience | Traffic and Transportation Engineering | Quality Control & Quality Assurance Experience | Trained in Value Engineering
Joseph Sandoval | Las Cruces	19	Specializes in Site Development | City of Las Cruces Familiarity
Carson Casey, EI | Las Cruces | EI NM #7718 | BS Civil Engineering	2	Site Development Experience | Water Resources Experience | City of Las Cruces Familiarity
Evan Fleischer, EI | Las Cruces | EI NM #7109 | BS Civil Engineering	11	Municipal Infrastructure Support | Electrical Engineering | SCADA | City of Las Cruces Familiarity
Paul Schmittle | Albuquerque | Certificate Commercial Electrical Design, Certificate Electrical Design and Calculations, Certificate Commercial Electrical Systems	37	Electrical Design and Electrical Systems | Water and Wastewater Systems Design Expertise | City of Las Cruces Familiarity
Denise Aten, AICP | Albuquerque | AICP #023292 | MS Environmental Planning, MS Mathematics and Economics	34	Specializes In Transportation Planning, Environmental Planning, Land Use Planning, Public Outreach | City of Las Cruces Familiarity
Derrick Webb, AICP | Denver | AICP # 027364 | Masters Urban & Regional Planning, MS Information and Communication Technology, BA Architecture	14	Long- and Short-term Planning Experience | Experience in Land Use Code Updates, Design Standard Development, Transportation Plans, Corridor Studies | Former MRCOG Employee
Josue Magaña, PE | Las Cruces | PE NM #25644 | BS Civil Engineering	10	Water Treatment Focused | Bio-Filtration Knowledge | Water Resources Expertise | Engineering Software Adept
Hector Garcia | Las Cruces | MS Civil Engineering, BS Civil Engineering, Associate of Science	2	Water Treatment Familiarity | Utility Familiarity | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Carl Vermillion, PE, PTOE, RSP1 | Albuquerque | PE NM #25650, PTOE NM #5364 | BS Civil Engineering, Certificate Roadway Safety Professional 1	9	Traffic Analysis and Engineering | Corridor and Intersection Efficiency | Integration of Multi-Modal Facilities | City of Las Cruces Familiarity

PRINCIPAL OFFICER RESPONSIBLE FOR CONTRACT ADMINISTRATION

Matthew Thompson, PE | Senior Vice President
425 S. Telshor Blvd., Suite C-103 | Las Cruces, NM 88011
575.532.8670 | mthompson@bhinc.com

SUBCONSULTANTS (AS-NEEDED)

BHI maintains relationships with providers of specialty services such as those listed below should any task order require them. We also understand the City currently holds on-call contracts with specialty service providers as well. We will obtain approval of the use of any subconsultant on any task order prior to commencing work, or will work with one of the City's current contracted provider, as the City prefers.

Subconsultant	Qualifications
ENVIRONMENTAL Epsilon Systems Solutions, Inc. 205 West Boutz Road Bldg. 4, Suite 3 Las Cruces, NM 88005	Epsilon specializes in providing high-quality environmental compliance services. The firm's professional archaeologists, historians, architectural historians, biologists, National Environmental Policy Act (NEPA) specialists, and GIS personnel have served federal, state, municipal, and private project proponents in the Southwest since 2006. Epsilon's team provides sensitive plant and wildlife surveys, biological baseline studies, mitigation planning and monitoring (selection and implementation of best management practices), Clean Water Act 404 and 401 evaluations, wetland identification, and the day-to-day activities involved with threatened and endangered species program management.
GEOTECHNICAL COZ Engineering, Inc. PO Box 13331 Las Cruces, NM 88013	COZ Engineering will provide geotechnical services. Their capabilities include subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; dynamic analysis and evaluation; soil stabilization and ground improvement; pavement evaluation; and subgrade and material evaluation.

LOCATION(S) OF OFFICE(S) WHERE THE WORK WILL BE PERFORMED, AND PERCENT OF WORK TO BE PERFORMED AT EACH

Work under this contract will be based primarily in our Las Cruces office. When required, certain specialized design work will be performed in our Albuquerque office. All of our offices are also equipped with video-conferencing capabilities that can be especially useful during project planning and design. Meetings can be conducted with out-of-town suppliers or contractors, government agencies, or our Albuquerque office staff and provide the feel of a face-to-face discussion without incurring undue travel costs or losing time waiting for participants to arrive in town. We anticipate that 75% of the work under this contract will be performed by our Las Cruces staff.

NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

All contract work resulting from this award will be led by Matthew Thompson, Principal-in-Charge (NM PE #13868), with Tyler Hopkins (NM PE #20677) acting as Project Manager in direct charge of the work. Matt and Tyler are both based in our Las Cruces office, and both are readily available to handle any and all matters associated with this contract. BHI's Las Cruces office is located at 425 S. Telshor Boulevard, Suite C-103, Las Cruces, New Mexico 88011. Matt and Tyler can be reached at 575.532.8670 or at mthompson@bhinc.com and thopkins@bhinc.com, respectively.

AGGIE UPTOWN LAS CRUCES MASTER PLAN | NEW MEXICO STATE UNIVERSITY

REFERENCE
Jose Lorea, Assistant Director
Project Development and Engineering
575.646.1234 | jlorea@nmsu.edu

BHI completed preliminary and final design efforts with construction phase support for the first phase of a larger 128-acre development near the New Mexico State University's Golf Course initiated as part of a master planning effort to expand NMSU's commercialization of significant local land resources. BHI was responsible for sitework, roadway, water, wastewater, and natural gas utility design and construction support. A traffic analysis was also performed to evaluate the impact of the development on the surrounding City and NMDOT transportation network. Extensive coordination with the City of Las Cruces and NMDOT was required to establish a comprehensive strategy of the ultimate buildout. BHI also coordinated with utility owners including City of Las Cruces, El Paso Electric, Century Link, Comcast, etc. in support of easement locations, platting approvals, and general design coordination.

MESQUITE-BRAZITO WASTEWATER COLLECTION SYSTEM, PH. 2 | LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

REFERENCE
Martin G. Lopez, General Manager
575.233.5742 ext. 1004
martin.lopez@lrgauthority.org

BHI provided several services to LRGPWWA for this project, including planning, design, and construction. When BHI got involved, the initial planning for the project, in the form of a PER, had already been completed by another consulting firm. The PER was used by LRGPWWA to acquire funding primarily from USDA for the entire project. However, the PER did not satisfy the vision of what LRGPWWA wanted in the expansion of their wastewater collection system. BHI became involved in and was responsible for amending the original PER and moving forward with a design that would maximize the use of gravity sewer collection pipelines and would minimize the use of individual residential grinder pump stations. As a result of the PER amendment, the funding that had been secured was not adequate to complete the entire project, and, as such, the project needed to be broken into two phases.

The first phase of design included 40,000 LF of gravity sewer main, 19,000 LF of sewer force mains, 4 lift stations, 160 epoxy coated manholes, SCADA integration into the existing and new wastewater facilities, provisions for dewatering, and property acquisition. Sewer service lines were designed from the main to the individual residential homes. As part of the individual sewer hookup, the process of decommissioning septic tanks was also included once the collection system became operational.

Throughout the design process, BHI was able to adapt to the changing needs of the client as additional areas to be served were added and designs had to be adjusted to meet requirements established by the permitting agencies. Communication and cooperation with the client and multiple government agencies, including USDA, NMDOT, NMED, EBID, and Doña Ana County, were critical in producing a successful project.

SOUTH CENTRAL WASTEWATER LIFT STATIONS REHABILITATION | DOÑA ANA COUNTY

The Doña Ana County South Central Wastewater Lift Stations Rehabilitation Project was to provide design and construction phase services to rehabilitate 18 of Doña Ana County's south central sanitary sewer lift stations. Most of the existing lift stations were constructed over 20 years ago and were in need of major repairs. The renovations would involve the removal and replacement of pump bases, corroded discharge pipes, and deteriorated plug valves and check valves. Other miscellaneous deteriorated equipment such as conduits, pipe support brackets, and coatings were also evaluated and replaced accordingly.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org

Due to the limited amount of funding acquired, the final overall number of lift stations that could be rehabilitated were limited. In order to establish a priority project list, BHI met with Doña Ana County staff to analyze each lift station condition, compare estimated scope of work and produce an estimated cost for each. A priority list of lift stations with a high-low for base bid and bid alternate structure was created in order to bid and construct the most urgent lift station needs first.

This project has completed construction and all lift stations have been re-commissioned. BHI was in constant communication with Doña Ana County staff and the contractor to make fast decisions on these additional components while lift station bypass pumping is in place. The intent of this project was to rehabilitate as many lift stations as possible, providing them with an additional 20-year lifespan. Although perhaps a more difficult engineering problem, restoration during full operation can be a critical cost savings versus full replacement, and in this example saved Doña Ana County significant funding expenditures.

SOUTH CENTRAL WWTP PLANT-WIDE IMPROVEMENTS | DOÑA ANA COUNTY

BHI provided planning and design services for various facility upgrades at the main South Central WWTP facility servicing most of the area south of Las Cruces. These services included replacing failed process elements, such as the plant entrance works screening and grit removal systems, septage handling station, sludge handling, and main aeration system renovation. The entrance works originally part of the upper concrete structure has greatly deteriorated due to hydrogen sulfide gas exposure, and this project relocated these elements to a separate ground-level structure to enable proper screening and grit removal allowing a more accessible structure. All plant flows were re-routed around the facility and connected directly to the aeration basins. Other improvements involved cleaning and renovating the original aeration systems and renovating the aeration blowers and control valves. The solids handling process now utilizes both concrete drying beds as well as a belt-press machine. This belt press operation will be further improved by weatherizing the building enclosure housing the belt-press to allow easier solids dewatering operations during winter conditions.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org

A second phase was recently added and is nearing construction completion. It is intended to replace the ultraviolet light effluent disinfection systems and relocate them to a more accessible location on the plant exterior. A recent discharge permit modification required that effluent dissolved oxygen levels be increased upon discharge to the Rio Grande. This will be accomplished with a cascade aeration structure at the final outfall point.

A third phase underway will be a full renovation of the low-voltage electric and SCADA systems to be more robust to weather storm events and power outages the plant has experienced in the past. Redundant power system panelboards will be used to enable multiple source points and eliminate singe-point failure situations, while enhancing utility surge protection systems.

ADDITIONAL PROJECT EXPERIENCE WITH THE CITY OF LAS CRUCES

VETERANS MEMORIAL PARK REDEVELOPMENT

Under our on-call contract with the City of Las Cruces, BHI provided engineering services for a parking lot expansion project to their existing Veterans Memorial Park located on Roadrunner Parkway. The parking lot layout was conceptually designed by City staff and was required to stay true to the concept that was previously reviewed by and accepted by the City Council, City Planning & Zoning, City Parks & Recreation Department, and the local Veteran's Board. The various stages of design went through reviews and approvals from not only the City, but the general public and the Veteran's Board. The project required our full suite of engineering and architectural services including civil site, civil utilities, drainage design, traffic studies and design, structural, architectural design, mechanical, plumbing, electrical, and landscape architecture. The final design provided over 200 new parking spaces, new designated parking for veterans, new ADA access, major improvements to the drainage adjacent structures, relocation of sewer collection main, new entrance/exit to the park, new restrooms with pavilion and kiosk, new parking lot lighting, and reuse water landscape irrigation system.

The project encountered significant challenges stemming not only from the design complexities but also from navigating COVID-related limitations. A notable instance of these difficulties emerged with the creation of a new access drive to the park, necessitating a traffic study for Roadrunner Parkway. During the design phase, stringent restrictions were in effect, impeding access to public parks and gatherings. This lack of access to accurate traffic data, visitor counts, and information about public events resulted in delays in certain aspects of the design.

Moreover, accessing various public agencies and boards vital for project reviews presented substantial hurdles due to pandemic limitations. The project also confronted funding shortfalls during the design stage. The post-COVID surge in construction costs prompted a reevaluation of design features and potential construction phases. Through the redefinition of the project scope and the reduction of certain components to align with the funding budget, the City successfully secured significant funding for the project. As additional funding opportunities arise, the City intends to proceed with the final phases of the project.

Adding to the intricacies of an already complex design, our design team's continuous development remained flexible and adaptable. They navigated not only the fundamental shifts in the working environment due to the pandemic but also managed to smoothly incorporate design elements to align with funding constraints, all the while staying true to their overarching vision for the memorial park.

The project included not only the much-needed parking lot expansion, but also new restrooms, pavilion with kiosk, additional landscape areas with a private contemplation garden, relocation of their existing electrical service and playground, new irrigation and lighting system, as well as major drainage improvements to the adjacent arroyos and structures. BHI teamed with Dekker Perich Sabatini, (DPS) for the architectural and landscape elements of the project. Due to the existing location of the Veterans Memorial Park, extensive flood mitigation, drainage control, and protection was required. The new proposed parking lot would extend into an area of an existing arroyo that experienced heavy runoff during rain events. Our drainage team had to realign the arroyo and provide slope protection for the expanded parking lot. Sewer collection mains were also required to be relocated, while keeping portions of the system active due to ongoing development in the area. New domestic water to the new restrooms was also part of the design project. Utilizing an existing reuse water system, our design expanded the use of reuse water for all new irrigation, in turn utilizing sustainable solutions such as water harvesting where possible. Upon completion, the new park expansion will give its visitors a more enjoyable and safe park experience while maintaining a respectful and honorable memorial for those who have defended our nation's freedom. The whole design team is very proud to have been a part of this important project for the City of Las Cruces and the local Veterans Board.

JACOB HANDS WWTP WEST AND EAST PRIMARY CLARIFIER RENOVATION | CITY OF LAS CRUCES

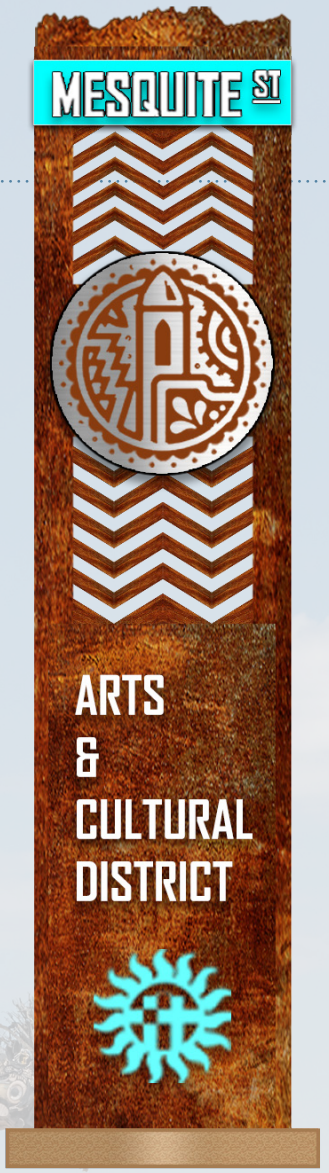
The existing Jacob Hands WWTP treats wastewater from the majority of the City of Las Cruces' collection system. The process train has two 8.5 MGD primary treatment clarifiers, known as the west and east clarifiers, which are 95-foot diameter concrete structures with a protective membrane surface liner constructed in 1983. Each clarifier has an internal clarifier solids rake system made from galvanized steel, which was beginning to exhibit significant corrosion. The drain pipe system valves were broken and would require a deep excavation next to the structure. None of the process pipe had been inspected since construction and, as such, was in an unknown condition. The main structure concrete surfaces had begun to exhibit deterioration after the membrane liner had failed many years before.

This project initially began with an assessment study of the existing west primary clarifier structure, along with its equipment. BHI conducted a review of the original record drawings for the clarifier and surrounding yard piping. The firm then completed a field assessment that included video footage of existing piping, structural assessment of the visible portions of the concrete structure, and existing galvanized steel clarifier equipment. BHI worked with the original equipment manufacturer to aid in the assessment of the existing equipment and to provide quotes for rehabilitation or full replacement of the clarifier equipment. Due to the difficulty of plant space, bypass issues, and costs, the decision was made to salvage and renovate the original structure in place.

To salvage the original concrete structure would require renovating the concrete surface and installing a new membrane liner with a more modern polyurethane lining system. All original underground ductile iron piping was cleaned and had new epoxy lining installed. These two aspects provided the entire structure with a resistance to the primary clarification process to help it last another 30 years. Several options for rehabilitation of the clarifier mechanical system were also explored, but the ultimate decision was made to install a new stainless steel rake structure to replace the older corroded system.

By providing a more robust and corrosion-resistant facility with lined concrete and stainless-steel metallic assemblies for the core of the clarifier, the older facility was fully restored, and the lifespan of the original west primary clarifier was doubled upon construction completion in 2018. An identical process was initiated for the east primary clarifier, and that rehabilitation construction was completed in 2022.

ARTS & CULTURAL DISTRICT PLANNING STUDY AND SURVEY: MESQUITE HISTORIC DISTRICT SIGNAGE AND WAYFINDING PLAN



BHI recently finalized the Mesquite Historic District Signage and Wayfinding Plan for the City of Las Cruces. The plan is a continuation of the City's recent efforts to revitalize its downtown. The two main components of the wayfinding network are gateway monuments that welcome visitors to the larger Arts & Cultural District and a series of wayfinding signs and information kiosks that specifically highlight local destinations and walking routes through the Mesquite Historic District and that increase awareness of the district's unique history and culture. Collectively, these monuments and kiosks/signs will be employed to create a cohesive sense of place and identity for the Mesquite Historic District. The historic district comprises the eastern portion of the Arts & Cultural District, and is the original townsite of modern-day Las Cruces, dating back to the city's inception in 1849 following the Treaty of Guadalupe Hidalgo. In addition to the generations of history that can be found in the district, such as the original Camino Real Trail, Mesquite also features the largest neighborhood of extant adobe homes from Texas to California.

MESQUITE HISTORIC DISTRICT GATEWAY MONUMENTS DESIGN

This task order was for the technical design of six gateway monuments for the Las Cruces Arts & Cultural District in accordance with the vision established and accepted by The City in the plan prepared by BHI. The design of these monuments includes survey of each monument location and the civil, structural, electrical, and lighting design of each monument.

The "Mesquite Historic District Signage and Wayfinding Plan" identifies a 3D or 4D monument consisting of steel panel on concrete foundation at six locations throughout the District, and our tasks for this project really are "soup to nuts," starting with exploring each site to determine the ideal location and placement of each sign. Once complete, this design will result in construction plans and bidding documents to also include traffic control plans. Our contracted services extend through bidding support and include engineering oversight services during construction.

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Bohannan Huston, Inc.

425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88011

Authorized Signature
Matthew Thompson, PE
Typed or Printed Name
Senior Vice President
Title
mthompson@bhinc.com
Email Address

Telephone number 575.532.8670 Fax number 575.532.8680

NM Tax & Revenue Dept. CRS # 01-503914-005

Current NM Secretary of State Business ID # 0605881 (corporations only)

Current CLC Business Registration # 1655 (respondents located in Las Cruces only)

Federal I.D. number 85-0202170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE AND CITY RESIDENT BUSINESS INFORMATION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: BOHANNAN-HUSTON, INC.

DBA: BOHANNAN-HUSTON, INC.
7500 JEFFERSON ST NE
ALBUQUERQUE, NM 87109-4338

Expires: 16-Nov-2026

Certificate Number:

L0937286256

Stephanie Sharolin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 1

Type	Number
Business Registration License - PROFESSIONAL SERVICE	1655-22-
	Issue Date 12/01/2022
	Expires 1/31/2024

** NOTICE **

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Bohannan-Huston, INc.

425 S TELSHOR Blvd
STE C-103
Las Cruces, NM 88011

*** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE***

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Bohannan Huston, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this ____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

BOHANNAN HUSTON, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "B"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Cobb, Fendley & Associates,Inc., of 3820 Academy Parkway North NE, Albuquerque, NM, 97109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Cobb, Fendley & Associates,Inc. 3820 Academy Parkway North NE Albuquerque, NM 87109 ATTENTION: Sean Wolfe

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

COBB, FENDLEY & ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Cobb, Fendley & Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 340.00
2	Project Engineer/Project Manager	$ 284.00
3	Senior Engineer	$ 258.00
4	Design Engineer	$ 185.00
5	Engineer Intern	$ 130.00
6	Engineering Technician	$ 152.00
7	Drafting Technician	$ 134.00
8	Survey Crew**	$ 128.00
9	Construction Inspector/Observer	$ 160.00
10	Administrative/Clerical	$ 98.00
11	Field Testing and Investigations	$ 134.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%

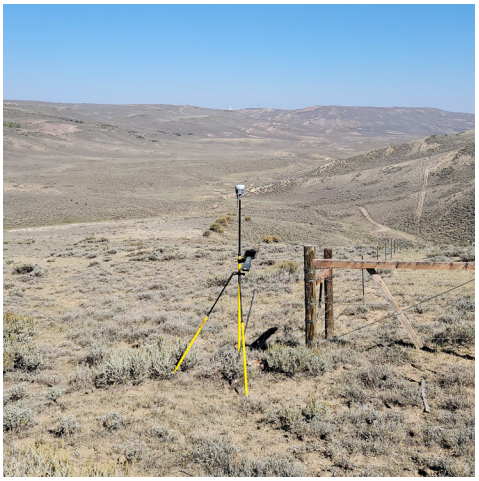
ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15; Up to 11”x17”
16	Color Copies (per copy)	$ 1.50; Up to 11”x17”
17	Prints 24x36 (per sheet)	$ 3.00/Sq. Ft.
18	Mylars 24x36 (per sheet)	$ 12.00
19	Photo Quality Plots (per plot)	$3.00/Sq. Ft.
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.



Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
505.508.0786 p | 505.508.0837 f
www.cobbfendley.com

Contractual Obligation, Contract Negotiation, and Primary Contact for Clarification
Sean Wolfe, PG

ELECTRONIC SUBMISSION

PROPOSAL

City of Las Cruces

General Engineering Services

RFP No. 23-24-051

CobbFendley

February 27, 2024 | 4:00 PM

Transmittal Letter

CobbFendley

February 27, 2024

City of Las Cruces
Bid Clerk

RE: RFP No. 23-24-051 | General Engineering Services

Members of the Selection Committee:

To support the City of Las Cruces (the City) in your continuing improvement of infrastructure, Cobb, Fendley & Associates, Inc. (CobbFendley) has assembled an exemplary and comprehensive team of professionals who combine a diverse base of experience with the appropriate depth of expertise. With an experienced, proactive Project Manager, a strategic and dedicated project team, and a deep commitment to the communities we serve, we feel that we have prepared a proposal that will meet and exceed your needs.

PROJECT LEADERSHIP. Our Project Manager, Chris Almy, PE, is a dedicated, qualified engineer focused on managing your projects to successful completion. As a current resident of Las Cruces, he is immediately available to respond to the City's project needs. Mr. Almy has experience working on similar projects, and will work with the City to meet expectations and goals to enable project success. He holds not only the technical knowledge to serve the City, but also the experience to understand the nontechnical, public challenges that potentially surround general engineering projects. Mr. Almy will be integrally involved in the design, development, bidding, and construction of projects.

PROJECT TEAM. The proposed team consists of specialized professionals in the field of civil engineering. Our firm's experience with multiple disciplines provides a business model that is designed to provide comprehensive design services. Details of key staff are provided throughout our proposal. The CobbFendley team is supported by local design engineers from CobbFendley's Mountain Region offices to provide additional resources for larger or quick-turnaround projects or multiple work orders. Additionally, CobbFendley has included the following subconsultants as part of the team to add additional strength and experience in supporting disciplines.

- **GEOMAT, Inc. (GEOMAT)** – Geotechnical assessment services
- **Lee Engineering (Lee)** – Traffic impact studies and transportation modeling studies and photometrics/street lighting design services
- **Water Works Engineers (Water Works)** – Electrical design, computer network analysis for water (InfoWater) and wastewater (InfoSewer), mechanical design, and supervisory control and data acquisition (SCADA) services
- **Zia Engineering & Environmental Consultants, LLC (Zia)** – Solid waste studies, landfill system design and analysis and environmental services

COMMITMENT. The project team proposed in this proposal has exhibited a history of dedication and commitment to the communities where we work. Members of this team have lived and worked in and around New Mexico for the entirety of their careers and have come to appreciate and understand the character and the uniqueness of New Mexico.

VALUE ENGINEERING. The CobbFendley team sees every project as an opportunity to save the City money. Through our in-house utility coordination, subsurface utility exploration, surveying, and utility design teams, CobbFendley routinely looks for value-engineering solutions to reduce costs and maximize benefit to the community during design and construction. Our goal is to deliver comprehensive design plans with executable options and cost-saving recommendations that will benefit the City and your end users. We look forward to the opportunity to further discuss our process, planning methodology, and project approach with you and your staff.

As the Senior Vice President, Region Manager, and person authorized to contractually obligate the firm, I, Sean Wolfe, PG, acknowledge receipt of all Amendments associated with this solicitation. We appreciate your time and consideration of CobbFendley's proposal and look forward to working with the City of Las Cruces to provide General Engineering Services.

Sincerely,

Cobb, Fendley & Associates, Inc.

Sean Wolfe

Sean Wolfe, PG
Region Manager | Senior Vice President

TABLE OF CONTENTS

RFP Compliance Declaration ..... page A

New Mexico Resident Business Certificate ..... page B

Evaluation Criteria No. 1 (Technical Approach) ..... page 1

Evaluation Criteria No. 2 (Qualifications/Competence) ..... page 8

Evaluation Criteria No. 3 (Performance of the Firm) ..... page 14

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Cobb, Fendley & Associates, Inc.

3820 Academy Parkway North NE

Albuquerque, New Mexico 87109

Sean Wolfe
Authorized Signature

Sean Wolfe, PG
Typed or Printed Name

Senior Vice President | Mountain Region Manager
Title

swolfe@cobbfendley.com
Email Address

Telephone number 505.508.0786 Fax number 505.508.0837

NM Tax & Revenue Dept. CRS # 03125149008

Current NM Secretary of State Business ID # 2971430 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 742192879 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **COBB, FENDLEY & ASSOCIATES, INC.**

DBA: **COBBFENDLEY**
13430 NORTHWEST FWY STE 1100
HOUSTON, TX 77040-6153

Expires: **27-Dec-2025**

Certificate Number:

L0387987568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Evaluation Criteria No. 1 (Technical Approach)

From Concept to Completion

A. TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES

CobbFendley and our teaming partners are uniquely qualified to address any City engineering project tasked by the City. CobbFendley has successfully completed civil engineering projects for over 43 years, including numerous projects for cities and similar municipalities charged with providing safe and reliable municipal infrastructure. **CobbFendley also has the unique characteristic of providing in-house surveying, subsurface utility exploration, utility coordination (UC), and right-of-way (ROW) acquisition to complement our civil engineering design capabilities.**

Our Mountain Region offices enjoy access to the resources of the entire 630+ person firm so we can scale our operations to meet client needs. Our breadth of capabilities adds value to our ability to respond to the specific demands of each project and allows us to adjust the team as the project progresses, in consultation with the City.

CobbFendley has assembled a highly qualified and experienced team of professionals and technical support staff to serve the City's mission. Our team has extensive experience related to municipal infrastructure design with an emphasis on sustainable solutions applicable to the environment of southern New Mexico.

Beyond practical and environmentally conscious design approaches, we are also very familiar with regulatory requirements stipulated by the Multiple Separate Storm Sewer System (MS4) program, the National Environmental Policy Act (NEPA), and United States Army Corps of Engineers (USACE) Clean Water Act compliance requirements. By blending our technical competence and experience with a holistic approach to addressing southern New Mexico's unique arid hydrology and erosive soil conditions, CobbFendley can address and solve the City's infrastructure challenges.

PROJECT LEADERSHIP. As described in more detail in the subsequent section, **our team will be led by Project Manager, Mr. Chris Almy, PE**. He has a proven track record of coordinating with City personnel in the development of scope of work, budget, and schedule that meets project goals. His role on the City of Las Cruces' Professional Services contract will be to set deadlines, assign responsibilities and monitor/summarize progress of project. He will oversee project objectives and deliverables and will serve as liaison between the project team and the City staff.

CobbFendley's Project Principal / QA/QC Reviewer will be Mountain Region Municipal Department Manager Mr. Brad Sumrall, PE, who has designed, managed, and supervised New Mexico projects for over 31 years. As Project Principal, Mr. Sumrall will provide senior leadership and guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

INTERFACE WITH THE CITY. The City of Las Cruces staff will be an integral part of our project team and will be included in all specific project assessments and key decisions. Mr. Almy is dedicated to accomplishing the City's objectives. He understands the importance of well-timed coordination with the appropriate City personnel and welcomes your valuable input. Mr. Almy is a Las Cruces resident and will be available for regular in-person or virtual progress and coordination meetings, as well as emergency meetings as required. It is our custom to have meetings when they are necessary to accomplish project objectives. We will provide meeting agendas and minutes. In addition to coordination meetings, CobbFendley will provide weekly or bi-weekly project progress updates to keep City staff informed on project progress, upcoming planned activities, needs from the City, and outstanding challenges.

COST-EFFECTIVE DESIGN AND CONSTRUCTION. We understand that our job as a consultant is to provide the City of Las Cruces with cost-effective solutions and designs to meet the City's needs. CobbFendley will define the approach to the plans and contract documents, as well as the specific techniques that could be implemented in construction. A few examples to be considered and studied during the design phase include:

- Alternate pavement types and/or temporary pavement
- Temporary striping (for travel lanes and bike lanes)
- Recycled base, water quality control choices (rain gardens, sedimentation/filtration ponds, vegetative filter strips)
- Trenchless versus open trench options for pipe installation
- Storm sewer versus roadside ditches (in rural areas)

Although this list is not complete, each solution may impact projects differently with respect to public acceptance, construction schedule, and project costs. CobbFendley evaluates these to develop cost-effective, feasible options, while promoting the health, safety, and welfare of the public. We maintain an extensive library of record bids for a variety of

Evaluation Criteria No. 1 (Technical Approach)

projects and site conditions for use in developing unit prices. We also have professionals on staff with a construction background who maintain a network of resources to provide pricing based on current market costs. CobbFendley will coordinate with contractors and suppliers with experience on projects similar in size and scope to validate the estimate based on current construction rates and project challenges. Impacts to the market supply chain, such as weather, increasing costs of raw materials and local construction costs, or oil market shifts will be considered when developing construction cost estimates.

QA/QC PROGRAM. Last minute rework due to poor communication is one of the most common sources of errors. Communication will start with sharing the scope of work with all personnel directly involved in the design of the project. The Engineering and Production Teams will have the tools to do their best work if they understand the overall goal of the project and how their work affects other disciplines. The communication continues with informal checks and visits to the designers by the Team Lead and the Subcategory Leads. This gives the designer a chance to ask questions and an opportunity for the manager to see that the design is proceeding in the direction intended. In addition, prior to each submittal to the City, a formal internal review will be conducted by a senior engineer following CobbFendley's established QC protocol.

QA / QC Procedure
Production Team ✓ Produces exceptional quality work following firm / client standards for quality and compliance
Team Task Leaders ✓ Produce exceptional work ✓ Verify compliance with firm / client standards ✓ Implement project Quality Control Plans
Project Manager ✓ Coordinates QA/QC activities, meetings, and schedule ✓ Overall project responsibility ✓ Provides high-level technical review
Technical Reviewer ✓ Provides detailed technical review ✓ Gives feedback to QA/QC Manager for follow-up
QA/QC Manager ✓ Directs QA/QC activities ✓ Review QA/QC Plans ✓ Back-checks calculations and standards compliance
Project Principal ✓ Provides final review of overall project ✓ Provides resources to implement QA/QC procedures

Our markup and review process includes the initial review, but also emphasizes the need to backcheck the comments and coordinate with the Engineering and Production Teams, then verify that comments were addressed before releasing the plans for City submittal. The time for this will be built into the project schedule. Comments will be addressed prior to the formal submittal to the City. As comments are received from the City and other reviewing agencies, if applicable, we will clarify conflicting or unclear comments and a backcheck of those comments will be incorporated into the next internal review.

Constructability reviews will also be conducted at regular intervals during the design process. These will be conducted by subject matter experts and managed by Project Principal / QA/QC Reviewer Mr. Brad Sumrall, PE, who will not only look for issues with the construction phasing such as drainage, staging, adequate room for traffic, temporary shoring and the type of traffic control required; but will also look for ways to reduce the cost of the project, the methods of material measurement and payment, the types of pavement, and other options will be examined to determine if there are more efficient methods or less costly materials that will provide the same quality product.

SUBCONSULTANT ROLE IN MANAGEMENT STRUCTURE. Our team is comprised of CobbFendley staff and subconsultants to form a cohesive design team. We have strategically selected subconsultants that have worked previously with our staff; thus, the level of expectation is known and allows our team to work seamlessly and efficiently from day one. Assignments to subconsultants will involve the development of a detailed scope of work, budget, procedures, and design schedules that assimilate into the overall project scope.

B. MAJOR TASKS TO BE ACCOMPLISHED

CobbFendley's experience with multiple on-call contracts and a variety of City engineering services has resulted in the development of the tools and skills needed to develop an approach to managing the scope, schedule, and resource needs for specific projects. With each project assignment, Mr. Almy will provide a detailed scope of services tailored specifically to the subject project. As the work plans will differ for various types of projects in each category anticipated under this contract, we have developed a five-phase project work plan that can and will be easily adaptable for each project. Having this base work plan and templates established to develop person-hour estimates, along with Project Manager Chris Almy's extensive experience with engineering design projects in the Dona Ana County and Las Cruces areas,

Evaluation Criteria No. 1 (Technical Approach)

provides our team a framework for quick understanding and turn-around of project scopes and estimates.

Our team will approach, develop, and manage assigned projects with the **five-phase work plan** *outlined below*, applying our experience and knowledge of various challenges for each type of project as outlined in the pages to follow.

FIVE-PHASE WORK PLAN

PHASE 1 - PROJECT SCOPING AND PLANNING

- Meet with the City staff to understand project intent, limitations, opportunities, staff requirements, design criteria, prioritization of project scope, stakeholders, and schedule
- Develop draft scope
- Present and negotiate scope with City staff
- Develop fee and schedule

PHASE 2 - PRELIMINARY ENGINEERING AND DESIGN

Preliminary Phase:

- Fact-Finding – conduct field investigations, perform existing utility research, identify environmental constraints, evaluate alternative materials and construction methods, and identify permitting requirements
- Conduct preliminary meetings with other permitting agencies and stakeholders
- Identify and analyze alternatives
- Develop preliminary construction cost estimates, sequencing, and schedule
- Identify preliminary ROW requirements
- Develop preliminary design layouts and calculations
- Present findings and recommendations to the City

Design Phase:

- Conduct surveying to determine existing field conditions and assess right-of-entry, as needed
- Conduct subsurface utility exploration investigations, as needed
- Perform geotechnical and/or environmental studies, as needed
- Develop 30% detail construction plans
- Coordinate with utility owners and other permitting agencies
- Prepare executive summaries addressing H&H studies, scour analysis, modeling, traffic studies, roadway design, site drainage and grading, water/wastewater routing, sizing, material types, pump/lift station/tank site location, sizing, etc., as applicable
- Develop 60% detail construction plans and prepare special specifications
- Prepare construction cost estimate, project sequencing, and schedule
- Develop 90% detail construction plans and prepare bid documents
- Prepare Contractor qualification requirements
- Prepare final permits for construction as needed (USACE, NMDOT, Railway, etc.)
- Develop 100% detail construction plans and prepare final project manual for bidding

PHASE 3 - BID PHASE

- Provide construction plans and project manual for distribution
- Conduct a pre-bid conference
- Respond to Contractors' pre-bid inquiries
- Issue addenda, as necessary
- Attend bid opening
- Analyze bid tabs
- Check Contractor references
- Provide recommendation of award
- Assist in execution of contracts

PHASE 4 - CONSTRUCTION ADMINISTRATION PHASE

- Issue conformed documents
- Conduct pre-construction conference
- Conduct periodic site visits to review progress and character of the work
- Review and make recommendations regarding Contractor pay estimates
- Review and make recommendations regarding Requests for Information (RFIs)
- Review and make recommendations regarding shop drawing submittals
- Review and make recommendations regarding Change Orders
- Interpret plans, specifications, and contract documents as required
- Conduct final walk through and punch list
- Prepare record drawings
- Prepare engineer's concurrence letter certifying that the project was constructed in accordance with approved plans and specifications
- Assist the City with contract close-out

PHASE 5 - WARRANTY PHASE

- Conduct 11-month walk through and punch list
- Coordinate with the City and the Contractor to correct project deficiencies, if encountered

Evaluation Criteria No. 1 (Technical Approach)

C. DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK

CobbFendley has full, in-house design capabilities, from the planning phases through plan production to project construction. Our capabilities include all the core areas of utilities engineering, surveying, hydrologic analysis and hydraulic design, roadway design, and additional support services such as geographic information systems (GIS) and subsurface utility exploration, among others. As a full-service civil engineering firm with a complement of extremely qualified teaming partners, CobbFendley brings the technical skills, experience, relationships and problem-solving ability to address the City's needs. We firmly believe that the most effective solution is carefully thought out in cooperation with our client which avoids lost opportunities to capitalize on efficient, cost-effective, and sustainable solutions.

MASTER PLANNING. CobbFendley strives to incorporate ideas and present options that help municipalities maximize budgets and save money. As consultants, it is our job to help our clients gather all the information needed to make the best decisions regarding infrastructure needs. We will work with you to conduct necessary studies, evaluate alternatives, make recommendations, and present reports to City staff and stakeholders. We make recommendations based on your priorities, spending limitations, funding, and current and future infrastructure needs and plans.

STRUCTURAL DESIGN OF BUILDINGS, RETAINING WALLS, ETC. CobbFendley offers a full range of structural engineering services, including design and detailing for buildings, retaining walls, bridges, culverts, vaults, junction boxes, wet wells, and lift stations. We also offer complete bridge inspection services and bridge condition assessments for the rehabilitation or replacement of existing structures.

To expedite plan development and structural design services for our clients, we use structural design software including VBent, PGSUPER, LPile, BGS, BMCOL51, ST AAD, RISA 3D, MDX and other programs. Using this software, our structural engineers will produce typical sections to obtain City approval on major design elements, including columns, beams, decks, railing, sidewalks, travel lanes, bike lanes, shared use paths and aesthetics. Our structural team also stays in close communication with the Roadway Design Lead for roadway profile, bridge drainage, and cross-slopes, as well as the Drainage Design Lead at water crossings for bridge low chord and hydraulic openings. We coordinate with the Geotechnical Engineer to determine existing soil strata characteristics and water table for buoyancy calculations. For subsurface structures, our designs provide watertight and structurally reinforced details at openings, construction joints, and corners.

Our structural team has recently worked with our water/wastewater design team on lift station and pump station designs, including wet wells, designs of foundations for generators, and structural design for buildings for other municipalities.

Construction cost estimates will be provided to the City for various structure types and configurations for selection consideration. CobbFendley can also produce layouts for approval and submittal to NMDOT, if required. We will coordinate construction phasing with the other jurisdictions and stakeholders and advise on appropriate demolition limits for existing structures and minimum construction phasing widths for structural components.

ROADWAY, TRANSPORTATION, AND PARKING LOT DESIGN. CobbFendley's roadway and transportation engineering experience includes new construction, pavement rehabilitation, street widening, and complete reconstruction projects for rural municipalities and NMDOT. Many transportation projects will also include design and rehabilitation of the stormwater collection system, replacement of the municipal water and wastewater lines, relocation of franchise utilities, and pedestrian improvements, such as landscaping, sidewalks, access ramps, and street lighting.

Our roadway engineers provide an array of services to improve all types of surface transportation systems including city streets, rural roads, highways, parking lots, and transit facilities in municipal settings. From the initial studies and planning phases to the final construction administration, CobbFendley has experience providing the anticipated roadway design services for this contract:

- Complete Design Packages
- Route Studies and Schematic Design
- ADA Compliant Pedestrian and Bicycle Facilities Design that meets the requirements of NMDOT PROWAG and FHWA Standards
- Roadway Design
- Constructability and Safety Reviews
- Pavement Design/Rehabilitation
- Public Involvement
- Feasibility Studies

Our Project Manager was recently certified to support and comply with the NMDOT Tribal/Local Program Authority requirements to leverage Federally funded projects.

Evaluation Criteria No. 1 (Technical Approach)

SITE DEVELOPMENT (DRAINAGE AND GRADING DESIGN). CobbFendley has been involved in hundreds of private, commercial and government site development design and development projects. This experience provides us the expertise to be able to provide the City with any site development design or plan review services for new buildings, parking lots, driveways, water, wastewater, or stormwater facilities and drainage and/or water quality detention facilities.

ELECTRICAL DESIGN (WELLS, BOOSTER STATIONS, LIFT STATIONS, ODOR CONTROL STATIONS, BUILDING ELECTRICAL SYSTEM DESIGN). To verify continuity of project objectives, CobbFendley has included Water Works on our team to lead Electrical Design services. WaterWorks has designed electrical systems for municipal facilities, commercial and office buildings, industrial facilities, and primary electric transmission and distribution lines. WaterWorks' team of electrical engineers have provided technical leadership, quality assurance, design, and analysis of electrical distribution and generation systems including multiple services and generators, using software tools such as SKM PowerTools. Designs have included supervisory control and data acquisition (SCADA), power distribution, standby power generation, lighting, fire alarm, communications, and other life safety and special systems.

COMPUTER NETWORK ANALYSIS FOR GAS (GASWORK), WATER (INFOWATER), AND WASTEWATER (INFOSEWER). **Gas (GasWorkS).** CobbFendley has experience with Gas Distribution system modeling and extensive expertise in all engineering aspects of gas transmission pipeline and distribution engineering, including but not limited to design of transmission pipeline, distribution gas mains, Horizontal Direction Drills (HDDs), regulator stations, meter stations, mainline valves, odorizers, compressor stations, and other gas infrastructure. We also prepare highway and railroad permit packages, loading and stress calculations, hydrotest plans, and other support services. CobbFendley's personnel has the capabilities to handle all aspects of the project demands. We are familiar with the GasWorkS program and have recommended it in the past to clients. With our vast knowledge from working with large pipeline companies and smaller cities and distribution companies, CobbFendley is here to support the City on any project needs, no matter how large or small. **Water (InfoWater) and Wastewater (InfoSewer).** To verify continuity of project objectives, CobbFendley has included Water Works on our team to lead Computer Network Analysis for Water (InfoWater) and Wastewater (InfoSewer) services. Water Works' engineers have developed O&M and SOPs for existing facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS and mapping, condition assessment, rehabilitation/replacement, planning, funding and permitting, design and bid, and construction of water/wastewater treatment and infrastructure systems.

MECHANICAL DESIGN, GAS SYSTEM DESIGN, PLUMBING AND HVAC DESIGN. To verify continuity of project objectives, CobbFendley has included Water Works on our team to lead Mechanical Design services. WaterWorks is experienced in providing mechanical engineering services in support of pumping systems, mechanical piping, HVAC, and plumbing design projects - including a variety of large and small-scale wastewater facilities. The firm's specialty is hydraulic systems and the conveyance of all water types – this includes the design of gravity and pressurized pipelines, pumping stations, hydraulic and surge analysis, and pump selection.

WATER, WASTEWATER AND NATURAL GAS UTILITY SYSTEM DESIGN AND ANALYSIS. CobbFendley has engineered numerous natural gas, water, and wastewater improvement projects for public and private clients. Our team has assisted many municipalities and utility districts with the design and construction of water system upgrades, including new and rehabilitation of water lines, ground and elevated water storage tanks, water plant design, rehabilitation, and expansion (potable and reclaimed), water supply wells, water distribution system design, water system modeling, water quality analysis, pump stations, elevated storage tank design and rehabilitations, and ground storage tank design. Our team also has extensive experience in wastewater infrastructure design and evaluation, including wastewater treatment plant design, rehabilitation, and expansion, gravity sewer collection system rehabilitation assessment and design, wastewater system analysis, force main design and rehabilitation, lift stations, wastewater pump stations, outfall permitting, and renewing and amending treatment plant permits. CobbFendley has extensive expertise in all engineering aspects of gas transmission pipeline and distribution engineering, including design of transmission pipeline, distribution gas mains, Horizontal Direction Drills (HDDs), regulator stations, meter stations, mainline valves, odorizers, compressor stations, and other gas infrastructure.

Our expertise also includes impact fee studies, CIP planning studies, feasibility studies, and forensic investigations. Our team is experienced in open-cut trenching, as well as various trenchless construction technologies, including conventional bore and jack, tunnel boring, horizontal direction drilling, sliplining, CIPP, and pipe bursting. We are familiar with the agency coordination (NMED, EPA), design requirements, and permitting required for gas, water, and wastewater projects.

Evaluation Criteria No. 1 (Technical Approach)

TRAFFIC IMPACT STUDIES AND TRANSPORTATION MODELING STUDIES. To verify continuity of project objectives, CobbFendley has included Lee on our team to lead Traffic Impact Studies and Transportation Modeling Studies services. Lee produces safety assessments, crash analyses, site development impact analyses, capacity studies, access assessments, and queuing analyses utilizing the latest MUTCD, AASHTO, HCM, and HSM publications for public and private sector projects. The firm's staff has the practical expertise to interpret the statewide and Mid-Region Council of Governments) planning models to extract valuable traffic projections for assessing alternatives. While these data are extracted in link volumes, Lee uses the Fratar method to obtain turning movement projections usable for traffic operations studies.

PHOTOMETRICS/STREET LIGHTING DESIGN. To verify continuity of project objectives, CobbFendley has included Lee on our team to lead Photometrics/Street Lighting Design services. Lee has the expertise to complete street lighting design and analysis using the latest standards and guidance. Roadway Illumination design and studies involve an in-depth assessment of roadway conditions to determine the design criteria. Location-specific factors are evaluated in accordance with standard specifications and design requirements. The firm's focus on the technical design of lighting improvements includes finding solutions for complex issues, achieving a high project value for citizens, and creating a network of streetlights that balances the safety needs of the community. Street lighting projects include photometric analysis, light distribution type to maximize coverage and reduce private property light spillage, circuit design, wiring size, voltage drop calculations, utility coordination, illumination pole base foundation design, integrating lighting controls, as well as the evaluation of different lighting technologies. Lee is proficient in the use of roadway lighting analysis programs, including Agi32 and Visual.

DRAINAGE STUDIES, INCLUDING FEMA FLOOD STUDIES. CobbFendley has the design experience to meet City's needs in maintaining a high-performing stormwater system. Our hydraulics and hydrology engineering experts regularly conduct studies to analyze potential flooding problems and design facilities for the prevention and alleviation of flooding. Whether impact studies or drainage structure design is required, experienced staff will provide timely and cost-effective solutions as part of larger utility and roadway projects and as standalone projects. The CobbFendley team is familiar with agency coordination (FEMA, USACE, EPA, NMED, NMDOT), design requirements, and permitting, and will deliver projects that are in compliance with local, state, and federal regulations.

Our team includes Certified Floodplain Managers who are accomplished hydraulic analysts with direct applicable experience preparing and completing Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) submittals. Our projects range from evaluating existing floodplains, to demonstrating design impacts that modify floodplains for residential and commercial development. CobbFendley uses design software such as 1D and 2D XP-SWMM, 1D and 2D HEC-RAS/HEC-HMS, 1D and 2D InfoWorks ICM, StormCAD, and GeoPak to perform drainage analysis. The project team will gather essential field data and develop a preliminary plan for review, collect feedback from City staff and prepare a report with recommendations and implementation schedule, prepare construction plans for drainage improvements, and make presentations to City staff, City Council and/or the public, as necessary. Our drainage analysis and design services include:

- Storm Sewer System Design
- Roadside Ditch Design
- Channel Design
- Culvert Design
- Detention Pond Design
- Water Quality Control Design

SOLID WASTE STUDIES/LANDFILL SYSTEM DESIGN AND ANALYSIS. To verify continuity of project objectives, CobbFendley has included Zia on our team to lead Solid Waste Studies/Landfill System Design and Analysis services. Zia's engineers have an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling. The firm has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects, as well as the design and permitting of various MRFs, transfer and convenience centers.

ENVIRONMENTAL SURVEYS, ASSESSMENTS MONITORING AND MANAGEMENT MONITORING AND MANAGEMENT. To verify continuity of project objectives, CobbFendley has included Zia on our team to lead environmental services. Zia has more than 12 years of experience in providing environmental engineering and environmental consulting services to the City of Las Cruces through on-call environmental engineering contracts on such projects as the design and permitting of the City's Recycling Center, air permitting of the City's electrical cogeneration facility at the wastewater treatment facility, annual development of the City's Water Consumer Confidence Report, civil design of the City's water and wastewater laboratory facility, response to City water and wastewater distribution issues, permitting support for renewal of the City's wastewater reuse facility and multiple environmental investigations (Phase I ESA's), NEPA studies and cultural and biological clearance surveys.

Evaluation Criteria No. 1 (Technical Approach)

GEOTECHNICAL ASSESSMENTS. To verify continuity of project objectives, CobbFendley has included GEOMAT on our team to lead geotechnical services. GEOMAT's process evaluates every aspect of the project from the scope development to the field work, to laboratory testing, and final to the geotechnical recommendation portions of the project. This includes specialized, specific project managers and professional engineers for all project types, from bridges, pavements, retaining structures, and diversion structures.

EXPERT WITNESS. Professional Engineers of CobbFendley and our teaming partners have the technical expertise to provide expert witness testimony for the City. Senior personnel have provided expert witness support related to judicial actions and routinely provide public outreach support when required. In addition, Mr. Martinez of Zia has also provided expert witness testimony for projects related to groundwater and soils contamination and has supported several clients in depositions and expert witness roles related to environmental compliance and drainage issues.

PROJECT MANAGEMENT. Project Manager Mr. Chris Almy, PE, will develop a Project Management Plan (PMP) to provide all team members with a single document of relevant project information. The PMP includes the scope of work, team member roles (internal and subcontractors), budgets, design schedule, QA/QC Plan, Risk Management Matrix, Change Management Plan, Issue Log, guidelines for design file management, and invoicing requirements. Having these plans in place makes us better prepared to keep focused on the big picture goals and ready to handle unforeseen circumstances, which could surface during project development.

CONSTRUCTION INSPECTION. CobbFendley maintains a dedicated Construction Management Department with more than 100 years of combined construction observation and inspection experience. We have 19 construction inspectors highly experienced in managing various construction phase services, including pre-construction meetings, public meetings, Contractor RFIs, change orders, Contractor invoice approval, construction site visits, and preparation of record drawings once the project is complete. They are available to provide services on a wide variety of public works projects, including utility, roadway, and drainage. Our highly qualified inspectors have been well trained and are certified in a wide variety of categories. These categories include, but are not limited to, American Concrete Institute (ACI) and Associated Contractors of New Mexico Transportation Technician Training and Certification Program (TTCP).

D. PROPOSED PROJECT SCHEDULE

The CobbFendley team believes the schedule is one of the most important factors in project success. The schedule will establish milestones for deliverables and allow the City to provide input on project timelines. Our history of completing deliverables on schedule is one of the many results of our project success over the years. CobbFendley commits to meeting the schedule deadlines that will be developed in the scoping phase and is dedicated to meeting the timelines contained in the contract documents and included as part of the initial project development with the City's Project Manager. Our Project Manager, Mr. Almy, will develop a detailed production and coordination schedule at the onset of the project, including bid and construction phase services. The schedule will include resource allocations to determine the required commitments of team members to meet the schedule. In the event of necessary schedule recovery (or should the City decide to expedite the design process), the CobbFendley team is nimble and responsive and has the ability to pull additional resources from the deep Company team to meet design schedules. Our Project Principal, Mr. Sumrall, is committed to the success of City of Las Cruces projects and will assign resources as required to meet project schedules.

The following project schedule represents sample activities proposed that will be accomplished by the CobbFendley Team. A schedule for individual task orders issued will be developed upon notice to proceed. Schedules can be expedited when needed due to CobbFendley's depth of staff and our ability to self-perform requested services. Our lean team structure equates to simplified management, coordination, and quality control.

Sample Project Schedule	Week 1	Week 2	Week 3	Week 4
Receive Notice to Proceed from the City	★			
Hold Kick-Off Meeting, Develop Project Schedule	■			
Field Work		■		
Deliverable Preparation			■	
Review and Certification				■
Coordination Between the City and CobbFendley	■	■	■	■

Evaluation Criteria No. 2 (Qualifications/Competence)

ABOUT THE FIRM

CobbFendley was founded on April 1, 1980, and is an employee-owned consulting firm providing civil engineering and land surveying services for 43 years. Our staff of over 630 employees bring an unmatched level of expertise and experience, and is committed to serving the communities where we live and work. CobbFendley's diverse team of professionals is comprised of engineers, designers, surveyors, ROW agents, utility specialists, technicians, and support personnel. Our in-house services include road design, sidewalk and ADA design, drainage design, structural/bridge design, hydrologic and hydraulic evaluation, flood disaster protection and recovery support, traffic engineering, site design, utility coordination and wet/dry utility design, SUE, surveying and mapping, and ROW acquisition, among others.

As a client-oriented firm, CobbFendley believes that the principal factor behind our nearly 43-years of success and growth is our dedication to producing quality, timely work. CobbFendley has established and will continue to maintain confidence with our clients by exhibiting sound management, offering unrivaled professional surveying experience and capabilities, producing quality products, and adhering to high standards of professional ethics using local staff committed to working in their own communities.

UNDERTAKING RESPONSIBILITIES ASSOCIATED WITH A POTENTIAL PROJECT

CobbFendley's project leadership will be supported by a qualified team of engineers and surveyors to bring a diverse array of technical expertise. The CobbFendley team will report to the Project Manager. While the Project Manager will coordinate personnel and resources needed for each assignment, the Project Principal will have the ultimate responsibility of dedicating appropriate staff to the project and coordinating their availability should additional resources be required.

PROVEN LEADERSHIP. Project Manager, Mr. Chris Almy, PE, has 17 years of civil engineering experience performing utility designs and coordinating with multiple reviewing, permitting, and funding agencies on projects throughout New Mexico. Mr. Almy is supported by engineers and experts in the fields of water supply and distribution, wastewater collection, hydraulic modeling, drainage, surveying, subsurface utility exploration, utility coordination, land acquisition, bid administration, construction management, and other technical services. Mr. Almy will provide senior leadership and guidance to project teams overseeing delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CobbFendley's Project Principal / QA/QC Manager is Mr. Brad Sumrall, PE. Having designed infrastructure projects throughout New Mexico, Texas, California, and Utah since 1993, Mr. Sumrall has a keen understanding for the requirements to build a successful project and navigate the design, funding, and coordination processes. As Project Principal, Mr. Sumrall will provide senior leadership and guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CAPACITY TO HANDLE MULTIPLE PROJECTS. CobbFendley facilitates clear communication and schedule requirements through a weekly meeting where all active projects are evaluated and discussed to verify that we are maintaining schedules, budgets and deliverables as described in our executed scope of work. We understand that in some cases, funding constraints and governing body expectations can sometimes require accelerated schedules and deliverables. Should such conditions arise, our project management team confers to address schedule conflicts to reallocate resources and leverage other expertise from within CobbFendley. We have successfully addressed these conditions recently due to client demands and changes in key personnel.

PROJECT BALANCING PROCESS. Our New Mexico-based engineering team successfully manages and delivers numerous projects continuously on a daily basis. Our experienced project managers work diligently to manage schedules, staff resources, and client expectations. Our project execution and design processes incorporate the following activities:

- Establish a clear definition of project objectives in collaboration with the City so that the appropriate data is collected to support a functional and sustainable design.
- Prepare a PMP to outline and define the project scope, schedule, and budget for clear enunciation of what, why, how, when, and who is involved with project execution.
- Collect required base data including topographic, ground features, existing utility information and reference reports which form the design foundation. Our thorough data collection efforts facilitate successful engineering projects by eliminating successive field visits to obtain additional data. We also strive to provide additional information to make the engineer's job easier with the objective of designing an innovative and cost-effective solution.
- Instill a "Plan the Work/Work the Plan" mindset and process. This serves to keep our team on track, the client well informed, and produces quality deliverables for the City's benefit.

Applying these practices consistently, along with clear and effective communication, allows us to balance and maintain efficient workflow and schedules while maintaining quality.

Evaluation Criteria No. 2 (Qualifications/Competence)

YOUR DEDICATED TEAM

A. NAMES OF KEY PERSONNEL ASSIGNED TO PROVIDE SERVICES

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Brad Sumrall, PE Project Principal NM PE #14086 **Time Assigned: 25%**	• 31 years of civil engineering project management experience • Successfully delivered projects for numerous municipalities throughout the State of New Mexico	**Strengths and Qualifications:** Mr. Sumrall has 31 years of professional water resources, land reclamation, development and master planning experience. With a background in natural resource management and civil engineering, he strives to incorporate sustainable design practices into all his projects for the benefit of the environment and the end user. Specific areas of expertise include potable water, waste water conveyance, and retrofit, reclamation and stabilization of disturbed land including mines, roadways and natural waterways, hydrology and hydraulics, MS4 compliance and storm water best management practice design and evaluation, and pedestrian trails. **Project Experience:** Dam Maintenance Plan, *City of Las Cruces, NM* • Master Drainage Plan, *City of Las Cruces, NM* • Calabacillas Arroyo HEC-HMS, *SSCAFCA, Rio Rancho, NM* • JP Shawver Park Handball Court, *City of El Paso, TX* • Striping Project, *City of Alamogordo, NM* • Eagle Nest Lake State Park Campground Improvements, *New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) - State Parks Division, Colfax County, NM* • Persons Access Road, *PNM, Eddy County, NM* • Infrastructure Improvements, *Pueblo of Laguna, NM* • IDIQ Contract, *Indian Health Service, Albuquerque, NM* • Pedestrian Multi-Use Trails, *Pueblo of Laguna, NM* • On-Call Statewide Drainage Bureau, *NMDOT, Statewide, NM* • Sanitary Sewer Rehabilitation, *Pueblo of Laguna, NM* • Cabezon Multi-Family Development, *JLM Financial Partners, Rio Rancho, NM* • Loop 375 Waterline Relocation, *TxDOT, El Paso Water Utilities (EPWater), El Paso, TX* • Alameda Drain Trail Master Plan, *Bernalillo County Public Works, Albuquerque, NM*
 Chris Almy, PE Project Manager / Professional Responsible for and in Direct Charge of the Work NM PE #19120 **Time Assigned: 75%** ***Las Cruces Resident***	• 17 years of civil engineering project management experience • Experience on projects located in and surrounding Doña Ana County	**Strengths and Qualifications:** Mr. Almy has 17 years of civil engineering experience in the field of water resources. He specializes in subsurface utility exploration, UC, water supply/distribution, wastewater collection, decentralized wastewater treatment, drainage engineering, temporary erosion control, and stormwater pollution Prevention Plans (SWPPP). He has performed numerous engineering studies and prepared plans, specifications and estimates for projects throughout New Mexico. As Project Manager, Mr. Almy brings extensive experience providing technical guidance to our design teams ensuring contract compliance, delivery of scope, budget, schedule, and appropriate resource allocation. He excels in technical writing, project and team management, and agency coordination. **Project Experience:** Drainage Detention Basin, *City of Alamogordo, NM* • South Fork Arroyo Improvements, *City of Las Cruces, Dona Ana County, NM* • Striping Project, *City of Alamogordo, NM* • Vista Real Wastewater System, *Vista Real Mobile Home Community, Las Cruces, NM* • Buckeye & Iron Street Drainage Improvements, *City of Deming, NM* • Emergency Water Line Connection, *Picacho MDWCA, Dona Ana County, NM* • Johnny's Septage Facility, *Johnny's Septic Tank Company, Mesquite, NM* • F&A Septic System Design, *F&A Dairy Products Inc, Las Cruces, NM* • Market Street Drainage Study, *Town of Silver City, NM* • Wastewater Collection System Improvements, Village of Loving, NM • Berino Pond Erosion Mitigation, *Flood Commission, Dona Ana County, NM* • Ruidoso Bridges Reconstruction, *Village of Ruidoso, NM* • Water Storage System Improvements, *City of Portales, NM* • Force Main and Rockwall, *Winterhaven MDWC and SWA, Dona Ana County, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Sean Wolfe, PG Officer of the Firm Responsible for Administration of the Contract *PG #10333* **Time Assigned: 20%**	• 24 years of subsurface utility exploration and survey experience • 15 years of project management experience, including 11 years of experience on projects located in Doña Ana County	**Strengths and Qualifications:** Mr. Wolfe has 24 years of experience in the subsurface utility exploration and surveying fields. As a Professional Geologist, he is uniquely suited and experienced with the geophysical equipment and techniques used in the subsurface utility exploration profession. He has completed projects for DOTs, universities, municipalities, counties, and private utilities. Mr. Wolfe has acted as Project Manager and Field Supervisor, actively participating and supervising multiple Level A and B field crews. His experience includes all levels of subsurface utility exploration activities. **Project Experience:** South Valley Drive, *City of Las Cruces, NM* • Talavera 8-inch High Pressure Gas Pipeline, *City of Las Cruces, NM* • Downtown Redevelopment Project, *City of Las Cruces, NM* • Roadrunner Parkway Extension, *City of Las Cruces, NM*
 J.R. Garcia, PE Structural Engineer Lead *NM PE #28595* **Time Assigned: 30%**	• 23 years of structural engineering experience	**Strengths and Qualifications:** Mr. Garcia has 23 years of structural design experience in bridges, buildings, retaining walls, drainage structures, industrial facilities, and seismic analysis. His building design experience includes steel framing, load bearing masonry, wood framing, cast-in-place concrete, tilt-up concrete and metal framing. **Project Experience:** Public Works and Administration Complex, *City of Seabrook, TX* • Water Plant No. 2 Improvements, *City of Shoreacres, TX* • IH 45 Canal and Siphon Improvements, *Gulf Coast Water Authority, Webster, TX*
 Brian Young, PE Electrical Design and Supervisory Control and Data Acquisition (SCADA) Lead *AZ PE #52847* **Time Assigned: 50%**	• 38 years of electrical design, instrumentation and controls, SCADA, electrical life and safety system design services	**Strengths and Qualifications:** Mr. Young has 38 years of experience in the design of electrical systems for municipal facilities, commercial and office buildings, industrial facilities, and primary electric transmission and distribution lines. As Electrical Engineer, he will provide electrical design and coordination, life safety system design, and instrumentation and controls. **Project Experience:** WRF Design Project, City of Provo, UT • Copper Basin Water Reclamation Facility, San Tan Valley, AZ • 157th Ave Water Reclamation Facility, Goodyear, AZ • Verrado Water Reclamation Facility Expansion, Buckeye, AZ • 91st Avenue Wastewater Treatment Plant, Phoenix, AZ
 Jared Canuteson, PE Computer Network Analysis for Gas Lead *NM PE #22538* **Time Assigned: 30%**	• 21 years of progressive experience in energy, land development, and municipal project management	**Strengths and Qualifications:** Mr. Canuteson has overseen various civil and oil and gas projects that included grading, paving, erosion control, storm drainage, water and sanitary sewer, water system valuation, wastewater lift stations, stormwater pump stations, green building development, build-to-suit commercial development, natural gas upstream infrastructure, gas pipelines, and Risk Management Plan (RMP) updates for processing facilities. **Project Experience:** Southeast Connector Design-Build, *TxDOT, Tarrant County, TX* • Bell District Gas Relocation, *Atmos Energy, Cedar Park, TX* • Line D, Multiple Segments, *Atmos Energy, Dallas County, TX*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Mohsen Karbakhsh, PhD, PE Computer Network Analysis for Water/ Wastewater Lead *NM PE #27062* **Time Assigned: 75%**	• 9 years of water and wastewater process treatment design and collection and distribution system modeling and design experience	**Strengths and Qualifications:** Mr. Karbakhsh is a lead project engineer and Albuquerque office manager with Water Works Engineers. He has over 9 years of experience, as well as 3 years of research experience at the New Mexico State University, where he worked on pilot scale algal bioreactors at the Jacob Hands WWTP. Mohsen's experience ranges from developing O&M and SOPs for existing facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS and mapping, condition assessment, rehabilitation/replacement, planning, funding and permitting, design and bid, and construction of water/wastewater treatment and infrastructure systems. **Project Experience:** On-Call Engineering Services, *Albuquerque Bernalillo County Water Utility Authority (ABCWUA), Albuquerque, NM* • On-Call Services, *New Mexico Water Service Company, Rio Communities, NM* • On-Call Services, *City of Deming, NM* • Various Wastewater Treatment Plants (Shiprock, Chinle, Kayenta, and Tuba City), *Navajo Tribal Utility Authority, Navajo Nation, NM* • RO Treatment and Distribution System, *Alamo Navajo School Board (ANSBI), Alamo, NM* • Surface Water Treatment Plant Preliminary Engineering Report (PER), Village of Chama, NM
 Darin Begay Mechanical Design Lead **Time Assigned: 50%**	• 16 years of experience providing mechanical engineering for pumping systems, mechanical piping, HVAC, and plumbing design projects	**Strengths and Qualifications:** Mr. Begay has 16 years of experience providing mechanical engineering in support of pumping systems, mechanical piping, HVAC, and plumbing design projects for clients throughout Arizona - including a variety of large and small-scale wastewater facilities. **Project Experience:** 157th Ave Water Reclamation Facility, *City of Goodyear, AZ* • North Water Treatment Plant, *City of Gilbert, AZ* • Copper Basin Water Reclamation Facility, *San Tan Valley, AZ* • Airport Water Reclamation Facility Expansion, *Prescott, AZ*
 Willie Roman, PE, PTOE Traffic Impact Studies and Transportation Modeling Studies and Photometrics/Street Lighting Design Lead *NM PE #16044 | NM PTOE #3524* **Time Assigned: 20%** ***Las Cruces Resident***	• 25 years of traffic engineering experience, including 10 years of project management of a multi-discipline, multi-office engineering and surveying company, and nearly 6 years with municipal government	**Strengths and Qualifications:** Mr. Roman is a Senior Project Manager with a background in both engineering and management. With 25 years of leadership and engineering expertise within the public and private sectors, his experience includes 10 years of executive management of a multi-discipline, multi-office engineering and surveying company, and nearly 6 years with municipal government where he served as Administrator of Street & Traffic Operations and also as the City's Traffic Engineer at the City of Las Cruces. While at the City of Las Cruces, he managed a large municipal operations section and oversaw day-to-day operations of Traffic Engineering, Traffic Operations (Signs and Markings, Signals, and Street lights), and Street Operations. **Project Experience:** US 82 / NM 18 Lovington (Traffic Signals and Street Lighting), *NMDOT* • IH 25 Business Loop (Street Lighting), *NMDOT* • Amador-Motel Fiber Optic Upgrade, *City of Las Cruces, NM* • West El Paso Medians Improvements (Street Lighting), *City of El Paso TX* • Phase II Lighting Improvements, *City of Sunland Park, NM* • Traffic Operations Administration (Traffic Signals, Street Lighting, Signs/Markings), *City of Las Cruces, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Edward Martinez, PE Solid Waste Studies, Landfill System Design and Analysis, and Environmental Lead *NM PE #13731* **Time Assigned: 20%** ***Las Cruces Resident***	• 40 years of experience in solid waste management planning, design, closure, environmental compliance, solid waste facilities permitting, and recycling	**Strengths and Qualifications:** Mr. Martinez, PE, is the founder and President of Zia. He has an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling dating to the early 1980's. Mr. Martinez has also directed and/or managed investigation and/or closure of over 35 landfill facilities throughout the Southwest. He has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects. **Past Clients:** City of Las Cruces • Dona Ana County • New Mexico Environment Department • City of Albuquerque • Bernalillo County • US Department of Homeland Security • US Fish & Wildlife Service • NMDOT • US Department of Agriculture • Spaceport America • US Department of the Interior Bureau of Land Management
 Matt Cramer, PE Geotechnical Lead *NM PE #18710* **Time Assigned: 10%**	• 15 years of experience as a geotechnical and structural engineer	**Strengths and Qualifications:** Mr. Cramer, PE has 15 years of experience as engineer-of-record and project manager of geotechnical engineering services on structures, bridges, and roadway projects of all types and sizes. His experience includes working with a wide variety of clients including the public sector. **Project Experience:** O'Reilly West Side Exterior Concrete Pavement Evaluation, *Dona Ana County, NM* • Contract Drilling Services, *Las Cruces, NM* • Radio Tower Replacement, Las Cruces, NM

B. NAME, ADDRESS, TELEPHONE NUMBER OF THE PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT

Sean Wolfe, PG | Senior Vice President | Mountain Region Manager

Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: swolfe@cobbfendley.com

SUBCONSULTANT ADDRESSES, QUALIFICATIONS, AND AREAS OF RESPONSIBILITY

GEOMAT

Responsible Addresses:
Farmington: 915 Malta Avenue, Farmington, New Mexico 87401
Albuquerque: 7901 Lorraine Ct. NM, Albuquerque, New Mexico 87113

Phone: 505.327.7928
Fax: 505.326.5721
Email: matt.cramer@geomatengineering.com

Firm Qualifications: GEOMAT is an owner-operated firm and has been serving the State of New Mexico since 2004. GEOMAT provides geotechnical engineering, geotechnical drilling services, quality assurance testing, and special inspection.

Areas of Responsibility: Geotechnical Assessment services

Evaluation Criteria No. 2 (Qualifications/Competence)

Lee

Responsible Addresses:
Las Cruces: 1990 E. Lohman Avenue, Las Cruces, 88001
Albuquerque: 8220 San Pedro Drive NE, Suite 250, Albuquerque, NM 87113

Phone: 575.640.6414
Fax: 505.338.0989
Email: wroman@lee-eng.com

Firm Qualifications: Lee is a specialized Traffic Engineering and Transportation Planning firm that has been dedicated to providing exceptional services for over 35 years. Lee's team of highly skilled engineers have focused their careers on traffic through hands-on experience and concentrated education.

Areas of Responsibility: Traffic Impact Studies and Transportation Modeling Studies and Photometrics/Street Lighting Design services

Water Works

Address:
8650 Alameda Boulevard NE, Suite 103E
Albuquerque, NM 87122

Phone: 505.210.9546
Fax: N/A
Email: mohsenk@wwengineers.com

Firm Qualifications: Water Works is a focused water and wastewater consulting firm, with over 19 years of experience and ten offices throughout the western United States. Water Works has been serving the state of New Mexico since 2011, and after establishing their Albuquerque office in 2023, Water Works is ready to expand their high-quality organic work to clients like the City of Las Cruces.

Areas of Responsibility: Electrical design, computer network analysis for water (InfoWater) and wastewater (InfoSewer), mechanical design, and supervisory control and data acquisition (SCADA) services

Zia

Address:
755 S. Telshor Blvd., Suite Q-201
Las Cruces, NM 88011

Phone: 575.532.1526
Fax: 575.532.1587
Email: ehmartinez@ziaeec.com

Firm Qualifications: Zia is a professional engineering and environmental consulting firm, headquartered in Las Cruces since 2000. The firm has experience and expertise in civil and environmental engineering, drainage analysis and stormwater and erosion control, environmental investigations and permitting, air quality, water and wastewater systems analysis, NEPA environmental compliance, RCRA investigations and remediation, land use studies and feasibility analyses, cultural and natural resources studies, environmental Phase I and II investigations, and asbestos and lead investigations.

Areas of Responsibility: Solid waste studies, landfill system design and analysis, environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City

C. LOCATION OF OFFICE(S) WHERE WORK WILL BE PERFORMED AND PERCENT OF WORK TO BE PERFORMED AT EACH

Albuquerque
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

% of Work Performed: 60%

El Paso
11427 Rojas Drive, Suite B
El Paso, Texas 79936

% of Work Performed: 40%

D. NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Chris Almy, PE | Project Manager | NM PE #19120

Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: calmy@cobbfendley.com

Evaluation Criteria No. 3 (Performance of the firm)

EAGLE NEST MASTER PLAN
SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY (SSCAFCA) | RIO RANCHO, NEW MEXICO

REFERENCE

CONSENSUS PLANNING
Jackie Fishman, Director of Planning
302 Eighth Street NW
Albuquerque, NM 87102
505.764.9801
fishman@consensusplanning.com

Project Description: CobbFendley participated as the civil engineer in support of master planning of Eagle Nest Lake State Park in Eagle Nest, New Mexico. New Mexico State Parks required planning services to realize their vision of expanding and improving the campground and related facilities within the park. The project included engineering analysis and conceptual design of water and sanitary sewer improvements specifically for construction of a new comfort station. This included evaluation of the existing well supply and equipment needed to support the new facility. CobbFendley also performed conceptual grading to improve access and drainage within the 20-unit campground. An additional campground supporting 20 new RV spaces was also evaluated and located at an appropriate location to provide access and prevent flooding due to rainfall events.

DRAINAGE DETENTION BASIN REHABILITATION
CITY OF ALAMOGORDO | ALAMOGORDO, NEW MEXICO

REFERENCE

CITY OF ALAMOGORDO
David Nunnelley | Utilities Director
42 Valley View Drive
La Luz, New Mexico 88337
575.489.2274
dnunnelley@ci.alamogordo.nm.us

Project Description: CobbFendley is providing engineering and surveying services to reestablish the design volume of four existing large detention ponds that have accumulated sediment. The project scope of work consists of conducting UAV (drone) topographical surveying and grading design to re-establish the design detention volumes based on the record drawings of each pond. Mr. Almy is serving as the Project Manager and is tasked with leading the design and development of construction plans, technical specifications, opinion of probable construction costs that will be incorporated into the contract documents.

Evaluation Criteria No. 3 (Performance of the firm)

EPIA MASTER DRAINAGE PLAN

CITY OF EL PASO, EL PASO INTERNATIONAL AIRPORT (EPIA) | EL PASO, TEXAS

REFERENCE

CITY OF EL PASO/EPIA
Mr. Michael McElroy | Former Planner at EPIA, Current Lead Planner at El Paso County
800 E. Overland, Suite 200
El Paso, Texas 79901
915.346.9412
m.mcelroy@epcounty.com

Project Description: CobbFendley completed a comprehensive analysis of a 1000-acre master planned development area located on EPIA property. As a closed basin, the project was impacted by significant off-site flows generated by portions of Ft. Bliss. Flow contributions doubled the retained runoff from approximately 350 acre-feet to over 800 acre-feet. CobbFendley engineers performed the HEC-HMS analysis to verify these impacts based on previously completed analysis in support of an existing CLOMR from 2008. Mitigation design was completed using HEC-RAS to identify the hydraulic structures needed to isolate the off-site flows while evaluation of modifications to existing retention facilities within the development area was completed. A revised CLOMR was prepared to show changes in the floodplain elevation because of proposed development and changes in the existing retention containment requirements. We also completed a comprehensive Master Drainage Plan and estimate of storm water infrastructure improvements. CobbFendley performed several iterations of the infrastructure improvement requirements due to changes in the development plan during project execution.

CobbFendley held regular project team meetings to align and adjust the analysis and report as the development scenarios evolved over the course of the project. Regular updates and coordination meetings served to address this fast-moving project and adjust as development scenarios evolved. Our El Paso based project manager worked closely with our Hydrology and Hydraulics (H&H) team in Albuquerque, New Mexico, and Houston, Texas to coordinate the analysis, conceptual design, final report and FEMA CLOMR process. CobbFendley successfully met the deadline set by the EPIA for completion.

CobbFendley is proud of our **COMMITMENT TO QUALITY** *and customer satisfaction. Our business is built on repeat business, so we work to make every reasonable effort to provide services of the highest quality. From design through construction, we provide quality professionals who have a sense of ownership in the projects that we undertake and the abilities to back it up.*

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Cobb, Fendley & Associates,Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

COBB, FENDLEY & ASSOCIATES, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "C"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Daniel B. Stephens & Associates, Inc., of 6020 Academy NE, Ste 100, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Daniel B. Stephens & Associates, Inc. 6020 Academy NE, Ste 100 Albuquerque, NM 87109 ATTENTION: Gundar Peterson

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

DANIEL B. STEPHENS & ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Daniel B. Stephens & Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 275.00
2	Project Engineer/Project Manager	$ 175.00
3	Senior Engineer	$ 215.00
4	Design Engineer	$ 150.00
5	Engineer Intern	$ 130.00
6	Engineering Technician	$ 115.00
7	Drafting Technician	$ 115.00
8	Survey Crew**	$ 300.00
9	Construction Inspector/Observer	$ 115.00
10	Administrative/Clerical	$ 110.00
11	Field Testing and Investigations	$ 140.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .35
16	Color Copies (per copy)	$ .95
17	Prints 24x36 (per sheet)	$ 8.00
18	Mylars 24x36 (per sheet)	$ 15.00
19	Photo Quality Plots (per plot)	$ 8.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

TECHNICAL PROPOSAL FOR

General Engineering Services

RFP# 23-24-051 | Due: February 27, 2024

Prepared for

City of Las Cruces®

DBS&A
a Geo-Logic Company

6020 Academy Road NE, Suite 100, Albuquerque, New Mexico 87109

DBS&A
a Geo-Logic Company

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, New Mexico 88001

Re: RFP No. 23-24-051, General Engineering Services

Dear Selection Committee Members:

The City of Las Cruces has requested on-call general engineering services to support a wide range of potential projects. Daniel B. Stephens & Associates, Inc. (DBS&A) looks forward to continuing to serve the City and possibly expand the services we offer under our current Utility Engineering and Environmental Engineering On-Call Contracts.

DBS&A is prepared to address your need for engineering services related to water, wastewater and stormwater systems, and landfills, including planning, design, permitting, and model analysis. We also provide environmental and geotechnical assessments, groundwater monitoring, all types of regulatory documentation and reporting, expert services in judicial and quasi-judicial settings, project management, and construction services.

Las Cruces Utilities Department staff have worked with many DBS&A staff, mostly from our Albuquerque office, on projects including the Griggs-Walnut Superfund site, the Utilities Master Plan, and a number of water system improvements projects. If projects require full time resources, DBS&A can open a project office in Las Cruces.

Our proposal communicates our approach to perform the work, our experience with the services needed, the capabilities of our team, and our commitment to service and quality. Please contact us if you have any questions or require additional information.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.

Jennifer Hill, PE
Project Manager

Gundar Peterson, PE
Vice President

6020 Academy Road NE, Suite 100
Albuquerque, New Mexico 87109

(505) 822-9400
www.dbstephens.com

Table of Contents

1. Technical Approach 1

2. Qualifications/Competence 9

3. Performance of the Firm 13

Cost Proposal ..... Provided in a separate PDF

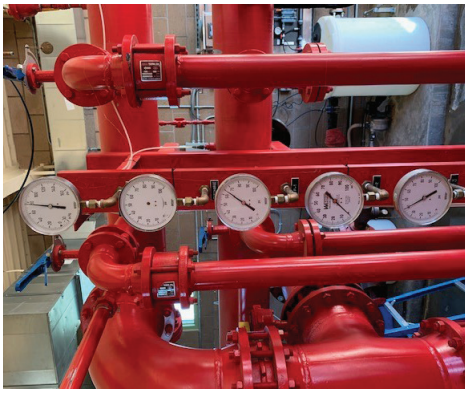
Conclusion 15

Appendix - Required Forms

RFP Compliance Declaration Form

New Mexico Resident Preference Certificate

The City of Las Cruces needs experienced engineers and other specialists to address a broad range of design and regulatory challenges. DBS&A has proven experience providing these and other services to the City. We are committed to serving the City with continuity of service, expertise in engineering, and high-quality deliverables.



1. Technical Approach

Professional, Technical, and Customary Services Provided

Daniel B. Stephens & Associates, Inc. (DBS&A) understands that project assignments under this contract will be initiated by the City of Las Cruces (City) by providing a detailed project description, including scope of work and any other special instructions needed. DBS&A has the expertise to prepare preliminary and final cost estimates; Microsoft Project schedules; complete plans and specifications; and project reports. The scope of this contract includes a broad range of general engineering services to enable the City to assign any type of engineering services on an as-needed basis. Therefore, the detailed scope of work will vary considerably between task orders.

DBS&A is accustomed to serving large multi-task programs and is frequently asked to execute projects under tight time limitations. On all projects, we prepare a detailed project management plan (PMP) that includes the project scope, budget, and schedule. The PMP is an internal management tool that can be referenced by the DBS&A team members.

Major Tasks

- Master planning
- Site development
- Electrical design
- Computer network analyses and design services for water and wastewater systems
- Supervisory Control and Data Acquisition design
- Water and wastewater utility system design and analysis
- Drainage studies, including FEMA flood studies
- Storm drainage
- Solid waste studies, landfill system design and analysis
- Environmental surveys, assessments, monitoring and management
- Geotechnical assessments
- Expert witness
- Project Management
- Construction Inspection

DBS&A regularly supports our clients through all stages of project development and execution. Our technical approach includes identifying the best qualified technical personnel from our company to execute the task at hand, implementing engineering best practices including the most appropriate technology tools, reviewing all work products by qualified reviewers, and effective communication both internally and externally. Our diverse staff includes not only engineers, but also computer-aided design (CAD) specialists, hydrogeologists and geologists, chemists, biologists, technical editors, and construction observers. We collaborate between disciplines to offer a well-rounded approach to engineering solutions.

Our general approach to engineering projects, which might include one or many of the detailed services described in more detail below, is as follows.

1. Conduct a thorough evaluation of options, or if the project concept is already in place, formalize the design criteria and basis of design.
2. Prepare the documents needed, which might include environmental documentation, calculations, engineering reports, engineered plans, technical specifications, contract documents, presentations for public meetings, etc. DBS&A specializes in providing custom, site-specific engineering design solutions that address the specified goals of our clients and project stakeholders.
3. Follow an established quality assurance/quality checking procedure. This includes identifying a qualified reviewer, keeping records of the review, and backchecking that comments are addressed, for each deliverable. We also employ a staff of professional technical editors.
4. Deploy our subconsultant resources as required. We have established relationships with subconsultants that we use on a regular basis, so that our team operates like a single company.
5. Communicate at critical project milestones with our client. These typically includes project initiation/scoping phase, kickoff meeting, milestone deliverable reviews, issuance of final documents for bidding, bid phase, pre-construction meeting, and regular progress meetings during construction.

Under our contract with the City for Utilities Engineering, DBS&A designed a booster station for the Spruce Tank.

Detailed Services Under Each Task

Our general approach and experience with services required in the request for proposals (RFP) follows.

Master Planning

Master planning for utilities provides a road map for development of the system based on evaluation and identification of deficiencies with the current system, identification of needs under a projected growth scenario, and identification of infrastructure needed to both correct deficiencies and expand service. We recently participated as a subconsultant in the City's Utilities Master Plan update, with a focus on the water system. That master plan is based on the City's comprehensive plan, "Elevate Las Cruces." Master planning of utilities based on needs and projected growth, we have worked with other New Mexico communities, including the cities of Rio Rancho, Deming, and Portales.

Site Development

DBS&A frequently prepares grading and drainage plans for development of utility sites. For the Spruce Tank booster station design, we prepared a grading and drainage plan for the existing site, including runoff and retention pond calculations in accordance with the City's Urban Drainage Criteria.

Electrical Design

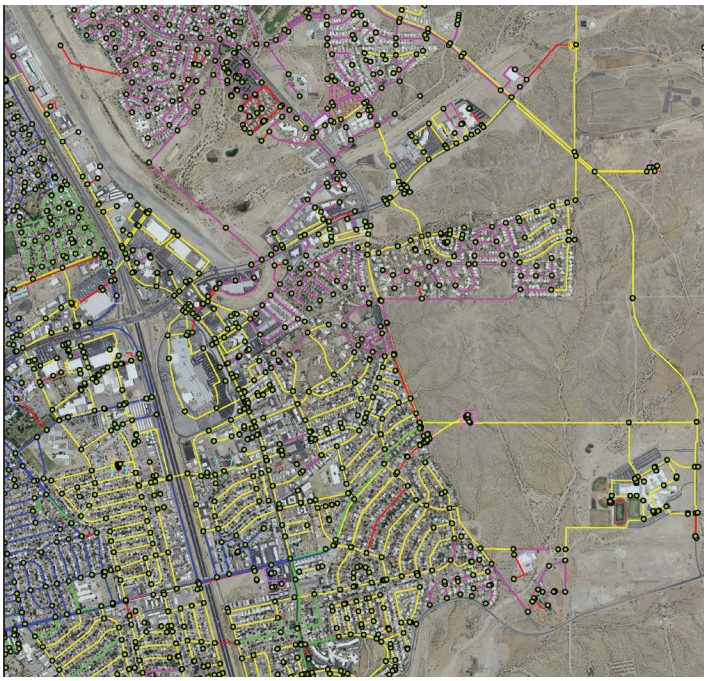
Our teaming partner, The Response Group (TRG), has worked with us on many utilities projects, including those for the City of Las Cruces. The electrical design typically includes instrumentation and control design. Projects we have partnered on include wells, booster pump stations, and entire systems such as the Hopi Regional Water System and the Los Alamos National Laboratories (LANL) Chromium project, both of which included new supervisory control and data acquisition system (SCADA) systems for overall system monitoring and control.

Computer Network Analyses and Design Services

DBS&A is very familiar with the City's computerized water model in Infowater, having updated the model in 2018 and 2023 with new pipes from the GIS database, and with new demands from billing data. Our capabilities also include stormwater and sewer modeling. We have used our modeling capabilities to support master plans for infrastructure including the City's recent utilities master plan update. Our capabilities also include design of infrastructure including pipelines and well houses; biological treatment; feasibility studies; subsurface utility exploration; construction support; and National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plans (SWPPP) compliance.

We understand the City operates water, wastewater and gas utilities and is responsible for stormwater compliance under the Municipal Separate Storm Sewer System (MS4) Permit. DBS&A has gained extensive experience with MS4 permitting in recent years working on behalf of the City of Albuquerque, the New Mexico Department of Transportation (NMDOT), Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), and the University of New Mexico to comply with the Middle Rio Grande's new watershed-based MS4 permit.

We have strong credibility with regulatory agencies governing New Mexico, including the New Mexico Environment Department (NMED), U.S. Environmental Protection Agency (EPA) Region 6, the Office of the State Engineer (OSE), and others, which makes us more effective in negotiating permit variances and other terms with these agencies on behalf of our clients.



Water model update for the City of Las Cruces

Supervisory Control and Data Acquisition design

Many of the utility projects that we design have a SCADA component. DBS&A works regularly with TRG as our electrical and instrumentation and control subconsultant on such projects. Three Las Cruces projects included SCADA integration: Well 64 equipping, the East Mesa Water Reclamation Facility Booster Pump Station, and the Spruce Tank booster pump station. During design of those projects, the City was working on standards for SCADA equipment; we met with the City's staff and received draft designs from the City's contractor for panel design to incorporate into our bid documents.

DBS&A and TRG have also worked together on projects requiring new SCADA systems, including the LANL Chromium groundwater remediation project, which included a system of multiple extraction and injection wells, piping, and booster pump station. DBS&A also worked together on a regional water system on the Hopi reservation, which utilizes SCADA for monitoring and control of wells, tanks, and booster stations.

Water and Wastewater Utility System Design and Analysis

Water System Engineering

DBS&A has supported the City in many areas under our on-call contracts. This includes a Water Stagnation Study in 2017 which included water quality sampling and analysis in the distribution system, and water quality modeling to support recommendations for optimization of chemical dosing for red water control. We have updated the model and conducted field testing (pressure and hydrant flow tests) to validate the model. We have prepared several technical memoranda and fact sheets regarding fluoride in drinking water, desalination, lead, red water, and arsenic.

With our hydrogeologic services capabilities, we routinely help utilities with well siting, well design, and construction oversight of well drilling. In addition, DBS&A is able to complete engineering design of well sites, and associated pipelines, and treatment.

DBS&A routinely prepares planning and analysis documents for water systems such as 40-year water plans, conservation plans, water audits, preliminary engineering reports, and basis of design studies.

We also prepare construction drawings, technical specifications, and bid documents and provide support during construction including on-site observations. Recent projects for which we have provided services from planning through design include the Water Authority Large Scale Recharge Project, which consists of a deep aquifer direct injection well and one shallower vadose zone well. For this project we provided planning, investigation, permitting, design, and construction oversight.

DBS&A has helped communities develop 40-year water plans that include strategies for meeting future demand, such as aquifer storage and recovery.

Wastewater Engineering

DBS&A engineers have prepared sanitary sewer and lift station capacity studies, wastewater treatment plant evaluation and wastewater treatment design.

For the City of Las Cruces, we previously performed a study to evaluate potential sources of copper, mercury, and cadmium in the influent to the Wastewater Treatment Plant. The study evaluated sources of these metals on the collection system, recommended changes to the pretreatment program, and included a successful application for modifications to the draft NPDES permit limitations of copper.

Our wastewater analysis experience includes evaluation and design of wastewater collection systems. For a proposed farmworker housing development in Ventura County, California, we compared a low pressure grinder pump system to a gravity system. For Pancho Villa State Park in southern New Mexico, we evaluated on-site wastewater disposal versus a localized sewer collection system for

continued wastewater service to the park including museum/visitor center, and RV park.

In the area of wastewater treatment, we have conducted treatment system evaluations and wastewater sampling to recommend improvements either to increase capacity or improve treatment for a number of utilities including Forest Highlands golf community in the vicinity of Flagstaff, Arizona; for the Village of Jemez Springs, New Mexico; and for Acoma Business Enterprises. We have also provided low cost nutrient removal training classes for wastewater operators around the state, under contract with NMED's Surface Water Bureau.

For the Forest Highlands golf community, DBS&A evaluated the wastewater treatment facility and recommended improvements.

Treated Effluent Reuse and Recharge

We have been involved with two flagship projects in New Mexico that involve reuse and recharge of treated wastewater effluent: the Clovis Reuse system for which we designed tertiary filtration, and provided permitting and funding assistance; and the Rio Rancho direct injection facility for which we conducted a siting study for the injection well, conducted pilot testing of advanced treatment and of the injection well, designed the full-scale Advanced Oxidation Process system, and continue to provide services for ongoing monitoring and reporting to NMED and the NM OSE.

Managed Aquifer Recharge

DBS&A has provided permitting services for all of the active recharge projects in the State. In particular we assisted the Albuquerque Bernalillo County Water Utility Authority with permitting, design and construction of both the Bear Canyon Arroyo project which recharges bank filtered river water, and the Large Scale San Juan Chama Drinking Water Project injection and vadose zone wells which recharge treated water from the surface water treatment plant.

Water Treatment Process

DBS&A has designed potable water treatment for projects from simple disinfection systems to more complex systems to remove multiple contaminants, such as the Acoma Business Enterprises system which uses sand filtration followed by reverse osmosis to remove total dissolved solids, sulfate, iron, manganese and turbidity. We have designed systems to remove arsenic and nitrate from groundwater.

For the City's Griggs-Walnut Groundwater Plume Superfund site, DBS&A designed a water treatment system that is permitted to return treated water directly to the drinking water distribution system. At the Former Y site in Clovis, where hydrocarbons are a direct threat to the municipal water supply, DBS&A designed and oversaw construction of a remediation system for extracted groundwater that discharges treated water to the City of Clovis sanitary sewer.

Drainage Studies, Including Flood Studies

DBS&A prepares drainage studies of all types, for projects ranging from utility sites to mines and landfills. Related to the Hermits Peak-Calf Canyon fire, we provided watershed-level hydrologic evaluations and assessment reports for flood mitigation, including on-site evaluations, pre- and post-fire hydrologic analysis using HEC-HMS, evaluation of engineering alternatives for mitigation of further flood impacts, and opinions of probable cost for mitigation projects.

Stormwater Engineering

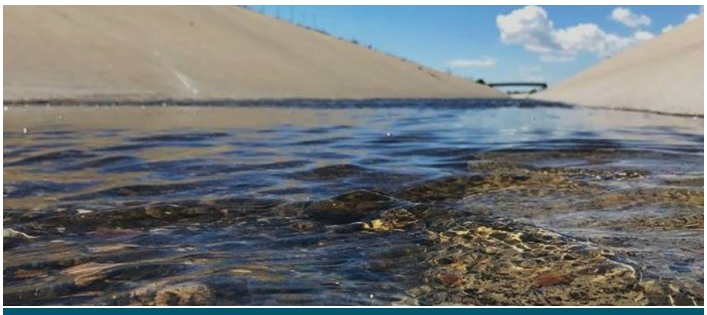
DBS&A provides services for stormwater ranging from regulatory compliance, to drainage analysis and drainage improvement design. DBS&A has played a pivotal role in assisting the co-permittees in the Middle Rio Grande watershed with MS4 compliance. We provide services to the MS4 Compliance Monitoring Cooperative (CMC), an 18-member group of agencies cooperating under the permit, the City of Albuquerque, AMAFCA, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), and the University of New Mexico. Under the watershed-based permit, benefits to collaborating with co-permittees include extension of time to comply with permit requirements, and a reduction in water quality sampling requirements leading to lower costs. We provide water quality sampling, illicit discharge detection and elimination (IDDE) inspections, and microbial source tracking. We

prepared plans for a number of permit requirements such as the IDDE program, and the water quality monitoring program.

For the NPDES program, we prepare SWPPPs and conduct inspections during construction.

Our stormwater engineering services include drainage analysis and drainage structure design. In particular, we have considerable experience at landfills around the state, with drainage analysis and drainage design, for clients such as Southwest Landfill.

A project for which we provided services from design analysis through construction was the design and construction of Stormwater Controls at LANL. For this project, we designed an aboveground high-density polyethylene pipeline, anchored with specially manufactured rock anchors, to convey clean stormwater around a contaminated site. This project represents a measure to comply with LANL's NPDES permit which addresses legacy Solid Waste Management Units in the area.



DBS&A provides stormwater engineering and compliance services, including design of controls, water quality sampling, permitting plans, and drainage analysis and design.

Solid Waste Studies and Landfill System Design and Analysis

DBS&A supports landfill operators and hazardous waste managers by providing regulatory, scientific, and engineering solutions at hazardous and municipal solid waste landfills. Our experience includes siting, permitting, design, construction oversight, quality assurance (QA), and monitoring for facility expansions, permit modifications, and closures. We have shepherded high-profile sites through all phases of state regulatory and EPA approval. We maintain a superior record of providing value when considering clients' expectations of cost, quality, and schedule. Our public and private sector clients include municipalities, counties, private operators, the Department of Energy, and the Department of Defense.

DBS&A routinely prepares construction drawings, technical specifications, and bid documents. Our landfill engineering designs have gained high marks with regulatory agencies and withstood the test of construction implementation with contractors. In many states where DBS&A operates, our landfill liner and cover designs include slope stability analysis to evaluate the seismic risks at a particular site location. We design stormwater control systems that provide for progressive buildout as cells are developed over the life of the landfill. Our engineers take care to meet all federal, state, and local design requirements.

DBS&A has significant experience writing compliance plans, implementing the plans, and performing compliance monitoring at landfills for groundwater quality, leachate, and landfill gas emissions. We understand the latest protocols for statistical analysis of environmental monitoring data and use these procedures to lower our clients' monitoring costs. All sampling and analysis methods follow U.S. Occupational Safety and Health Administration (OSHA) standards for health and safety and conform to accepted state, federal, and industry-standard quality assurance/quality control (QA/QC) procedures.

With regard to landfill planning and design, we develop effective facility plans that maximize capacity for the capital cost invested and provide for efficient day-to-day operations. DBS&A develops plans that describe build-out, including cell layout and timelines and perform all aspects of landfill permitting from the initial siting through operation and closure permitting, including Title V air emission inventories and reporting.

Liner installation at Southwest Landfill in Albuquerque.

Environmental Surveys, Assessments, Monitoring and Management

DBS&A's experience conducting Phase I and Phase II Environmental Site Assessments (ESAs), monitoring and management of indoor air quality and asbestos includes complex, multi-facility investigations, as well as local, single-site assessments for real estate transactions, and Brownfields redevelopment. We use methods including field screening of soil, soil gas, and water quality; field x-ray fluorescence; soil borings and monitoring wells; and geophysical surveys. Our staff is also well versed in vapor intrusion studies, including evaluating impacts from solvent and fuels-based contamination. DBS&A is currently conducting a vapor intrusion study in support of the Griggs and Walnut Ground Water Plume Superfund site in coordination with the City of Las Cruces, Doña Ana County, and EPA. All field work is carried out in accordance with site-specific health and safety plans, approved work plans, sampling and analysis plans, and/or standard operating procedures to ensure that data quality objectives are met.

Geotechnical Assessments

DBS&A has extensive experience performing multi-media ESAs and investigations, including delineation and quantification of soil and groundwater contamination. DBS&A uses a broad range of techniques to identify hazardous waste sources. Identification of potential contamination sources typically involves non-intrusive techniques, such as record searches, interviews, and site visits (Phase I ESAs). Identification of actual contaminant sources typically involves intrusive field investigation, such as drilling and sampling of soil, groundwater, surface water, and subsurface vapor intrusion.

With experience at hundreds of contaminated properties, DBS&A has established a reputation for providing innovative, cost-effective solutions to address our clients' environmental challenges. We apply our understanding of regulations, permitting requirements, compliance strategies, and broad experience base to implement the appropriate solution for each site.

If required, we also have geotechnical engineers on our team who have experience with landfill closure activities, including slope stability assessments, liner and cover design, compliance monitoring, waste settlement analyses, steady-state seepage analyses, and permitting.

Expert Witness

Working closely with clients to develop effective strategies to resolve water and wastewater concerns, DBS&A experts are able to quickly integrate complex technical and legal issues to provide efficient solutions. We have provided expert support related to landfill and water system design, water rights, and water quality issues. Our experts utilize technical tools, such as databases, GIS, environmental forensics, and modeling, to perform complex technical analyses that stand up to technical and legal scrutiny. DBS&A staff members have provided expert opinions and testimony in both state and federal court.

DBS&A experts have a reputation for possessing technical integrity and offering expert opinions based on sound science. Our staff includes specialists in civil and environmental engineering, hydrology, hydrogeology, geochemistry, and contaminant fate and transport, and has presented expert testimony and deposition in dozens of cases involving water and the environment.

Primary services include:

- Providing technical assistance during litigation, mediation, settlement negotiations, or alternative dispute resolution
- Developing expert opinion reports and declarations
- Providing expert testimony and depositions
- Providing confidential consulting during all phases of dispute resolution
- Developing and managing environmental databases, courtroom exhibits, and visualizations

DBS&A routinely provides expert testimony.

Project Management

Project management comprises a set of skills to balance the constraints of scope, schedule, and budget. For any task orders assigned under this contract, we will work with the City's project manager to define the scope of work, the goals and objectives, and the desired schedule for the project. Knowing the scope and schedule, DBS&A can properly allocate resources to meet goals. Once staff resources are identified, DBS&A can develop an accurate fee estimate.

DBS&A can assist the City not only in properly scoping a particular project but also in discussions and negotiations with regulatory agencies to define critical issues and drivers for project success. Additionally, for larger projects, DBS&A will develop a QA project plan, which will detail steps taken to ensure that field work, data collected, and deliverables produced meet necessary quality standards.

Managing Schedule and Budget

DBS&A uses several tools for effective project management. Microsoft Project allows us to manage the schedule for tasks and subtasks to keep the project on track. The Deltek Vision accounting system allows us to view project charges on a daily basis to monitor and keep project budgets on track. DBS&A provides regular training to all of our project managers on use of specialized project management tools and in-house project management processes.

During all phases of a project, we monitor our progress with the assistance of the Deltek project management system or other in-house project management software. Interactive scheduling software tools help us to avoid scheduling conflicts and to adjust schedules when needed, taking into account the impacts on other planned resources and subtasks. Identifying slippage in schedules early allows for incremental corrections to be made before issues become unmanageable.

Communication

The project manager is responsible for coordinating all design activities and ensuring constant and clear communications between staff engineers, subcontractors, and client contacts during all phases of work (i.e., from scope development through invoicing). We understand that utility project requirements can change based on agency priorities, public input, and other factors, requiring clear communications for successful completion. The proposed project manager, Jennifer Hill, has many years of experience managing large and diverse project teams for public sector clients, and will facilitate communication between all stakeholders as changes arise.

Quality Assurance

When we develop the Project Management Plan for a specific project, we identify the reviewer(s) for each discipline and assign a senior professional to do coordination review. Overall quality assurance for this contract will be the responsibility of the Principal-in-Charge.

DBS&A will prepare all technical documents with review and approval by appropriately licensed professionals, and engineering drawings and specifications will be sealed by a New Mexico registered professional engineer. As needed by a particular project, we can provide observation of construction contractors for activities at project sites. Full-time staff can be allocated to City projects, with both professional staff and technicians available on a day to day basis, at a project site for the duration of the project.

For the new Hopi Regional Water System, DBS&A provided planning and design services, bidding assistance, construction observation, and startup assistance.

Construction Inspection

DBS&A has substantial experience providing construction inspection and oversight services on behalf of our public-sector clients. Projects for which we have provided services from planning, through design, construction, and startup, include the Hopi Regional Water System Project, the Bureau of Indian Affairs Keams Canyon Water System Improvements, replacement Well E1 for LRGPWWA, and

supply wells for Slippery Rock Ranch and Hopi Hart Ranch. Other projects for which we provided on-site observation include the LANL Chromium Remediation Pipeline Project and the City of Rio Rancho Direct Injection Well. We also provided oversight services for the City of Las Cruces for construction of the Griggs-Walnut Superfund Site water treatment system.

Groundwater pump-and-treat system for the Griggs-Walnut Superfund Site

During these projects, DBS&A worked closely with the Owner's staff to provide cost-effective construction support; coordinated with staff to complete day-to-day inspections; reviewed pay applications, Requests for Information (RFIs), and contractor submittals; attended construction meetings; and provided Record Drawings.

In the last five years, DBS&A was the prime contractor for ten separate construction projects for NMED's Petroleum Storage Tank Bureau (PSTB). For these projects, we performed a variety of tasks in this role:

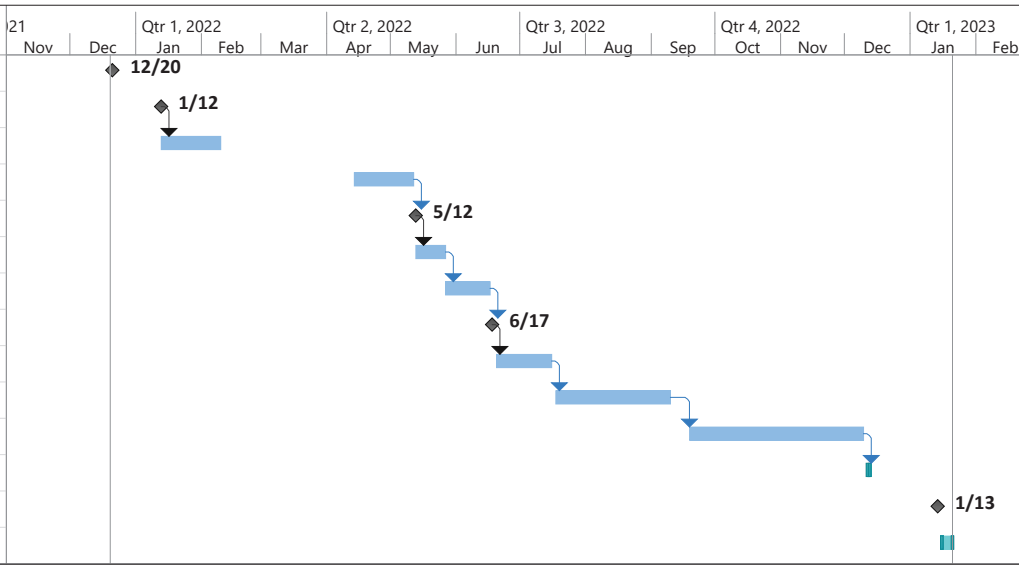
- Solicited bids from various contractors
- Evaluated bids and recommended contract awards
- Coordinated with subcontractors
- Reviewed pay applications
- Responded to contractor submittals and RFIs
- Ensured completed work complies with design documents
- Coordinated connection of utilities to new facilities
- Performed and reported results of compliance testing and sampling
- Managed startup/shakedown
- Operated and maintained remediation systems

We know that a solid design with the appropriate attention to detail results in the best bid prices—it is the uncertainties in design details that cause bidders to raise costs to cover unknowns. We also know, based on experience, that prompt, constant communication between Contractor, Owner, and Engineer is critical to keep projects on schedule and within budget and to minimize change orders.

Typical Project Schedule/Timeline

Shown below is a typical engineering project schedule completed by DBS&A.

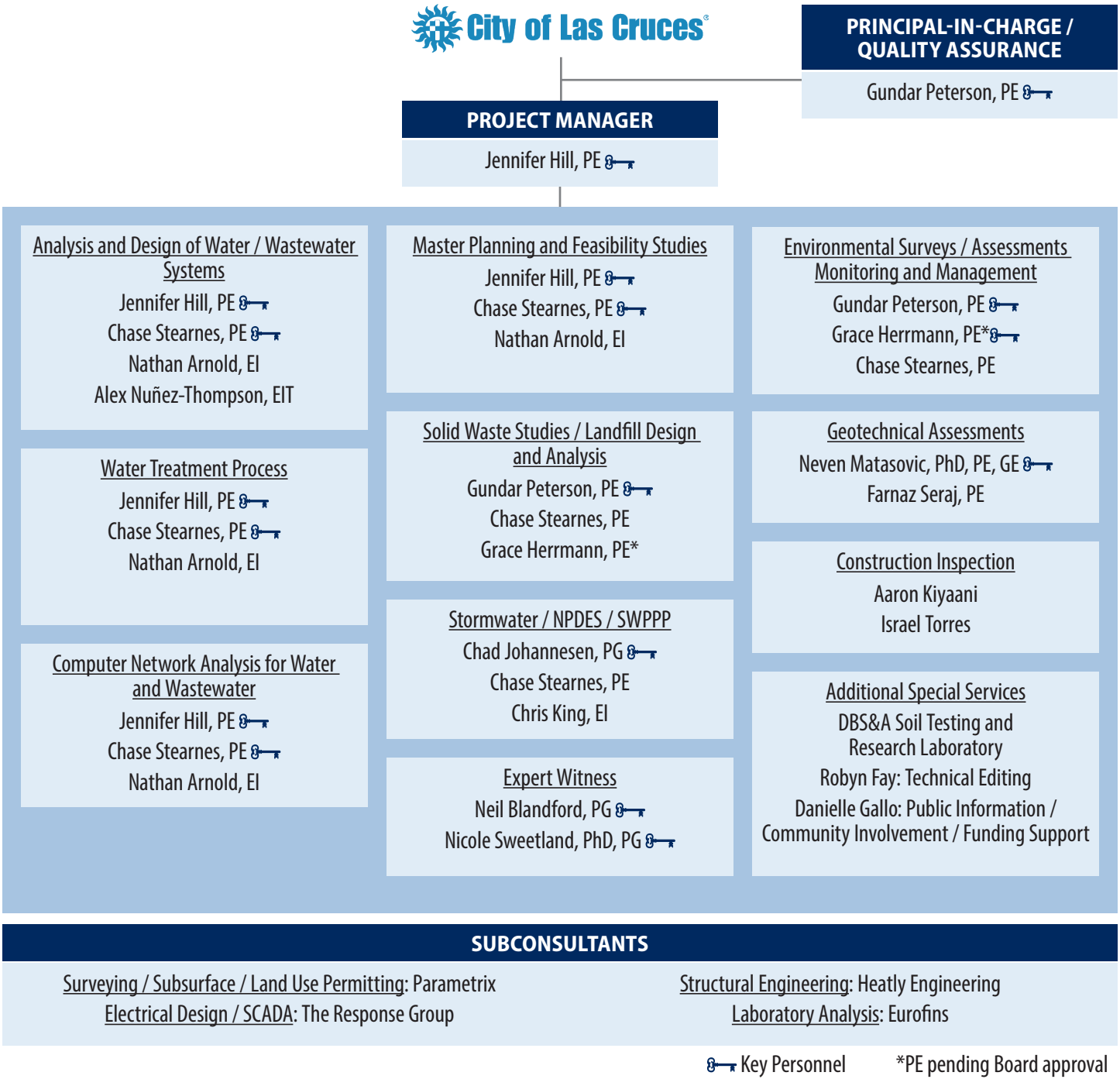
D	Task Name	Duration
1	Notice to Proceed	1 day
2	Site Visit	1 day
3	Technical Memorandum	4 wks
4	60% Design	4 wks
5	60% Submittal	1 day
6	Client/Agency Review	2 wks
7	Final Design	3 wks
8	Final Submittal	1 day
9	Contractor Quotes	1 mon
10	Procurement	2 mons
11	Construction	12 wks
12	Substantial Completion	1 day
13	Final Completion	1 day
14	Project Close-out	5 days



2. Qualifications/Competence

A. Key Personnel

As described in the RFP, the scope of services to be addressed under this contract includes a broad range of general engineering services to enable the City to assign any type of engineering services on an as-needed basis. Our proposed project team includes resources in many different engineering disciplines. However, we expect the City may have needs that at times are best served by specialized resources that we will draw on as needed. In this case, DBS&A will look to our relationships in the professional community to bring in outside expertise.



Bios of Key Personnel

Following are biosketches of key personnel for this contract.

Gundar Peterson, PE

Principal-in-Charge

Mr. Peterson is a principal engineer and DBS&A's New Mexico Operations Manager. He will serve as Principal-in-Charge, and as such will ensure that sufficient and appropriate resources are allocated to the City's projects. Mr. Peterson holds a BS in civil engineering and is a professional engineer licensed in New Mexico, Texas, Arizona, and several other states in the western U.S. He has 28 years of professional experience in the environmental industry, specializing in environmental assessment, investigation, and remediation at hazardous waste sites, landfill permitting and design, surface water runoff, and erosion protection. He served as DBS&A's Project Manager for the remedial design and remedial action at the Griggs-Walnut Groundwater Plume Superfund Site in Las Cruces. Additionally, he has experience in remedial design and cost estimating for large-scale excavation and remediation projects and has served as a project manager on a variety of projects for federal, state, and commercial clients.
Percent Time Assigned to Contract: 2%

Jennifer Hill, PE

Project Manager

Ms. Hill is a senior engineer who specializes in water and wastewater utility projects from planning through design and construction. She holds a BS in civil engineering from Florida International University and has 32 years of experience, including extensive project management experience. Her utility experience includes modeling, audits, asset management plans, master planning, design and construction. She has supported City projects including the water component of the Utilities Master Plan and design of the Well 64 Equipping and Pipeline, East Mesa Water Reclamation Facility Booster Pump Station and Spruce Tank Booster Pump Station.
Percent Time Assigned to Contract: 20%

Nicole Sweetland, PhD, PG

Expert Services

Dr. Sweetland has 30 years of experience and specializes in hydrogeology, environmental forensics, and contaminant fate and transport. She provides expert and confidential consulting support on projects involving evaluation of soil and groundwater impacted by chlorinated solvents, petroleum hydrocarbons, and emerging contaminants. She worked on behalf of the City of Las Cruces during the Griggs and Walnut Ground Water Plume Superfund site feasibility study. She also supported the City in developing strategies to respond to the EPA's Unilateral Administrative Order.
Percent Time Assigned to Contract: 2%

Chad Johannesen, PG

Stormwater Regulatory Compliance

Mr. Johannesen has 19 years of experience in stormwater quality permit compliance; soil, surface water, and groundwater sampling; and operation and maintenance (O&M) of field instrumentation including physical measurements of precipitation, surface water, and groundwater. He has also performed well drilling and installation oversight; pump test analysis; soil, soil gas, surface water, and groundwater sampling; O&M of remedial pumping systems; and investigation-derived waste management.
Percent Time Assigned to Contract: 10%

T. Neil Blandford, PG

Expert Services

Mr. Blandford specializes in water supply investigations and water rights analysis, numerical modeling of groundwater flow and contaminant transport, groundwater planning, computation of the effects of groundwater pumping on surface water, hydrogeologic evaluations, wellhead protection area delineation and source water determination, well field design, and expert testimony in water rights cases.
Percent Time Assigned to Contract: 2%

Chase Stearnes, PE
Engineering

Mr. Stearnes is a registered PE whose experience includes regulatory compliance for public water systems and remediation sites, analysis and report writing, preparation of design plans and specifications, remediation system O&M, and water quality monitoring. He has assisted with annual reporting for the Griggs-Walnut Groundwater Plume Superfund Remediation project. He has supported water system improvements for the LRGPWWA and a preliminary engineering report for the City of Deming's water system. A Certified Water Supply Operator, Level 3, he coordinates drinking water operations and regulatory compliance for 12 public water systems in New Mexico and Arizona.
Percent Time Assigned to Contract: 30%

Nathan Arnold, EI
Engineering

Mr. Arnold is a registered engineering intern in civil engineering with a background in water resources, including water and wastewater system improvements, hydraulic modeling, and infrastructure design. He has experience in developing engineering estimates of probable construction costs, preliminary engineering reports, asset management plans, and construction documents. Mr. Arnold utilizes various programs for modeling and design, including Water CAD, InfoWater, InfoSewer, GIS technology, and AutoCAD Civil 3D.
Percent Time Assigned to Contract: 30%

Grace Herrmann, PE*
Engineering

Ms. Herrmann is an engineer who supports a wide variety of projects, including remediation, environmental compliance, safety engineering related to hazardous waste, water conservation, and solid waste. She currently co-manages and executes the annual reporting for the Griggs and Walnut Ground Water Plume Superfund site under the current On-Call Environmental Engineering Services contract.

*PE, pending Board approval

Ms. Herrmann's experience includes field coordination and monitoring of remedial systems, writing work plans for asbestos sampling and abatement projects, and assisting with design and permitting of municipal landfills. She also provides project management and construction observation services. Ms. Herrmann's background includes New York State Department of Health asbestos contractor/supervisor training and refreshers annually.
Percent Time Assigned to Contract: 10%

Christopher King, EI
Engineering

Mr. King is a registered engineering intern supporting a variety of projects, including municipal water and wastewater projects, landfill permitting and design, and stormwater management. His project experience ranges from design to construction observation and system operation. He specializes in engineering tools such as AutoCAD (including Civil 3D), EPANET, and HEC-RAS. He also has experience in the design and construction observation of stormwater infrastructure, having worked extensively on the Valencia Regional Landfill Stormwater Improvements Project.
Percent Time Assigned to Contract: 20%

Neven Matasovic, PhD, PE, GE
Geotechnical Engineering

Dr. Matasovic has over 35 years of experience with engineering design, analysis, permitting, and construction-related projects, including 30 years of experience with Brownfield investigations and landfills. His expertise includes direction of a wide range of site exploration and laboratory testing programs, interpretation of in-situ and laboratory testing results, waste settlement analyses, steady-state seepage analyses, and two- and three-dimensional slope stability assessments conducted in support of site closure and landfill liner and cover design in areas of high seismicity. He is a co-author of the EPA seismic design guidance for municipal solid waste landfills, the 11th Peck Lecture Paper: Pre-Design Geotechnical Investigation for the Operating Industries, Inc., Landfill Superfund site.
Percent Time Assigned to Contract: 2%

B. Principal Responsible for Administration

Gundar Peterson, PE
6020 Academy NE, Suite 100
Albuquerque, New Mexico 87109
(505) 263-2978
Registered PE No. 16038, New Mexico

List of Subcontractors

Parametrix

9600 San Mateo Boulevard NE
Albuquerque, New Mexico 87113
(505) 821-4700
Area of Responsibility: Surveying
Qualifications: Provides survey services throughout New Mexico.

Heatly Engineering

120 Vassar Dr SE, Suite 200
Albuquerque, NM 87106
(505) 705-1355
Area of Responsibility: Structural Engineering
Qualifications: Scott Heatly has over 30 years of experience in structural engineering and construction.

The Response Group

6705 Academy Road NE, Ste B
Albuquerque, NM 87109
(505) 323-7629
Area of Responsibility: Electrical Engineering
Qualifications: Provides electrical engineering and instrumentation and control design. DBS&A and TRG have worked together on many projects over the past 20 years.

Eurofins (formerly Hall Environmental Analysis Laboratory)

4901 Hawkins Street NE
Albuquerque, New Mexico 87109
(505) 345-3975
Area of Responsibility: Analytical/Laboratory
Qualifications: Certified by the National Environmental Laboratory Accreditation Program and the NMED. Has provided DBS&A with outstanding service and high-quality laboratory analysis for more than 10 years. Currently a subcontractor to the NMDOT providing laboratory services.

C. DBS&A Office Locations for this Contract

Albuquerque Office

6020 Academy Road NE, Suite 100,
Albuquerque, New Mexico 87109
Percentage of Work by this Office: >98%

Santa Barbara Office

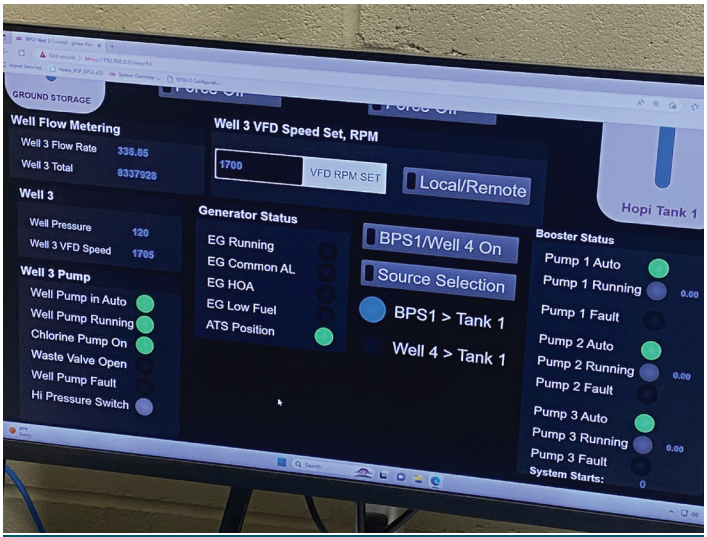
3916 State Street, Suite 1A
Santa Barbara, California 93105
Percentage of Work by this Office: <1%

Costa Mesa Office

3150 Bristol Street, Suite 210
Costa Mesa, California 92626
Percentage of Work by this Office: <1%

D. Professional Responsible for Work

Jennifer Hill, PE
6020 Academy NE, Suite 100
Albuquerque, New Mexico 87109
(505) 688-4201
Registered PE No. 19055, New Mexico



For the new Hopi Regional Water System, DBS&A worked with The Response Group who provided electrical and controls design, including SCADA.

3. Performance of the Firm

For nearly 40 years, DBS&A has performed engineering services for New Mexico communities to help them address water and wastewater supply development, treatment, and conveyance. DBS&A's Albuquerque headquarters is our largest office and includes a soils testing laboratory, which performs analyses of the hydraulic properties of soils in addition to standard geotechnical testing. Whether routine or complex, our solutions to engineering problems have consistently met or exceeded client goals and regulatory requirements. DBS&A has successfully completed multiple projects encompassing the wide range of services that may be needed by the City.

Similar Contracts

The following projects showcase our experience relevant to the scope of this RFP. All work was performed within budget, on schedule, and of quality to the satisfaction of the client. References are included with each project profile.

Albuquerque Bernalillo County Water Utility Authority On-Call

Albuquerque, New Mexico

DBS&A holds an on-call contract for Water and Wastewater Plant work for the Albuquerque Bernalillo County Water Utility Authority. Under this contract we updated record drawings for their Station 70 ferric chloride dosing station, which had been modified several times over the years without a comprehensive set of record drawings. We also provided construction services for the Large Scale Recharge project at the San Juan Chama Drinking Water Plant. Our portion of design of this project included one deep injection well and one shallower vadose zone well designed to recharge river water during low-demand times of the year for recovery in the future.

Contact: Diane Agnew, Water Rights Program Manager, ABCWUA; (505) 289-3008

On-Call Engineering Services for New Mexico State Parks

Statewide, New Mexico

The Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) needed engineering assistance for evaluation and design of water and wastewater systems serving the 35 state parks, including campgrounds.

One task order was for a feasibility study on composting toilets (CT). The CT study included a review of the various types of composting toilets; a survey of usage in the parks of neighboring states; recommendations for site built or manufacturer-built units; design criteria, plans, and specifications; development of an O&M manual; comparison of O&M costs for existing vault toilets versus CT use; and recommendations for waste disposal.

At the Pine Campground at Navajo Lake State Park, DBS&A prepared plans and specifications for upgrades to two lift stations and associated piping. The project also included permitting applications and reports for approval by the NMED, engineer's opinion of probable construction costs, and estimation of costs for construction management.

At Pancho Villa State Park in the Village of Columbus, DBS&A evaluated alternatives to collapsed and leaking septic tanks. The existing deteriorated systems prompted closure of comfort stations and the dump station. DBS&A examined alternatives for improvements, comparing replacement of septic and holding tanks to connection to the Village sewer system, on-site wastewater disposal with constructed wetlands for wastewater polishing and recreational

opportunities, and a new comprehensive wastewater collection system with off-site conveyance of wastewater. DBS&A is now providing design of the centralized wastewater collection system, abandonment of on-site disposal systems, and a lift station to pump wastewater to the Village sewer system. We will provide construction phase, and post-construction services.

Pancho Villa State Park

At the Cottonwood Campground at Navajo Lake State Park, DBS&A performed a hydrogeologic study, a geotechnical investigation, and design for a new surface water treatment system. We are preparing bid documents including plans and specifications and will assist with bidding services, permitting assistance, and construction management.

Septic tank systems at Villanueva State Park, City of Rocks and Bottomless Lake State Park needed evaluation and probable replacement. At Villanueva State Park, the system had been affected by roots from nearby cottonwood trees. At Bottomless Lakes State Park, leaks resulted in unpleasant odors to nearby residents, and a disposal field was suspected as being inadequate. In addition, septic tanks at the City of Rocks Visitor Center showed signs of sulfide corrosion. DBS&A conducted site visits, prepared evaluation reports and will provide final design of replacement systems, including permit applications to NMED's Liquid Waste Bureau.

Contact: Randolph Bayliss, Project Manager, EMNRD State Parks Division; (505) 670-0544

Hazardous Material Investigation Services On-Call

Statewide, New Mexico

DBS&A has supported the NMDOT for more than a decade, including an on-call contract for Hazardous Materials Investigation services throughout New Mexico. Services include Initial Site Assessments (ISAs), Preliminary Site Investigations (PSIs) and Detailed Site Investigations (DSIs), leaded paint and asbestos-containing building material (LP/ACBM) surveys and other related work required by the contract. Many of these services include passive and active soil gas surveys for the presence of volatile organic compounds, X-ray fluorescence (XRF) to determine the concentration of various metals within soil matrix samples, geoprobes to delineate soil and groundwater contamination, and the use of larger drilling rigs for the advancement of soil borings and installation of groundwater monitor wells. During oversight of asbestos abatement, ambient air monitoring is performed in compliance with Asbestos Hazard Emergency Response Act (AHERA) 40 CFR 763.90, in adjacent areas to determine effectiveness of environmental controls.

Representative projects include:

- ISA for three roadway corridors (NM 460, NM 478, and Elm Street) in Anthony
- DSI for US 64/US 550 Reconstruction Project in Bloomfield
- ISA and PSI for the Coors Boulevard Corridor Project in Albuquerque
- ISA for Paseo de Oñate Corridor in Española
- ISA for NM 14 (Cerrillos Road) Corridor in Santa Fe
- PSI and DSI for NM 68 in Taos
- Preliminary Initial Site Assessment for the I-40/McCarty's Interchange in Cibola County
- ISA, and Phase I and II ESA for the I-40/Coors Road Interchange in Albuquerque
- PSI for NM Highway 63 in Pecos
- Phase I ESA at the intersection with US 70 and US 285 and Oscura Road in Roswell

Contact: Larry Kemp, Project Manager, NMDOT; (505) 222-9565

Cost Proposal

As requested, costs have been included in a separate file. For this contract, the markup on subcontractors and supplies is set at 10 percent. This markup covers the administrative costs and potential liability associated with subcontracting work.

Conclusion

DBS&A values our relationship with the City of Las Cruces and looks forward to continuing to support the City on a variety of projects from planning and analysis, through design and construction. Our capabilities in science and engineering, with a firm base in hydrogeology and a proven reputation in regulatory compliance, provide a unique set of skills that will benefit the City.

Under contract with Lea County, DBS&A designed a 40,000-gallon storage tank to provide additional water storage for the Mescalero Ridge Water Cooperative which serves Maljamar, New Mexico.

APPENDIX - REQUIRED FORMS

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Daniel B. Stephens & Associates, Inc.

6020 Academy NE, Suite 100

Albuquerque, NM 87109

Authorized Signature

Gundar Peterson, PE
Typed or Printed Name

Vice President
Title

gpeterson@geo-logic.com
Email Address

Telephone number 505-822-9400 Fax number 505-822-8877

NM Tax & Revenue Dept. CRS # 02-043602-00-5

Current NM Secretary of State Business ID # 1302736 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 95-4313020 (parent company GeoLogic Associates) (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **DANIEL B STEPHENS & ASSOCIATES, INC.**

DBA: **DANIEL B STEPHENS & ASSOCIATES, INC.**
6020 ACADEMY RD NE STE 100
ALBUQUERQUE, NM 87109-3315

Expires: **11-Mar-2024**

Certificate Number:

L1772057008

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Daniel B. Stephens & Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

DANIEL B. STEPHENS & ASSOCIATES, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "D"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and HDR Engineering, Inc., of 1917 S 67th St, Omaha, NE, 68106, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	HDR Engineering, Inc. 1917 S 67th St Omaha, NE and 68106 ATTENTION: Peter Brakenhoff

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

HDR ENGINEERING, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:
1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.

c. A statement of the billing procedures including minimum billing units, if any.
d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

Cost Proposal - Attachment C

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm HDR Engineering, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 325.00
2	Project Engineer/Project Manager	$ 305.00
3	Senior Engineer	$ 302.00
4	Design Engineer	$ 206.00
5	Engineer Intern	$ 140.00
6	Engineering Technician	$ 110.00
7	Drafting Technician	$ 121.00
8	Survey Crew**	$ Case by Case Basis
9	Construction Inspector/Observer	$ 223.00
10	Administrative/Clerical	$ 150.00
11	Field Testing and Investigations	$ Case by Case Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15
16	Color Copies (per copy)	$ 0.75
17	Prints 24x36 (per sheet)	$ 2.00
18	Mylars 24x36 (per sheet)	$ 12.00
19	Photo Quality Plots (per plot)	$ 2.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Rate Schedule Assumptions & Clarifications

HDR provides the following assumptions and clarifications of our cost rate schedule:

1. Rates are subject to annual increase.
2. Rates do not include New Mexico Gross Receipts Tax.
3. Direct expenses to be invoiced at cost.
4. Sub-consultant fees to be determined on a task order basis and will be invoiced at cost plus 10% mark-up.

February 27
2024

Request for Proposal

General Engineering Services Technical Proposal

City of Las Cruces RFP No. 23-24-051

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
HDR Engineering, Inc.

2155 Louisiana Blvd. NE, Suite 3000

Albuquerque, NM 87110

Authorized Signature
Peter Brakenhoff, PE
Typed or Printed Name
Vice President / Area Transportation Business Group Manager
Title
Peter.Brakenhoff@hdrinc.com
Email Address

Telephone number 505.830.5400 Fax number N/A

NM Tax & Revenue Dept. CRS # 02-154898006

Current NM Secretary of State Business ID # 1283654 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 47-0680568 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Evaluation Criteria No. 1 - Technical Approach

Since 1917, HDR Engineering, Inc. (HDR) has been delivering professional engineering services to clients around the globe, adding value to local communities, pushing boundaries, and uncovering new possibilities. We bring to the City of Las Cruces (the City) a full service team to support your program. HDR's team brings proven task order management processes to support the City to keep your program on schedule and budget. Our team provides a deep bench of experts who can deliver multiple tasks simultaneously and at every stage of the project life cycle. Additionally, as necessary/directed, HDR can support the City with additional services beyond those identified. It is our intent to support your task orders out of our Albuquerque office supplemented by professional resources in the region.

HDR fundamentally believes that quick response and task order turnaround are essential for on-call task orders. Our ability to swiftly execute these tasks is underpinned by:

- Extensive in-house engineering service capabilities, reducing negotiation, startup, and external coordination time.
- A history of successfully collaborating with clients and associated stakeholders for successful project delivery.
- Comprehensive knowledge of all local, state, and federal regulations and standards relevant to professional design and construction services.
- An experienced team prioritizing high-quality, on-call deliverables with quick turnaround times.
- Familiarity with Las Cruces, as our Task Order Manager and various Team Members are from the area and/or attended New Mexico State University.
- In-house constructibility review and construction inspection/administration services.

HDR has been serving the New Mexico area successfully since 1985 providing engineering services that include the experience and disciplines identified in the Scope of Services outlined in the Request for Proposal (RFP). HDR offers a wide range of engineering services for multifaceted projects, including public utilities, transportation facilities, storm drains, parks, athletic fields, and building structures.

FOUNDED in 1917, HDR has

12,500+
Employees Worldwide

250+
Offices Globally

2023 ENR Top 500 Design Firms Rankings

No. 6 Top 20 in Design Firms
No. 5 Top 20 in Transportation
No. 5 Top 20 in Water
No. 6 Southwest Top Design Firms

Our in-house services, as requested in the RFP, include:

- Master Planning
- Structural design of buildings, retaining walls, etc.
- Roadway, transportation, and parking lot design
- Site development (drainage and grading design)
- Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
- Computer network analysis for gas (GasWork), water (InfoWater), and wastewater (InfoSewer), with software updated for compatibility with the City.
- Supervisory Control and Data Acquisition (SCADA) design
- Mechanical design, gas system design, plumbing, and HVAC design
- Water, wastewater, and natural gas utility system design and analysis
- Traffic impact studies and transportation modeling studies
- Photometrics/street lighting design
- Drainage studies, including FEMA flood studies
- Storm drainage
- Solid waste studies, landfill system design and analysis
- Environmental surveys, assessments, monitoring, and management
- Geotechnical assessments
- Expert witness services in judicial and quasi-judicial settings
- Project management
- Construction inspection

How HDR Will Perform the Services

HDR's team offers the City knowledge and experience to deliver high-quality services and deliverables through this on-call contract. Our technical team's practical expertise and competence will produce design solutions to meet the individual goals of each task order under this contract. Our experience on a variety of multifaceted, infrastructure projects allows us to develop a detailed approach to any given task. In addition, we use the following guidelines as a foundation when developing a task-specific approach:

- Develop innovative and cost-effective solutions that enhance project benefits
- Develop flexible and realistic solutions that can be staged to best utilize available funding resources
- Provide a responsive, motivated, and experienced team of professionals that will perform individual tasks in a timely manner

On-call tasks typically have condensed budgets and expedited schedules. We can accommodate these challenges because we have developed a work plan that is structured to utilize our staff and resources to achieve a responsive and professional result for you. We are dedicated to meeting your expectations while maintaining

the schedule and budget of your projects. Valuable knowledge has been gained through previous and current on-call tasks with state and local agencies that required similar services. We have taken great care in developing an efficient management approach for this contract. Our approach provides:

- A primary point of contact, **Peter Brakenhoff, PE** will be accountable and focused on technical competence, cost, and schedule control.
- Our **Task Order Manager, Paul Molina, PE** will be responsible for managing all task orders and organizing the best team to meet the City's needs.
- Senior professionals independently responsible for quality control (immediately available to provide input and technical review for each required discipline).
- A flexible organizational work plan that can be refined and optimized based on actual contract requirements and task assignments
- Constant and continuous communication, and collaboration with the City's staff

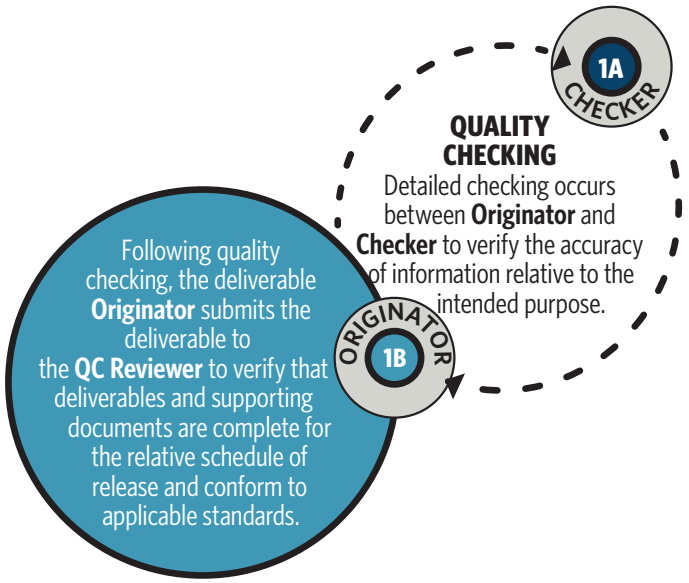
Our work plan facilitates the project task order process for typical assignments, which has been structured to best utilize our staff and company resources, and maintains HDR's responsiveness for successful results.

Integrated Quality Approach. Our goal is to set the industry benchmark for excellence by staying true to our purpose and exercising discipline in the services we provide to our clients. It is our policy to consistently provide professional services that satisfy statutory, regulatory, and technical requirements, and that meet or exceed your expectations. To achieve quality in our work, we have developed a QMS based on the fundamental principles and guidelines set forth by the ISO 9001:2015 series of international standards for quality management.

Integrated QMS Produces High-Level Results. Through an integrated QMS approach to quality, we focus on the stability and efficiency of feedback loops, and evaluate mechanisms to make sure our internal processes are meeting our business and client needs. **HDR has a strong history of providing quality services in the delivery of general engineering contracts.** This is the result of understanding your standards and expectations, having consistent approaches and procedures on all of our projects, and taking pride in what we do. We recognize that adherence to schedule and budget for tasks is key to delivering this contract successfully. We have designated multiple key technical experts that will be called upon to provide extensive quality reviews, enabling us to consistently meet our schedules and budgets.

HDR team members will work closely with **Paul Molina, PE,** to develop quality plans tailored to each separate task, facilitate proper coordination among team members, and oversee the accuracy and quality of deliverables. We will build our schedules with the City's expectations and quality in mind. Additionally, each quality lead will follow our internal QMS manual. They will be dedicated to checking for accuracy and verifying that deliverables meet your terms.

QC Review Process



Major Tasks to be Accomplished

For more than a century, HDR has partnered with clients to shape communities and push the boundaries of what is possible. Our engineering, architecture, environmental, and construction services bring an impressive breadth of knowledge to every project. Our optimistic approach to finding innovative solutions defined our past and drives our future.

Our Albuquerque office has been serving New Mexico municipalities, counties, and state agencies since 1985. It is our intent to complete all design work for the various tasks from our Albuquerque office. The HDR team has regional and national resources that can be leveraged to address any unforeseen conditions.

HDR has completed many infrastructure projects throughout the State of New Mexico. Our recent experience completing projects (see list below) for state agencies, counties and municipalities, gives the HDR team a unique perspective for your general engineering service needs.

- On-Call Contracts: NMDOT Engineering Highway Safety Improvements, Traffic Engineering, Drainage Engineering, Staff Augmentation, Statewide General Engineering (State and Federal Funding), Bridge/Structural Inspection, and Bridge Design Services
- On-Call Contracts: City of Rio Communities
- I-10/University Ave. & Main Street Bridge Rehabilitation, Las Cruces
- I-25 Lemitar Interchange Project, Las Cruces
- I-25 Missouri Ave Reconstruction Project, Las Cruces
- NM 264 Phase A/B Study and Final Design
- NM 4 Corridor Study and Final Design, Pueblo of Jemez
- I-40/Manuelito Canyon near Gallup
- NM 371, I-40 to US 64 (Thoreau to Farmington)
- I-25 Widening from Jefferson to San Antonio, Albuquerque
- US 60/84, Reconstruction Projec in Clovis
- I-10/I-25 Interchange Reconstruction Project, Las Cruces
- I-10 Corridor Study, Preliminary & Final Design (I-10/I-25 to Texas)
- City of Rio Communities, Streetlight Safety Plan
- NM 84/285 (Bridge Engineering and Traffic Signals and Lighting)
- US 64/SR 504 Shiprock Road Safety Audit
- Rio Grande Gorge Parking Lot and Suicide Deterrent System Study
- NM39 Harding, Environmental Services
- NM 102 Roadway and Bridge Reconstruction Project

Detailed Statement of Services Provided Under Each Task

HDR is a multidisciplinary Architectural and Engineering firm with extensive resources and capability to complete any type of project and full-service capability with transportation, drainage, utility, and facilities disciplines and on-call experience. The City will benefit from HDR's proven track record of responding quickly and effectively with innovative and creative solutions to any type of engineering need while staying on schedule and within budget. We have organized a project team with unmatched expertise to provide the City with innovative, technically feasible, cost-effective, and practical solutions to all the professional services listed in the RFP project descriptions. We will leverage our planning, design, and construction experience to work collaboratively with the City and deliver the projects with efficiency and consistency, ultimately resulting in time and cost savings.

Scope of Services:

Master Planning

HDR is dedicated to providing comprehensive master planning services to the City, aimed at fostering sustainable growth in line with the City's goals. Led by **Paul Molina, PE,** our approach includes extensive data collection and analysis on land use, infrastructure, demographics, and environmental factors. We conduct visioning workshops with city officials and stakeholders to establish a clear vision and achievable goals. Our team develops a balanced land use plan, proposes infrastructure and transportation improvements, and integrates sustainable planning principles for climate resilience. A detailed implementation plan will outline steps for realization, including phasing, funding, and governance. We ensure community engagement for transparency and consensus-building. With extensive experience in master planning for municipalities across New Mexico and the country, our multidisciplinary team is skilled at navigating complex planning challenges and tailoring our approach to each community's unique needs.

Bernalillo County Bridge Blvd. Corridor Design Workshop/ Charrette and Steering Committee

Structural design of buildings, retaining walls, etc.

HDR provides top-notch structural design services for bridges, buildings, retaining walls, and other structures in the City, verifying safety, durability, and compliance with relevant codes and standards. Led by **Danton Bean, PE**, and **Chad Zimmerman, PE**, our team has a proven track record in delivering innovative and cost-effective solutions for a diverse range of projects. Our expertise extends to various materials and structural systems, covering bridge design and foundations, bridge inspection and rating, rehabilitation, bridge scour analysis, concrete segmental bridges, curved girder bridges, historic renovation, long-span girder, arch, truss, and cable-stayed bridges, movable bridges, pedestrian bridges, railroad structures, seismic retrofit, short-span bridges, specialty wall systems, steel and concrete box girder bridges, tunnels, structural analysis and design, seismic and wind design, foundation design, and retaining wall design. HDR's commitment to excellence ensures that each project meets the highest standards of safety and functionality.

NMDOT Bridge Design: I-25/Missouri Avenue, Las Cruces, NM

Roadway, transportation, and parking lot design

Led by **Paul Molina, PE,** HDR provides comprehensive design services for roadways, transportation infrastructure, and parking lots for the City, focusing on safety, efficiency, and sustainability. Our skilled team has extensive experience in enhancing community mobility and safety, developing new roadway designs, and improving existing ones to meet local and national standards. We design transportation infrastructure, including intersections and roundabouts, to improve traffic flow and safety, and create efficient, accessible parking lot layouts with ADA compliance. Our expertise extends to pedestrian and bicycle facilities, promoting alternative transportation modes and ensuring ADA compliance. We conduct traffic impact studies, integrate stormwater management solutions, and design signage and pavement markings, including ADA-compliant features for bike lanes. HDR collaborates with city

officials, utility companies, and stakeholders to ensure coordinated and integrated designs, demonstrating our commitment to improving the City's transportation infrastructure.

Bernalillo County Bridge Blvd. Phase I - Corridor Reconstruction

Site Development (drainage & grading design)

HDR provides comprehensive site development services for the City, focusing on drainage and grading design for effective water management and site optimization. Led by **Dan Pfeifer, PE,** our grading design services consider site constraints, intended use, and environmental impact to shape the land for optimal use. We design drainage systems, including storm sewers and detention/retention basins, to manage stormwater runoff, prevent flooding, and protect water quality. Our team utilizes advanced 3D software for hydrologic and hydraulic modeling, ensuring accurate drainage system design. We develop erosion and sediment control plans to minimize construction impact and comply with regulatory requirements. HDR coordinates with utility providers for integrated site development and assists in obtaining necessary permits, ensuring compliance with local, state, and federal regulations related to grading and drainage.

Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) Calle Baack Road and Drainage Improvements

Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)

Led by **Oscar Junguitud, PE**, HDR's electrical engineering team has extensive experience in a wide range of water/wastewater utility and infrastructure projects, including groundwater wells, booster pump stations, lift stations, and treatment facilities. Our engineers add value to various building types, from academic campuses to mission-critical facilities, with their expertise in electrical system design. We provide reliable designs for power distribution, standby power, and Uninterrupted Power Systems (UPS), and conduct short circuit analysis, coordination studies, and arc flash calculations using the latest software. HDR's electrical design staff also excel in sustainable design, incorporating emerging technologies like photovoltaics and LED lighting to exceed minimum energy codes.

Computer network analyses for water, wastewater, and gas systems;

HDR maintains technical proficiency in virtually all widely used computer models for water and wastewater systems, including InfoWater, H2ONet, H2OMap, WaterCAD, WaterGEMS, SewerGEMS, HYDRA, InfoSWMM, InfoWorks, MikeUrban, XP-SWMM, and many others. As a policy, we do not have a proprietary interest in any model, preferring to use the tools that our clients prefer. HDR also uses state-of-the-art GIS tools and analysis to support hydraulic modeling and master planning efforts, ensuring accurate results. Our approach allows us to provide comprehensive and unbiased modeling expertise to our clients, ensuring that we deliver the most effective solutions for their specific needs.

HDR offers a range of network analysis and 3D Visualizations capabilities. HDR provided 3D visualizations of improvements using InfraWorks for the I-25 Montgomery Interchange that were key to public outreach materials.

Supervisory Control and Data Acquisition (SCADA) design

Led by **Karthik Chandrasekaran, PE,** our team has experience in planning and designing modern SCADA and process control systems (PCS), leveraging current and emerging technology to optimize operations and promote secure data sharing and management. With a diverse background in SCADA, master planning, design,

construction, and system integration, we bring a unique perspective to all project phases, enabling proactive recognition of challenges and solutions to mitigate risks. Advances in technology and evolving business needs necessitate continuous upgrades of control systems. HDR ensures detailed planning and seamless implementation to support your operational and maintenance needs, keeping your systems up-to-date and functioning optimally.

Central Wyoming Regional Water System
SCADA System Upgrade at Water Treatment Plant

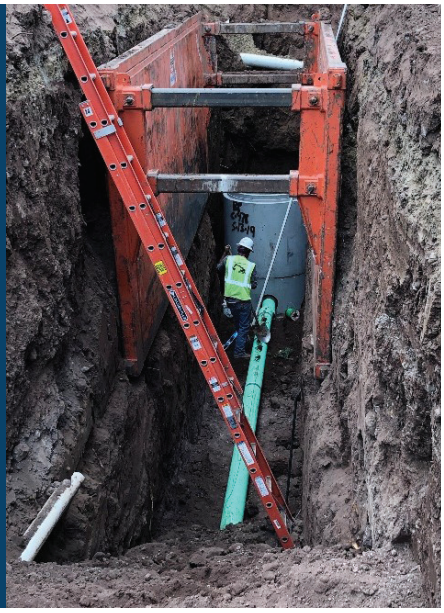
Mechanical design, gas system design, plumbing and HVAC design

HDR provides comprehensive mechanical design services for the City, focusing on gas system design, plumbing, and HVAC systems to ensure safety, efficiency, and comfort. Led by **Gabe Alvarado, PE,** our team designs safe and efficient gas distribution systems, considering compliance with safety codes and standards. We develop plumbing systems with a focus on water conservation, energy efficiency, and ease of maintenance. Our HVAC designs aim to maintain indoor air quality and thermal comfort, involving load calculations and equipment selection. We prioritize energy efficiency and sustainability in all mechanical systems to reduce energy consumption and environmental impact. Our team collaborates with architects and engineers to ensure integrated design solutions, and we ensure compliance with local, state, and federal codes, as well as industry standards for safety and performance.

Water, wastewater, and natural gas utility system design and analysis

HDR's local Albuquerque office has a proven track record in water, wastewater, and reclaimed water infrastructure projects throughout New Mexico, with project elements similar to those in this on-call contract, such as water storage, conveyance, and pumping. Our recent experience in utilities and infrastructure projects provides a unique perspective for this contract. Led by **Wade Chacon, PE,** HDR boasts unmatched expertise in water treatment plant (WTP) engineering, covering paper studies, bench-scale research, pilot testing programs, facility evaluation, and final design. Our engineers have successfully designed greenfield plants and completed rehabilitation or upgrades of existing WTP facilities. With numerous water treatment projects completed in New Mexico and nationwide, HDR is well-equipped to deliver high-quality solutions for water infrastructure challenges.

HDR, in coordination with The Village of Angel Fire, provided, drainage design and construction plans for over three miles of roadway in challenging terrain. HDR's team of experts was able to develop cross culverts, storm drain network and erosion projection elements that met the challenge of conveying storm water without adversely impacting local residents or businesses.



Traffic Impact Studies and Transportation Modeling Studies

Led by **Sanjay Paul, PE, PTOE,** HDR provides comprehensive services for Traffic Impact Studies and Transportation Modeling Studies for the City, focusing on assessing the impacts of proposed developments on the transportation network and modeling future traffic scenarios. Our services include conducting Traffic Impact Studies to evaluate the effects of proposed developments, analyzing existing traffic conditions, forecasting future traffic volumes, and assessing additional traffic impacts. We also develop Transportation Modeling Studies to simulate current and future traffic conditions, considering changes in land use, transportation infrastructure, and traffic management strategies. Our team collects and analyzes traffic data for study calibration, assesses the level of service at intersections and roadways to identify potential congestion issues, and evaluates the effectiveness of proposed improvements. HDR

identifies and recommends mitigation measures to address traffic impacts and prepares comprehensive reports documenting the methodology, findings, and recommendations of the studies.

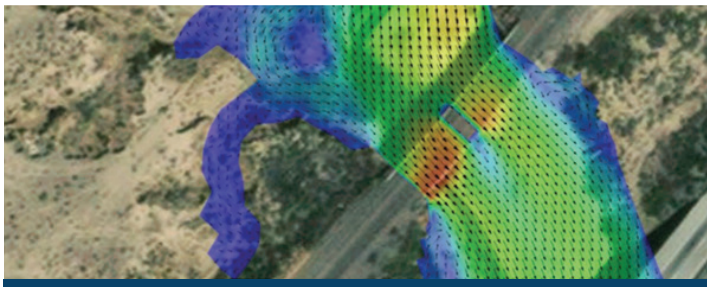
Photometrics/street lighting design

HDR provides comprehensive photometric and street lighting design services for the City, focusing on enhancing visibility, safety, and aesthetics in public spaces while ensuring energy efficiency and environmental sustainability. Led by **Sanjay Paul, PE, PTOE,** our services include developing lighting designs for streets, parks, and public spaces, considering factors such as illumination levels, uniformity, glare control, and light trespass. We conduct photometric analysis to model lighting performance, including light distribution patterns, intensity, and coverage areas. HDR recommends energy-efficient lighting fixtures and controls, such as LED technology and adaptive lighting systems, to reduce energy consumption and costs. Our designs comply with local, state, and national lighting standards and guidelines, including those related to public safety, dark sky initiatives, and environmental impact. Additionally, we coordinate with landscape architects and urban planners to integrate lighting into the overall street scape and landscape design, enhancing aesthetic appeal and functionality.

Bernalillo County Tower Road, Albuquerque NM, ADA compliant pocket-park design with landscaping and decorative lighting.

Drainage Studies, including FEMA Flood Studies

Led by **Dan Pfeifer, PE,** HDR has extensive experience in comprehensive drainage studies, focusing on assessing and mitigating flood risks, improving stormwater management, and ensuring compliance with FEMA floodplain regulations. Our services include conducting hydrologic analysis to determine the volume and rate of surface runoff, developing hydraulic models to assess the drainage system's capacity, and utilizing advanced GIS and modeling tools to create accurate floodplain maps. We conduct FEMA flood studies to support the development or revision of Flood Insurance Rate Maps (FIRMs) and design stormwater management facilities to reduce peak flows, improve water quality, and enhance resilience to flooding. HDR recommends flood mitigation strategies to protect property and infrastructure and ensures that all studies and designs comply with local, state, and federal regulations, including the National Flood Insurance Program (NFIP) and local stormwater management ordinances.



Hydraulic assessment of the velocity fields for bridge alternatives for the Puerco River bridges.

Storm Drainage

HDR is committed to providing comprehensive storm drainage design services for the City, focusing on effective stormwater management to prevent flooding, protect water quality, and enhance community resilience. Led by **Dan Pfeifer, PE,** our services include designing storm drainage systems, such as inlets, pipes, channels, and detention/retention facilities, to efficiently convey stormwater runoff and reduce flood risks. We perform hydrologic and hydraulic analysis using advanced modeling tools and techniques and incorporate best management practices (BMPs) and green infrastructure solutions, such as bioswales, rain gardens, and permeable pavements, to improve stormwater quality. We design erosion and sediment control measures to prevent soil erosion and protect waterways. Our team ensures compliance with local, state, and federal stormwater regulations, including NPDES permits and local stormwater management ordinances. Additionally, we assess and mitigate the impact of storm drainage systems on floodplains, ensuring alignment with FEMA guidelines and community floodplain management plans.

Solid waste studies, landfill system design and analysis

At HDR, we recognize that waste management is not a one-size-fits-all industry and that textbook solutions don't always work. We listen first and partner with you to tailor our solutions and project teams to your specific needs. Led by **Andrea Ramirez, PE,** our team will work with you to manage waste as a resource, taking a fresh approach to achieve your goals, whether it's developing a zero waste strategy or implementing robust resource recovery processes. Our Integrated Waste Management Services include planning, waste transfer and processing facilities, energy from waste and conversion technologies, organics management, landfill services, permitting, environmental remediation, strategic consulting, and public involvement. With HDR, you can be confident that your waste management goals will be met with innovative and sustainable solutions.

City of Tucson, AZ - Landfill

Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City

HDR is well-versed in the environmental requirements, procedures, and documentation necessary for the City's federally funded projects, ensuring compliance with NEPA regulations. Our expertise extends to permitting under Section 404 and 401 of the Clean Water Act, Endangered Species Act compliance, cultural resources documentation, and Section 4(f) of the Department of Transportation Act. **Audrey Unger, PMP,** with over 20 years of experience in transportation NEPA, will lead HDR's Environmental Investigations and Documentation. Currently responsible for quality control of all environmental documents on HDR's New Mexico projects, Audrey has a strong understanding of the City's requirements, ensuring that our environmental services are executed with precision and expertise.

The HDR Team also includes **Acme Environmental Inc.** to provide staff for the completion of environmental surveys and assessments related to indoor air quality, asbestos, mold and other hazardous materials.

Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City

HDR will work with our sub-consultant, **Terracon Consultants, Inc. (Terracon),** to address the City's geotechnical assessment needs. Terracon's geotechnical engineers specialize in developing comprehensive assessment and evaluation programs that provide dependable design and construction recommendations.

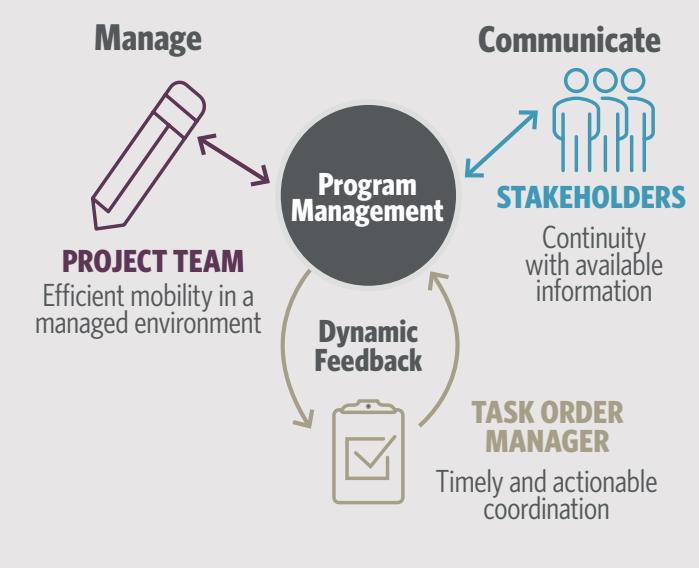
HDR provides sound, innovative, and cost-effective groundwater supply solutions to a diverse array of water supply challenges across the nation for municipal and industrial clients. Our team members can perform comprehensive analyses to understand the subsurface environment and groundwater — surface water interaction as necessary for environmental protection.

Expert witness in a judicial and/or quasi-judicial setting

HDR offers expert witness services in judicial and quasi-judicial settings, providing technical expertise and objective analysis to support legal proceedings related to engineering and construction disputes. Our team of experienced professionals, including engineers, architects, and construction experts, is well-equipped to provide credible testimony, technical evaluations, and analysis in various legal contexts. HDR's expert witnesses are committed to delivering clear, concise, and well-supported opinions to aid in the resolution of complex legal matters.

Project Management

HDR's Project Management Plan (PMP) integrates all the components of a successful work plan to achieve consistency of deliverables that meet your schedule and budget. Led by **Paul Molina, PE,** has the experience, tools, and techniques to not only monitor and control the work, but also clearly communicate status and progress to our clients.



Construction Inspection

Led by **Chris Sanchez,** HDR will provide comprehensive construction inspection services for the City, verifying that projects are built in accordance with design specifications, quality standards, and regulatory requirements. Our services include quality assurance and control, regular site inspections, testing and verification of materials, documentation and reporting, issue resolution, change order management, safety oversight, and final inspection and punch list development. With extensive experience in construction inspection, our team of certified inspectors and construction professionals is skilled in ensuring that projects are completed in compliance with all specifications and standards.

Additional Services:

Standard Drawings. This on-call contract may be utilized to prepare and update the City's standard drawings. These types of drawings standardize fabrication, installation, and construction methods for specific items of work, which also complement the contract documents and standard specifications. Our extensive knowledge allows us to perform modifications when necessary to bring the drawings up to current standards. HDR's thorough understanding enables us to provide services to develop standard drawings for every situation.

Develop and Review Specifications. HDR has a proven history of developing construction specifications for many clients. These construction specifications range from fairly simplistic to extremely advanced, such as using the latest ITS technology, or construction practices, including new paving techniques or construction equipment. HDR has the breadth and depth of expertise to assist the City with specifications that cover the disciplines of water, wastewater, natural gas, solid waste, highway, bridge, traffic, drainage, and any other general engineering services.

Public Involvement/Strategic Communications. We are prepared to provide professional community relations and public involvement services including preparing and implementing outreach and engagement strategies and plans, and developing publications (e.g., fact sheets and newsletters), websites, videos, graphics and presentation materials, online surveys or other interactive web-based tools, meeting notifications, presentations, social media, social media monitoring, and outreach documentation and summary reports.

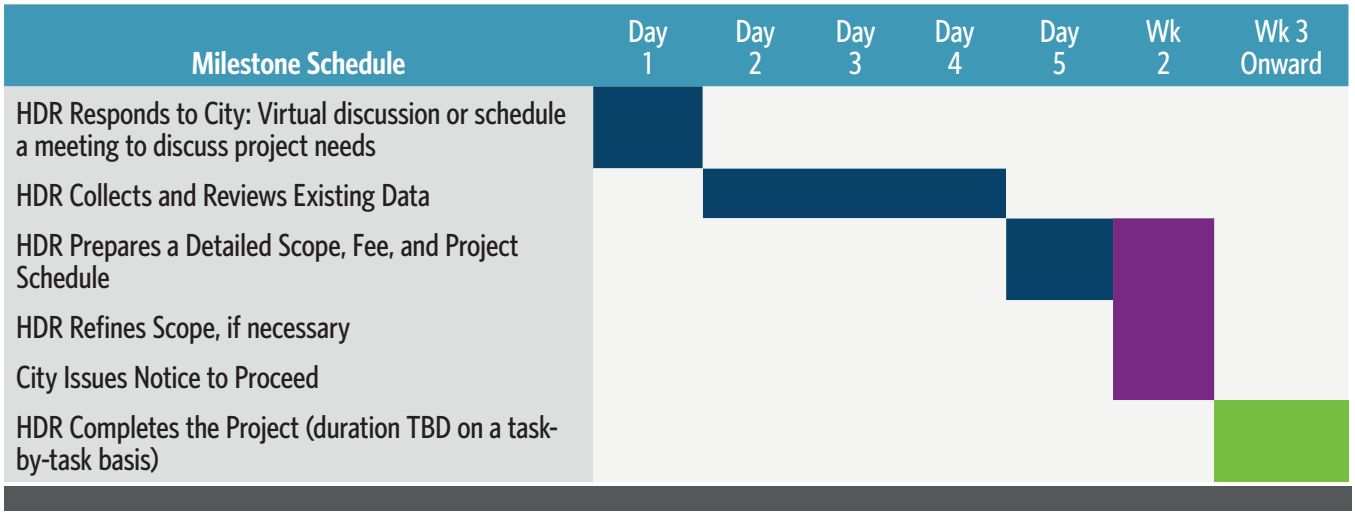
Typical Project Schedule/Timeline

Internally, our project managers and design teams utilize two valuable tools to meet project schedules:

Work Plan. A program used to schedule staff, as well as QA/QC reviews (as discussed on page 2) and client deliverables. This tool helps project managers identify which staff are available far in advance, so that staff can be adjusted as needed.

Engaged Management Team. Our most powerful project management tool is our vast pool of management staff available to assist project teams in identifying critical paths for successfully meeting project schedules. Technical leaders from across the country work with project managers to make sure they have adequate resources and reviewers to supply you with quality deliverables on time. HDR develops solutions that support the growing needs of the City and the market you serve.

When contacted by the City, our mission is to act immediately and mobilize quickly to produce products that efficiently, effectively, and appropriately meet the needs of the project. We will provide a detailed schedule for each task order that is assigned. The sample bar chart below illustrates our response time and scope of fee development.

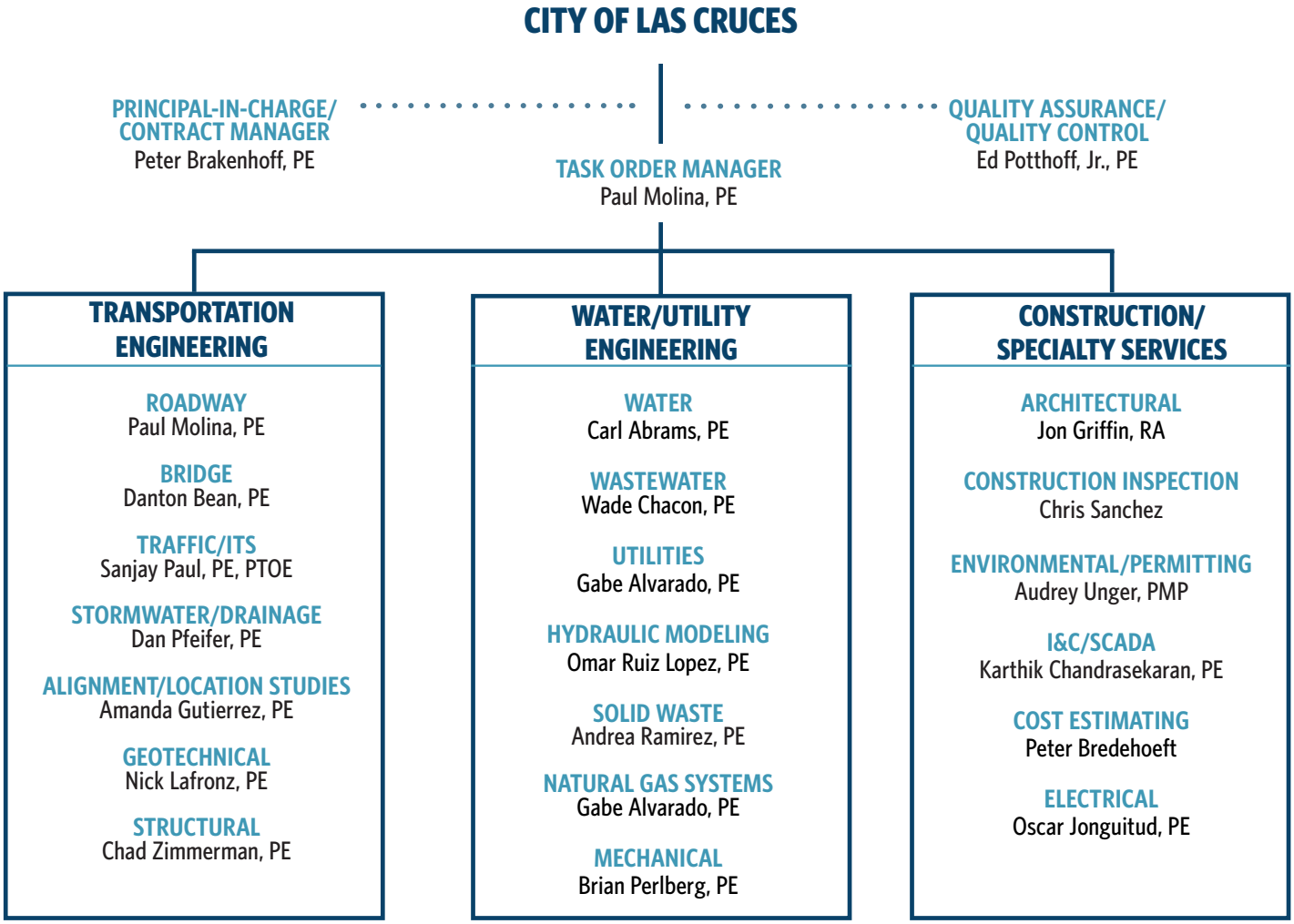


Evaluation Criteria No. 2 - Qualifications/Competence

We believe that making a difference begins with selecting the right people with proven expertise, who have a shared purpose and the enthusiasm to realize your vision. We offer an integrated team that consists of highly qualified professionals. HDR's proposed **Project Principal, Peter Brakenhoff, PE**, will lead the project team from our Albuquerque office. Peter has successfully served as Principal-in-Charge on numerous on-call contracts over the last 17 years. Our **Task Order Manager, Paul Molina, PE** possesses effective project management and communication skills, and his hands-on design and construction experience will lead the HDR team in expediting task orders and producing accurate and quality deliverables.

HDR team members have been specifically selected to provide the City with a qualified and capable team that meets the specific challenges identified in the RFP. Team members and assigned roles are shown in the organizational chart below. The following pages include short bios and the percent of time our key staff will be assigned to each project.

Organizational Chart



Peter Brakenhoff, PE, NM No. 14225
Project Principal/Contract Manager - 5%
Peter's 32 years of experience encompasses highway engineering corridor and alignment studies and design of roadways, drainage, utilities and construction traffic control. He has formerly served on the ACEC-NM Board of Directors and is a member of the ACEC-NM/NMDOT Liaison Committee. As the Principal-in-Charge on this contract, Peter will consistently coordinate with the City's management to meet your project needs and delivery schedule.

Paul Molina, PE, NM No. 21481
Task Order Manager/Roadway - 15%
Paul has 21 years of experience in transportation design including the geometric design of transportation corridors, roadway design and modeling, construction traffic control, signing and striping, pedestrian/bicycle facility design, and the design of Americans with Disabilities Act (ADA)/ Public Right of Way Accessibility Guidelines (PROWAG) compliant facilities. Paul will be responsible for all work performed while leading the team from our Albuquerque office.

Ed Potthoff, PE, NM No. 17633
Quality Assurance/Quality Control - 5%
Ed has more than 22 years of experience in the field of civil and highway engineering. His main experience includes design and project management of highway and interchange/intersection projects with more recent experience including specific ADA improvements, roadway and pedestrian lighting improvements, and intersection safety improvement projects.

Danton Bean, PE, NM No. 15551
Bridges - 20%
Danton has more than 26 years of experience in bridge and highway engineering. He specializes in projects through the study and final design phases, and has worked on all aspects of conceptual, preliminary, and detailed design, as well as construction phase services. His project-related responsibilities include management, supervision, directing project design and deliverables, quality assurance and quality control, project and agency coordination, and public and client presentations.

Sanjay Paul, PE, PTOE NM No. 27727
Traffic/ITS - 20%
Sanjay has 16 years of experience in traffic engineering, planning, design and operations, transportation modeling and planning, roadway safety, lighting, and intelligent transportation systems (ITS) in both private and public sector. He has served as Project Manager/Lead Engineer and task leader on numerous engineering on-call contracts. His leadership, project management skills, and traffic engineering design experience, provides added value and quality to your project.

Dan Pfeifer, PE, NM No.24053
Stormwater/Drainage - 20%
Dan has 15 years of experience in bridge hydraulics, scour analysis, stream restoration, floodplain modeling, and on-site/off-site civil design. He has proficient knowledge of New Mexico design standards and provides direction and leadership on complex hydrologic and hydraulic assessments throughout the state.

Omar Ruiz Lopez, PE, NM No. 26658
Hydraulic Modeling - 35%
Omar has over 13 years of experience consisting of drainage disciplines including hydrologic analysis, 1-D/2-D hydraulic modeling, scour mitigation design, field surveying, and construction observation. Previous projects experience includes transportation drainage design and outlet protection design. He has become proficient in the following computer modeling programs to analyze hydrologic conditions and hydraulic structures; SRH2-D, AutoCAD, Civil3D, StormCAD, HY8, ArcGIS Pro/ArcGISMAP and other programs that help with modeling and design.

Amanda Gutierrez, PE, NM No. 20915
Alignment/Location Studies - 30%
Amanda has 17 years of experience in the design and construction of transportation infrastructure, including roadway and construction traffic control design. She is experienced in planning and design of roadway facilities for both rural and urban areas that include retrofitting existing facilities, new construction, pedestrian and bicycle facility planning and design, permanent signing and striping, alignment and corridor studies, cost estimating, and construction drawings/specifications for transportation projects.

Carl Abrams, PE, NM No.13167
Water - 25%
Carl has 34 years of experience in the design and construction oversight of solid waste facilities, water and wastewater treatment and conveyance systems, assessment and remediation of water and soils, on-site septic systems, and site grading and development. He also has extensive experience with the preparation of contract documents, including plans, specifications, bid documents, and record drawings.

Wade Chacon, PE, NM No.17857
Wastewater - 25%
Wade has 26 years of experience completing evaluation and design of water and wastewater systems including: wastewater treatment facilities, gravity, low pressure and vacuum sewer collection systems, sanitary sewer lift stations, odor control stations, and water distribution, transmission and storage tanks. His design experience includes project management, preliminary engineering reports, mechanical process design, site civil design, project scheduling and cost estimating, and construction administration services.

Gabe Alvarado, PE, NM No. 17297
Utilities/Natural Gas Systems - 25%
Gabe has over 25 years of experience in the planning, analysis, and design of water distribution systems and wastewater collection systems including projects throughout New Mexico. Previous projects have included the completion of hydraulic modeling, technical reports, preliminary design reports, plan and profile drawings, mechanical drawings, specifications and contract documents, cost estimating, and project scheduling.

Andrea Ramirez, PE, ENV SP, AZ No. 72222
Solid Waste - 15%
Andrea has 17 years of experience supporting clients on a variety of planning, design, and compliance projects for both waste disposal and waste diversion programs. She has performed feasibility studies, site evaluations, conceptual site designs, permitting, and master planning for an assortment of waste management and diversion facilities, including composting facilities, transfer stations, resource recovery parks, anaerobic digesters and other alternative energy facilities.

Nick LaFronz, PE, NM No. 16956
Geotechnical - 20%
Nick has 40 years of experience as a registered professional engineer in planning, coordinating, and implementing major geotechnical engineering projects. He has extensive experience with geotechnical characterization, analysis and design of transportation projects including shallow and deep foundation systems for major river crossings, TI bridges and grade separations, roadway cut and fill slopes in soil and rock, earth retention systems, embankments and pavement sections, rock excavation characterization, and load tests of deep foundations.

Chad Zimmerman, PE, NM No. 23995
Structural - 20%
Chad has 19 years of experience that includes industrial type projects such as mechanical and equipment buildings, warehouses and water/wastewater plants. He has specific design experience in retaining wall design, construction administration, inspecting placement of reinforcement for concrete structures, concrete building design for above and below-grade buildings, building design in high wind zone regions, building design in moderate seismic zones, steel and concrete moment frames and steel concentrically braced frames for new buildings, and finite element analysis modeling for concrete foundations and walls.

Brian Perlberg, PE, NM No. 23176
Mechanical - 15%
Brian is an accomplished project manager and lead mechanical engineer for projects ranging from $500,000 to $270 million in construction budget. He has 22 years of experience in a wide variety of building types including education, healthcare, government, higher education, mission critical, laboratory, correctional and commercial. Experienced in working under a variety of project delivery methods including accelerated delivery, design-build and multiple-package projects.

Karthik Chandrasekaran, PE, AZ No. 54857
I&C/SCADA - 15%
Karthik has 15 years of experience as an I&C engineer. His experience includes I&C system design, PLC/human machine interface (HMI) programming, startup, and commissioning for a variety of pump stations, de-watering systems, tailings delivery, crush, and convey systems. His responsibilities include development of P&IDs, loop diagrams, control loop description, specification of instrumentation, design of Control Panel, and Systems Integration. He has acquired a vital combination of hands-on field experience and detail oriented technical knowledge to deliver a robust control system efficiently.

Jon Griffin, RA, AZ No. 36304
Architect - 20%
Jon has more than 32 years of experience providing services for project planning, programming, design, team coordination, consultant coordination, document production, specifications writing, and construction administration, and has extensive experience building client relationships and conducting presentations to government agencies. Experience covers the full spectrum of project tasks from design develop through construction administration.

Audrey Unger, PMP, No. 1322755
Environmental/Permitting - 10%
Audrey has over 20 years of experience on National Environmental Policy Act (NEPA) projects throughout the Southwest. Audrey has prepared well over 100 categorical exclusions, several environmental assessments (EA), including EAs for DOTs on tribal lands, and a few environmental impact statements. In addition to NEPA, Audrey understands other federal, state, and local environmental policies, procedures, and regulations including Section 4(f) of the USDOT Act, Endangered Species Act, Clean Water Act; and Section 106 of the National Historic Preservation Act Consensus.

Chris Sanchez
Construction Inspection - 15%
Chris has 18 years in construction inspection, field office management, and construction surveying for roadway, water distribution, drainage, structures, and environmental projects. He performs and verifies field tests such as density testing and concrete testing, performs various lab tests and materials sampling, verifies traffic control placement, oversees placement and testing of intersection signalization (including all electrical), inspects seeding and fence placement.

Oscar Jonguitud, PE, NM No. 25469
Electrical - 20%
Oscar has 12 years of experience in design and construction in the water, wastewater and power generation industry. His experience includes electrical design and construction of water and wastewater treatment facilities, solar farms, pump stations and water distribution networks. This includes medium and low voltage power distribution system design.

Peter Bredehoeft, CEP, AACE No. 4
Cost Estimating - 5%
Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends. He has extensive program management experience (5 to 15 major programs) on large capital improvement programs.

PRINCIPAL OFFICER/OFFICE LOCATION

Depending on the specific task, we anticipate that the majority of the work performed under this contract will be conducted in the State of NM by HDR, a business licensed and operating in Albuquerque, NM, with support of professional technical expertise as needed from other HDR offices including our sub-consultants. Our Principal Officer is **Peter Brakenhoff, PE NM No. 14225** will be responsible for administration of the contract. His contact information and office location are listed below:

2155 Louisiana Boulevard NE, Suite 3000
Albuquerque, NM 87110
505.830.5400

SUB-CONSULTANTS

We have augmented our team with key sub-consultants based on their technical skills, our prior experience working together as a team, and our history of successfully completing projects.

ACME Environmental

Indoor Air Quality/Asbestos/Mold
3816 Carlisle NE Albuquerque, NM 87107
505.433.4461

ACME Environmental, Inc. provides comprehensive environmental, safety and health consulting services. These services include industrial hygiene and safety consultation, asbestos, lead, and mold investigation, project design and contractor oversight. All of ACME's consulting activities are performed under the supervision of a Qualified Industrial Hygienist.

COBB, FENDLEY & ASSOCIATES (COBBFENDLEY)

Surveying & Mapping, Subsurface Utilities Engineering (SUE)
3820 Academy Pkwy. North NE Albuquerque, NM 87109 505.508.0786

CobbFendley will be responsible for the survey, mapping, ROW, and property ownership research on this project. They are a multi-disciplined firm of over 600 professionals established in 1980 and located in Albuquerque, NM. In their 43-year history, the firm has successfully completed thousands of surveys for public and private sector clients, including boundary, topographic, engineering design, and utility surveys.

TERRACON CONSULTANTS, INC. (TERRACON)

Geotechnical Services
6805 Academy Pkwy West NE, Albuquerque, NM 87109 505.797.4287

Terracon, an employee-owned company, provides geotechnical, environmental, facilities engineering, and construction materials testing services to public and private entities throughout the U.S. They place a strong emphasis on the development and application of new geotechnical technologies. Terracon has completed geotechnical work for HDR projects throughout the Southwest and has established an effective working relationship.

Evaluation Criteria No. 3 - Performance of the Firm

NMDOT/Bernalillo County, Bridge Blvd. Reconstruction Project Phases I & II

Albuquerque, New Mexico

REFERENCE:
Jason Clark, PE, Bernalillo County
Engineering Program Manager
Bernalillo County, NM
505.362.2948
ljpclark@bercon.gov

The HDR team provided planning, environmental, coordination, and engineering services for the reconstruction of 2.1 miles of Bridge Boulevard in Albuquerque. The urban corridor spans Tower Road and Bridge Boulevard from Coors Boulevard to Lura Place (Phase I, 1.6 miles) and Young Road to the river bridge (Phase II, 0.5 miles). The improvements include full depth asphalt reconstruction, ADA pedestrian facilities, buffered bicycle lanes, drainage improvements, updated adaptive signal equipment and ITS, updated LED pedestrian decorative lighting, and improved landscaping including median plantings and a pocket park at the intersection of Bridge and Old Coors. Construction for Phase I was recently completed late 2022. Phase II is currently under construction.

Various segments of the corridor are owned by different agencies and contain various stakeholders and users. Coordination amongst the various entities was key to successfully delivering the projects on schedule and within budget. Both projects included federal funding and underwent NMDOT Certification, which was also conducted by HDR.

City of Rio Rancho, Southern Blvd. Phase II Reconstruction

Rio Rancho, New Mexico

REFERENCE:
Arnell Freidt, Project Manager
City of Rio Rancho, NM
505.896.8242
afriedt@rrnm.gov

HDR is providing final design and communications services for the Southern Boulevard Phase II Reconstruction project. As part of the transportation analysis, HDR collected traffic data, performed an intersection level of service analysis, and developed recommendations for turn lanes. Later, the team assisted with design services including sidewalks, roadway, traffic signals, crosswalks, intelligent transportation system (ITS), and communications as well as traffic control plans and interim condition signal and ITS designs.

Additionally, at each major milestone on the project, HDR developed and implemented public engagement and outreach opportunities. Communication tasks included developing fact sheets, fliers, email blasts, presentations, technical graphics, and meeting summaries.

In addition, HDR helped plan and facilitate two public virtual meetings to discuss improvements and potential construction impacts.

NMDOT, US 60/84 Final Design Phase II

Clovis, New Mexico

REFERENCE:
Arthur J. Romero, PE, Project Development Engineer
NMDOT, District 4
505.617.6887
arthurj.romero@dot.nm.gov

The HDR team is the lead consultant providing planning, environmental, and engineering services for the reconstruction of a 3-mile stretch of US60/84 in Clovis, New Mexico from Wheaton Street to Prince Street. The expected improvements include pedestrian facilities (sidewalk and curb ramps), drainage system, roadway surfacing, and updated signal and lighting equipment. The current drainage system has been identified as inadequate per the current NMDOT design standards and requires improvements to mitigate against adverse conditions from roadway modifications. Drainage services provided include site reconnaissance, sediment evaluation, on-site and off-site hydrologic analysis, on-site hydraulics for determination of existing system capacities, development of concept alternatives for stormwater routing, detention siting, and outfall management.

This project is located in a FEMA Special Flood Hazard Area and is subject to both state and federal criteria for mitigation of future impacts. This project is currently in the final design construction documents.

New Mexico Resident Preference Notice

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **HDR ENGINEERING INC**

DBA: **HDR ENGINEERING INC**
8404 INDIAN HILLS DR
OMAHA, NE 68114-4049

Expires: **18-Mar-2024**

Certificate Number:

L1785399728

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

2155 Louisiana Blvd NE. Ste. 3000
Albuquerque, NM 87110
505.830.5400
hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

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ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and HDR Engineering, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

HDR ENGINEERING, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "E"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Johnson, Mirmiran, & Thompson, Inc., of 40 Wight Ave, Hunt Valley, MD, 21030, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Johnson, Mirmiran, & Thompson, Inc. 40 Wight Ave Hunt Valley, MD 21030 ATTENTION: Melchor Herrera

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

JOHNSON, MIRMIRAN & THOMPSON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm _____

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$260
2	Project Engineer/Project Manager	$ 210
3	Senior Engineer	$190
4	Design Engineer	$145
5	Engineer Intern	$ 70
6	Engineering Technician	$120
7	Drafting Technician	$110
8	Survey Crew**	$ 210
9	Construction Inspector/Observer	$130
10	Administrative/Clerical	$ 70
11	Field Testing and Investigations	$135
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 3%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$0.12
16	Color Copies (per copy)	$0.65
17	Prints 24x36 (per sheet)	$4.00
18	Mylars 24x36 (per sheet)	$9.00
19	Photo Quality Plots (per plot)	$ 22.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

General Engineering Services

City of Las Cruces

Technical Proposal

RFP NO.: 23-24-051
February 27, 2024 / 4:00 p.m.

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department / Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

RE: 23-24-051 General Engineering Services

Dear Selection Committee,

The City of Las Cruces (City) is tasked with the challenge of providing street management, traffic management, utility, and facility services to taxpayers, while meeting city growth and residents' quality of life. Meeting the challenge of providing these services in a timely, cost-effective, and customer-focused manner is integral to making Las Cruces the ultimate place to live.

Johnson, Mirmiran, & Thomson, Inc. (JMT) helps cities across the U.S. find solutions to complex projects like yours. JMT, a 100% employee-owned company, is a full-service, multi-discipline engineering firm, providing services for more than 50 years. **Our firm is currently ranked #59 on the Engineering News-Record (ENR) list of the Top 500 Design Firms.** Our services include engineering, architectural, construction management, project management, environmental, GIS, HVAC, surveying, and technology services. **We bring fresh engineering innovations to cities like yours!**

Our local engineers are known to the City. JMT's team will be led by our Principal Engineer and Project Manager, Atzuko Reveles, PE, from our El Paso office, our acquired firm ECM International, Inc. Atzuko's past engineering experience with the City includes work for the Public Works and Utilities Department. He will be supported by an "outside the box thinking" engineering team, who bring in-depth knowledge and a multitude of experience gained from similar contracts across the country. The advantage of selecting JMT includes:

Technical Expertise. Our team has a proven record of delivering high-quality on-call services for clients locally and across the county. Our experts cover the entire spectrum of engineering services including structural, roadway, transportation, site development, electrical, SCADA, MEP, water/wastewater, environmental, and construction inspection.

Las Cruces Experience. We have gained imense expernce workign with City for the past six years. We value the relathionship we have built with the City and City Departments during the 2018 General Obligations Bond Projects as the Program Manager and Owner's Advisor. Our team provided key services that ensured the projects were completed with a high quality of success. The success of this project was made possible by the collaborative efforts of City leadership and the JMT team.

Availability and Responsiveness. Our local office comprises a team of 55 professionals, including engineers, architects, construction managers, schedulers, estimators, and designers, and includes New Mexico registered professionals. This robust team enables us to handle projects locally and respond promptly to your needs. Moreover, we can draw on additional staff from our other offices to support your projects as necessary.

Thank you for the opportunity to present our qualifications. We are committed to providing the City with innovative professional services that align well with your mission and vision. We are looking forward to assisting you with your project needs. If you have any questions or need further information, please do not hesitate to contact me at areveles@jmt.com or 915-283-6771.

Sincerely,

Atzuko Reveles, PE
Principal Engineer

Melchor Herrera, PE, PMP, LEED AP
Contract Manager

Firm Introduction

Established in 1971, Johnson, Mirmiran and Thompson, Inc. (JMT) is a multi-disciplined consulting firm providing engineering and related services to public and private clients, resulting in the establishment of a reputation as a first-class engineering firm providing user-friendly and innovative services.

As a 100% employee-owned firm, we take ownership and high responsibility of our work in every project engagement we undertake. That motivation ensures that you get our full commitment, every time. JMT has expertise in planning, design, and construction phase services for all modes of civil engineering design projects working with federal, state, and local agencies on a wide range and scale. As an ISO 9001:2015 certified company for quality management, our work consistently yields positive impacts and exceeds deliverable expectations.

We Know the City of Las Cruces!

The office providing primary general engineering services under this contract will be our **El Paso Office** located at 404 Executive Center, Blvd. El Paso, TX 79902. Our local staff of more than 55 professionals includes New Mexico registered engineers, architects, designers, construction managers, schedulers, program managers, and estimators who will serve as primary staff for this contract. Our team members have experience with the City of Las Cruces on projects such as the 2018 Bond Program and the ongoing RoadRunner Transit and Operations Center. Our team's proximity will allow us to expedite services, thereby delivering time-sensitive solutions with reduced cost and a **superior knowledge of the City's standards, specifications, and permitting issues.**

Our local team will be led by our Principal Engineer and Project Manager Atzuko Reveles, PE. He has over 18 years of experience in municipal and utility projects in our area. He has prior experience with the City of Las Cruces. For Public Works, Atzuko worked on the multi-year Las Cruces 2018 General Obligations Projects and the Roadrunner Parkway bridge design. For the Utility Department, he worked on design projects, such as the South Jornada Water Improvements Project, Phases I and II. He completed feasibility studies for Automatic Meter Readers, Security Vulnerability Assessment for water infrastructure, and updates to the Operations and Maintenance Manuals.

JMT is well-positioned and experienced to support the City in any professional and/or specific task request specified in this RFQ. Our Team structure magnifies our abilities to effectively manage and deliver concurrent requests. We are prepared to handle multiple task/project requests simultaneously under this contract. **We have highlighted our technical lead personnel throughout our technical approach for each individual scope of work category.**

JMT Statistics

50+ Offices Nationwide

2,200 professionals

51 Years in Business

#59 Engineering News-Record Design Firm

#59 Mountain States Region Top Design Firm (ENR)

Required Qualifications

Principal JMT Officer:
Melchor Herrera, PE, PMP, LEED AP
404 Executive Center Blvd. El Paso, TX 79902
Senior Vice President | Contract Manger
(915) 490-8177 | mherrera@jmt.com

Office(s) Location:
El Paso: 404 Executive Center Blvd. El Paso, TX 79902.

All work will be coordinated and performed by the JMT El Paso, TX office with the support of our technical leads

New Mexico Registration:
NM Secretary of State Business ID#: 03-359805-00-3. We have included a copy of our certification in the attached appendix.

New Mexico Professionals:
Melchor Herrera, Professional Engineer Licenses #18290
Atzuko Reveles, Professional Engineer Licenses #133677

As employee-owners, each of our staff has a vested interest in the success of projects, providing exceptional service to our clients. So, when you're successful, we're successful. Our emphasis on quality stems from the individual dedication that drives each employee's commitment that we make when we accept any assignment, large or small.

Technical Approach & Qualifications

JMT brings a team that has a history of success managing on-call contracts and the multiple, concurrent, and diverse assignments associated with them. JMT has technical expertise in the different services required by the contract, making us fully capable of handling assignments including all the required disciplines needed for this contract.

Our strong performance for on-call contracts has been the result of sound project management, basic budget and scope principles, and application of a structured quality management culture. JMT's Task Managers understand that they are responsible for the timeliness and quality of the final product produced under their leadership. In most cases, the Task Manager will stamp his/her professional seal onto the report or the contract documents.

Project Understanding

JMT understands that the primary focus of this contract is to provide a variety of general engineering services to the City of Las Cruces. We have extensive experience with providing engineering services for roadway, structural, mechanical, electrical, environmental, geotechnical, water, stormwater, wastewater, drainage, and natural gas along with project management and construction inspection across the nation. **This broad experience of working in different regions allows us to bring the most innovative solutions to the table while also considering the uniqueness and common design practices of Las Cruces.**

JMT understands the breadth and comprehensive nature of this on-call contract as well as the potential challenges this type of contract can present to the City. Because of our extensive experience with many on-calls and comprehensive engineering services contracts, we know where potential difficulties exist and have learned how to eliminate or mitigate those difficulties through sound project management techniques, utilization of highly skilled professionals, effective communications, thorough documentation, and adherence to schedules and budgets.

Most projects today have a variety of challenging aspects and require numerous disciplines to participate and interact regularly to have a successful project. Having experienced overcoming these challenges and having the service disciplines in-house enables JMT to effectively manage all aspects of the project.

We also have earned a reputation as a first-class consulting firm providing innovative, user-friendly, and cost effective solutions to assist agencies in meeting their regulatory commitments and improving service to customers. JMT offers the experience and capacity to successfully complete both large and small task orders.

ORGANIZATIONAL CHART

Delivering work under an on-call contract can be challenging, our experience and team organization will afford the City a level of confidence in its on-call provider. JMT has a long track record of working with other municipal clients on these exact types of projects.

CITY OF LAS CRUCES

Principal Engineer | Water/Wastewater
Atzuko Reveles, PE

Structural
Chris Reddick, PE

Mechanical/HVAC
Bryon Wender, PE

Electrical/SCADA
Dimitre Petrov, PE

Environmental
Ryan Robol

Roadway
Gerard (Jerry) Baxter, PE, PTOE

Stormwater/Drainage
Tara Alexander, PE, CFM

Geotechnical
Mike Leffler, PE

Site Development
Gerardo Garcia, PE, CCM

Natural Gas
Steven Pickel, PE

Project Management/Construction
Arturo Gonzalez, RA, GGP

WATER AND WASTEWATER

The JMT Team's familiarity with designs of water and wastewater systems across a variety of jurisdictions and municipalities provides us with a wealth of knowledge upon which we can draw to solve problems as they present themselves. **JMT has provided water and wastewater engineering services for over 25 years.** We help cities and utility owners solve their most challenging projects. Our experience includes feasibility studies, design, and condition assessment. JMT employs both traditional and cutting-edge techniques and materials depending on each project's particular needs and constraints. We have the capacity to entirely engineer your most complex design needs. The following provides a list of services relative to water and wastewater:

Services

- Steel Tank Corrosion
- Concrete Tank Design
- Groundwater Wells
- Water/Wastewater Master Plans
- Hydraulic Models
- Hydraulic Studies/ Engineering
- Feasibility/Design/ Construction for WTP and WWTP
- Water and Sewer Lines Design (gravity and force mains)
- Water/Sewer Line Rehabilitation
- Odor Control
- Plans and Specifications
- Cost Estimates
- Feasibility Studies
- Coordination and Permitting
- Geographic Information Systems
- Studies and Reports
- Civil Engineering Solutions
- Pump/Lift Station Design
- SUE

The **Louisiana Street Water Line Replacement in McKinney, Texas** included the replacement of 1,200 LF of 6" and 12" waterline and appurtenances. Accommodations were provided for future extensions East of SH 5 and future storm sewer improvements along SH 5. All underground utility crossings were identified in profiles ensuring clearance was provided between utilities.

Fire hydrants were strategically added along the corridor to address FDC connection spacing and fire department spacing requirements. Water line stubs were provided at cross streets to address future water line extensions. Valve locations were designed to isolate water lines to accommodate future connections and facilitate flushing plans for city acceptance.

16" Bore on Louisiana Street at SH 5

Atzuko Reveles, PE
Principal Engineer | W/WW Lead
New Mexico PE #22651
MS / Civil Engineering
BS / Civil Engineering

Percent of Time Assigned: 50%

Atzuko is a licensed engineer in the State of New Mexico with more than 18 years of experience in site civil, master planning, construction of retaining walls, water, stormwater, wastewater, condition assessment, SCADA, modeling, and vertical projects. He has experience with water system design, hydraulic modeling, pipeline asessment, and air, water, and soil sampling. He has led more than 15 El Paso Water (EPW) projects and has in-depth knowledge of EPWs process and procedures. He can aid with EPW coordination, oversight, and additional EPW utility requirements.

Atzuko's experience includes project and construction management, capital improvement programs, hydraulic modeling, facility assessments, and design in water, stormwater, and wastewater systems and an assortment of related activities. He has performed a variety of design and engineering services for the City of Las Cruces, Elephant Butte Irrigation District, NMDOT, El Paso Water, Lower Valley Water District, Texas Military Department, El Paso Electric, and City of El Paso.

South Jornada Water System Improvements (Phases I and II), City of Las Cruces, Project Engineer. This two-phase project included a new 2-million-gallon steel water tank, 19,000 feet of 24-inch ductile iron pipe, and two new 3,000 gpm booster stations. Designed 19,000 feet of 24-inch water transmission pipeline (DIP). Designed the mechanical components of the new steel water tank. Performed calculations to size the tank overflow, pipe restrained joints, and sized CARV in pipeline using Air Valve software. Coordinated design efforts with various engineering disciplines for the completion of the overall design.

Automatic Meter Reading – Feasibility Study, City of Las Cruces, Project Engineer. Evaluated the economic feasibility of changing to an automatic meter reading system for the natural gas and water meters for the City of Las Cruces and for the Rio Grande Natural Gas Association. The study comprised approximately 30,000 water meters and 47,000 gas meters of varying sizes. Interviews with various city departments were conducted as part of the assessment.

Water Distribution System Operation and Maintenance Manual, City of Las Cruces, Project Engineer. Updated and revised the City of Las Cruces current operations manual. The updates included the addition of a section for the 10 pressure zones requiring a review of their geographical delineation using GIS software.

STRUCTURAL

JMT has experience in the analysis and design of all types of building structures and infrastructure. We have a keen knowledge of the building code requirements for any area and have a program of continuing education to ensure that our engineers and designers are updated and completely familiar with regulation changes as they develop. Our approach will follow project requirements and define special items and experience as to form, material, longevity, and functionality. JMT will then evaluate the ever-changing complexities of building codes and design regulations to apply our expertise and streamline designs from complex material selection to facility design aesthetics for existing building designs or even historical property requirements. JMT will implement the latest design standards. Our structural designs will incorporate provisions for **high wind loads and other environmental conditions including "sugar sand" as is commonly found in our area,** condition assessment and rehabilitation/reinforcement needs for existing systems and protection against deterioration in corrosive and other chemical hazard environments.

Services

- Transportation Structures
  - Bridges over water, highways, and railroads
  - Pedestrian bridges
  - Culverts
  - Retaining Walls
  - Noise Barriers
  - Sign Structures
- Facilities Structures
  - Office Buildings
  - Industrial Buildings
  - Retaining walls
  - Water/wastewater treatment plants
  - Building additions/renovations
  - Equipment/piping supports
  - Renovation and analysis of existing structures
  - Underground Vaults and Manholes
  - Specialty Structures

JMT provided structural engineering services for a new **Fire Station on Otranto Rd. in North Charleston**. The Station has a 4,000 sf, 3-bay Apparatus Garage framed with 9 ft deep steel trusses spanning over the 52 ft width of the garage.

Chris Reddick
Structural Lead
Texas PE# 82185
MS / Civil Engineering

Percent of Time Assigned: 40% - 50%

Chris is a civil/structural engineer with over 33 years of experience in design, detailing, and construction administration of new buildings and miscellaneous structures, as well as the inspection, assessment and analysis of existing facilities. Chris has prepared design and renovation construction documents for steel, concrete, masonry, and timber framed buildings. He has also designed repairs and modifications for existing steel, concrete, and timber framed buildings. His experience includes design of healthcare, office, retail, residential, and specialty structures, as well as addition of floors to existing structures. Chris also has experience with design and assessment of buildings in seismic and hurricane zones. Chris also has performed industrial facility maintenance inspections and evaluations and has prepared repair drawings for in-service industrial facilities.

Comprehensive Architectural and Engineering Design, Anne Arundel County, MD. Structural Engineer. Since 2001, this contract is the latest in a series of six consecutive on-call task order design contracts that JMT has performed for the MDOT MAA. Under these contracts, JMT has provided comprehensive design services, structural engineering, and program/project management services. Tasks he has worked on include:

Bus Maintenance Facility Equipment Replacement: Task included upgrades to the existing bus maintenance facility serving the rental car campus at BWI including structural engineering. The existing bus wash and associated reclaimed water system were replaced in their entirety with modern, heavy duty, transit rated equipment. Additional bus service equipment including vacuum systems, pressure washers, air compressors and dryers were also replaced. As part of the upgrades to the facility, a flame and gas detection system was provided to meet applicable codes due to the CNG fueled busses cleaned and repaired at the facility.

DX-DY HVAC Upgrades: Supervised the production of the structural construction documents of the replacement of air handler units on the existing roof of the Dx-DY concourse terminals. Responsible for structural analysis of new roof top HVAC upgrade equipment support as well as on grade level replacement of cooling tower. Project involved evaluation of existing roof structure capacity and reinforcement requirements for increased loading conditions.

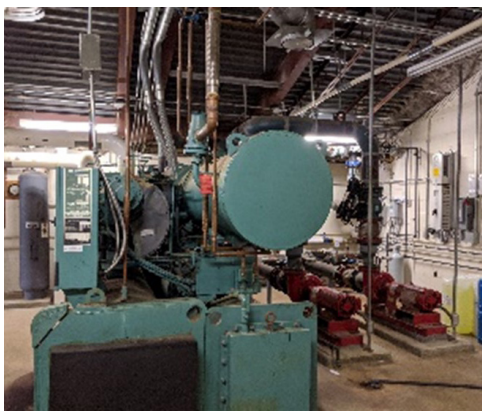
MECHANICAL AND HVAC

Our mechanical engineers are well-versed in evaluations, design, rehabilitation, and system improvements. JMT's focus on energy efficient and controllable systems which deliver occupant comfort, limited maintenance, and upgradable characteristics if changes to the workplace environment occur in the future. Our HVAC designs are based on energy efficiency, indoor air quality and system redundancy, using the latest computer load simulation software that performs an analysis based on the standards of the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE). **The HVAC design approach reviews alternate system modeling focusing on identifying the best Return On Investment [ROI] while incorporating the USGBC objectives for LEED compliance.** This includes proper air balance for maintenance of indoor air quality, part-load equipment sizing and energy efficiency, effective building automation logic utilizing either DDC (BACNet or Lon) or self-contained controls, and code compliance.

Services

- Field Surveys
- Code Analysis
- HVAC and Building Controls Design
- HVAC Load Calculation and Design
- Development of Building Energy Modeling
- Acoustic Sensitivity in HVAC Design
- Plumbing Design
- Fire Protection/Life Safety
- Design Approvals and Permits

JMT holds an on-call services contract for **Chesterfield County Public Schools (CCPS) and Chesterfield County General Service**s. JMT is providing mechanical engineering survey, design, and construction support services for like-capacity chiller replacements at four schools for Chesterfield County Public Schools (CCPS) - Hopkins, Spring Run, and Wells Elementary Schools and Meadowbrook High Schools. Part of the effort on this task order involves evaluation of the existing chilled water plant sequence of operations and refrigerant leak detection safeties and protocols. The goals of the evaluations are to identify potential operational energy improvements and verify compliance with current Mechanical and Energy Code requirements.



Bryon Wender
Mechanical and HVAC Lead
Maryland PE# 57981
BS / Mechanical Engineering

Percent of Time Assigned: 40% - 50%

Bryon has 19 years of experience in mechanical engineering. He has extensive HVAC experience, working as a project engineer, commissioning technician, and construction administrator. He has expertise in performing facility assessments, retro-commissioning, commissioning, systemic renovations, and new construction for design-bid-build and design-build contracts. He has thorough working knowledge of industry-standard HVAC systems and specialized experience with central plant, heat recovery variable refrigerant flow, chilled beams, induced air, total air side energy recovery, geothermal heating and cooling, variable air volume, and steam systems. He has in-depth systems experience including but not limited to heat recovery variable refrigerant flow (VRF), chilled beams, induced air, total air side energy recovery with desiccant dehumidification, geothermal heating and cooling, variable air volume (VAV), and steam systems. He has a thorough working knowledge of LEED design guidelines.

2nd Floor Library Resource Center Renovation, NAVFAC, Bethesda, MD, Mechanical Engineer. Naval Support Activity Bethesda required the renovation of the existing second floor stack and study area into office space at the Uniformed Services University of Health Sciences Library Resource Center (LRC). Includes; updating space layouts for open and enclosed offices and a break room, as well as the associated mechanical, electrical, plumbing, and fire protection system modifications. Mr. Wender led the mechanical, plumbing, and fire protection design and was the primary point of contract from JMT.

Building 33 Laboratory Construction Fire Rated Ceiling Assemblies Additional Mechanical Shafts, FBI, Quantico, VA, Mechanical Engineer. The building had five mechanical shafts that terminated closets located on the basement level of the building. Mr. Wender coordinated the mechanical and fire protection design for conversion of the existing shaft space to usable storage areas. The project tasks included the provision of a new fire rated ceiling, modified sprinkler layouts, and coordination of access for above ceiling compressed air, supply and exhaust ductwork, and heating and chilled water piping systems.

ELECTRICAL AND SCADA

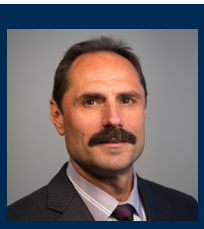
JMT focuses on code compliance, integration with the utility provider, and limited risk during construction. Our electrical designs follow the latest NEMA standards. We provide analysis and design of medium and low-voltage power distribution including switchgear, transformers, sectionalizing switches, underground manholes, duct banks, motor control centers, and emergency power. For your wells, booster stations, lift stations, and odor control stations, our engineers will develop lighting, power, grounding, instrumentation, and power protection one-line diagrams, utilizing the latest industry software. Our team will ensure that early grounding modeling studies are considered during predesign efforts. It is often not included in projects resulting in severe damage to expensive electrical equipment. As needed and to have an early understanding of your water and wastewater systems, our team will model low and medium-voltage short-circuit, load flow, arch-flash studies. **Our instrumentation and control (I&C) designs provide new control strategies and process control narratives for any lift station and booster pump station that meet the utilities department current design and control philosophy.** Updated controls can provide remove monitoring and control of the pump station previously not available. All necessary contacts and power connections for the proper operation of the SCADA system shall be provided with every task.

Services

- Field Surveys
- Code Analysis
- Electrical Systems
- Lighting
- Grounding Modeling
- Fire Protection Evaluations
- Design Review
- Design Approvals and Permits
- Drawing Coordination
- Engineering Calculations Backcheck

For the **Walter Reed National Military Medical Center Buildings 9 & 10 Electrical Upgrades**, JMT gathered information from existing power distribution equipment needed to model the electrical distribution system and validate the short-circuit study and arc-flash analysis provided by the government. We coordinated the available fault currents at the main utility substation with PEPCO to provide our engineers with the necessary information to model the power distribution system using SKM software and develop a short circuit and breaker coordination study and arc flash analysis.

JMT provided the necessary device selection and settings to fully coordinate the emergency power system.



Dimitre Petrov
Electrical and SCADA Lead
Texas PE# 140494
BS / Electronics

Percent of Time Assigned: 40% - 50%

Dimitre has more than 33 years of experience in electrical engineering design including data and telecommunications. His experience spans renovation and new construction of electrical systems, power generation, and power distribution. He has a strong knowledge of computer design and drafting for panel layouts, assessing electrical load requirements, and distribution routes. Dimitre is a member of the Institute of Electrical and Electronic Engineers and Industrial Applications Society. Project responsibilities have included studies, specification, and construction cost estimating for power distribution, lighting and communication systems, design for electrical distribution, substations, switchgear, wiring diagrams, instrumentation, control layout, and instrument specifications. He plans wiring diagrams, connections to existing systems, and installation of devices for telecommunications and computer-driven equipment.

NT-CT Substation Replacement, Baltimore/Washington International Airport, Anne Arundel County, MD. Electrical QA/QC Manager. Provided design services for replacement of 2 double-ended substations in the same location, with only minor outages to the load. This project involved a very complicated phasing plan in order to minimize the outages. The design included upgrading the cooling, both ventilation and air conditioning, to keep the substations below 40° C ambient. The existing substations were 2000 kVA upgraded to 2500/3333 kVA, hence the need for additional cooling. The loads had to be temporarily fed from nearby substations 200' away. Temporary feeders were installed on the roof for the backfeed. Electrical rooms were created near each substation to house the distribution panels that backfed the existing loads. The distribution panels were fed from the temporary feeders and ultimately from the new substations.

Comprehensive Professional Design Services at BWI Marshall and Martin State Airports, Anne Arundel County and Baltimore County, MD. Electrical Engineer. Concourse DX-DY Chilled Water Plant Replacement at BWI Marshall (2019). The electrical scope for the project centered around removing the electrical feed for two existing chillers and their associated VFDs, two existing cooling towers, and pumps associated with the chillers and cooling towers. The existing chillers were replaced with new chillers in the same locations. Temporary 800A electrical feeds were provided to supply the temporary chillers. The existing 800A circuit breakers that supplied the existing chillers were replaced with 1200A circuit breakers to supply the new chillers.

ENVIRONMENTAL

JMT has a staff of highly skilled environmental specialists capable of NEPA documentation, 4(f) compliance, environmental impact studies and assessments, wetland identification and delineation, watershed assessment and planning, natural resources and wildlife habitat identification, stream and streambank assessment, natural channel design, and community impact assessments to support land use, greenways, open space, parks and recreation, and transportation studies, as well as project development. **Our approach follows a typical environmental anatomy of action being proposed, its environment, evaluation and alternatives that would impact each environment.** JMT constantly coordinates with Federal, State, and local agencies to secure environmental and regulatory permits to ensure compliance with current regulations and to meet previous commitments outlined during project planning efforts and pre-application discussions with regulatory personnel.

Services:

- Lead, Asbestos, Radon Investigations
- Phase I-III Hazardous Material Investigations
- Air quality and Noise Analysis
- Environmental Sampling and Mitigation
- Brownfield Site Redevelopment
- Environmental Remediation and Design
- Geomorphology and Stream Restoration
- Natural Stable Channel Design
- Wetland and Water Delineations
- NEPA Compliance and Documentation
- Clean Water Act Section 10/404 Permitting
- Threatened and Endangered Species Habitat Surveys
- Historical and Cultural/Archeological Resources.

For the West Baytown Storm Sewer Improvements (Phase I), JMT performed an Environmental Site Assessment (ESA) in general accordance with ASTM E1527-13 Standard Practice. The Phase I ESA identified several locations that were considered Recognized Environmental Conditions (RECs). A Phase II ESA was conducted to confirm or deny the presence of contaminated soils and groundwater in the vicinity of the RECs. We conducted additional environmental studies that included a Wetland Delineation and USACE Verification; T&E Species Habitat Assessment; Cultural Resources Desktop Review, Clean Water Act Section 404 permitting, and Port of Houston submerged lands permitting.

Ryan Robol
Environmental Lead
MS / Environmental Studies
BS / Biology

Percent of Time Assigned: 40% - 50%

Ryan has 22 years of environmental consulting experience. His current responsibilities as the Section Head of JMT's Natural & Cultural Resources group in Texas includes providing technical guidance and expertise, mentoring JMT's environmental staff, business development and marketing, and overall growth of the program within Texas. His technical background is related to natural resources, including wetland delineations and US Army Corps of Engineers permitting. He also boasts diverse experience managing the preparation of NEPA documentation and obtaining environmental clearances for large public-sector projects, from conducting species-specific field surveys to conducting Phase I Environmental Site Assessments. Ryan has the expertise to take his clients' projects from conceptual "back of the napkin" drawings to "in the ground" implementation as efficiently as possible. He is experienced with complex environmental permitting associated with land development, transportation, civil infrastructure, coastal and water resources development projects.

Ryan currently manages four active contracts with TxDOT, including a Statewide NEPA Documentation contract, a Statewide Biological Resources contract, a Statewide Water Resources Documentation and Permitting contract, and a TxDOT HOU Environmental Documentation contract. Many of the work authorizations that come out of these contracts include short-term duration activities with tight schedules.

Staff Augmentation Services, Harris County Flood Control District, Harris County, TX. Project Manager. Ryan serves as Project Manager in his role of staff augmentation within the Environmental Services Department at the Harris County Flood Control District. Ryan's contributions include both administrative and technical-related tasks. Administrative-related tasks include project scoping, reviewing cost estimates, approving work authorizations, tracking progress, approving invoices, and project closeout. Technical related tasks include reviewing task deliverables prepared by contractors, providing comments and recommendations for improving report quality, tracking all comments to resolution, and interfacing with resource and regulatory agencies for securing environmental permits. Projects on which he works under this contract include both large-scale drainage capital improvement projects (i.e., regional detention basins, channel deepening / widening) and maintenance projects (i.e., infrastructure repair, erosion repair, channel desiltation).

ROADWAY

JMT has a staff of transportation and urban planners, roadway and traffic engineers, environmental specialists, landscape architects, surveyors, and public relations specialists to provide a wide array of transportation engineering and planning services. JMT has worked on multiple local roadway design projects from sidewalk improvements to multi-lane urban corridor widening. **Our staff is well versed with design standards, policies, and procedures, AASHTO guidelines, and International Building Code (IBC). JMT is a leader in BIM / CIM technology.** We currently use MicroStation V8i Select Series 4 with OpenRoads technology for full 3D designs along with Autodesk Civil 3D. Our modeling expertise helps identify risks earlier in the design project lifecycle when the ability to reduce project cost is higher.

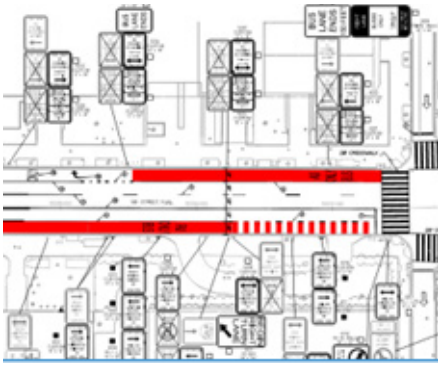
JMT employs a collaborative, context sensitive, and holistic approach to rethinking the public space that is dedicated to transportation. JMT has extensive experience in integrating bicycle and pedestrian facilities into streetscape projects. We have completed award-winning designs that provide seamless integration of modes. Our project resume includes all types of bicycle facilities from basic signing and sharrows, to dedicated and separated lanes, to off-road and multi-use trails.

Services:

- Conceptual Layout & Analysis
- Roadway Design
- Green Infrastructure Design
- Complete Streets Development
- ADA Compliant Facility Design
- Pavement Treatment Analysis and Selection
- Rail Design and Coordination

Traffic Impact Studies, Transportation Modeling Studies, and Signal Design: These studies could include performing crash analysis and safety studies, corridor analysis, transportation systems management studies, traffic signal timing plans, signal warranting and roundabout analysis, parking studies and capacity analysis and congestion mitigation. Other studies could include lighting analysis, reviewing developer plans and traffic impact analysis reports, and developing alternatives. Computer modeling such as Highway Capacity Software (HCS), Synchro (SimTraffic), VISSIM, PTV Vistro or SIDRA Intersection will be used to analyze traffic operations. Photometric analysis will be conducted using AGI32.

JMT is the lead designer of the Citywide Traffic Engineering Design Contract for DDOT Washington DC.



Gerard (Jerry) Baxter, PE, PTOE
Roadway Lead
DC Registered PE# PE908595

Professional Traffic Operations Engineer No. 2119

MBA / Business Administration
BS / Civil Engineering

Percent of Time Assigned: 40% - 50%

Jerry has 22 years of experience in conducting traffic safety studies and preparing engineering plans in an urban and multi-modal environment. He has led several on-call contracts where he is responsible for the overall management and delivery of the project including ensuring that personnel and resources are available as needed. His skills include providing direction, contract management, fostering relationships, discretion, and fostering a culture of excellence and accountability. He has strong communication and technical skills including written correspondence. He has a deep understanding of roadway/traffic standards, drawings, and specifications. He fosters cross-discipline coordination and utilizes computer applications for efficient management. His management skills have been developed from practical experience and education including his master's in business administration.

Citywide Traffic Engineering Design, DDOT, Washington, DC, Project Manager. Managed multiple assignments on to address high crash and problem intersections as part of the annual Highway Safety Improvement Program (HISP).

16th Street NW Bus Lanes project provided peak period, peak direction bus-only lanes for the 2.7-mile corridor from Arkansas Avenue NW to H Street NW. The PS&E development was completed on an accelerated schedule. Elements included topographic survey, utility designation, and geometric, ADA and sidewalk, drainage, ESC, SWM, utility, traffic signal, ITS, signing, markings, and landscaping.

Virginia Avenue Protected Bike Lanes designed conceptual traffic engineering design for a two-way cycle track along Virginia Avenue NW between 18th Street and Rock Creek Parkway. Developed conceptual roll plans detailing parking impacts, two-way cycle track location, geometric changes, and any lane use configuration updates. Design was developed to incorporate proposed bicycle facilities on crossing roadways including G Street NW two-way cycle track and FHWA project on Rock Creek Parkway.

7th Street NW Busway designed a car-free roadway in the heart of downtown. The corridor was designed to allow buses, trucks, and bikes to use the corridor. Project elements included sidewalk extensions, micro-mobility corrals, red top meter modifications, and designated pickup/drop-off (PUDO), loading, and food truck zones. Maintenance of traffic and signing and marking plans were prepared.

STORMWATER AND DRAINAGE

JMT has a keen understanding of stormwater events and the need to carefully integrate critical infrastructure projects into the existing fabric of the landscape. We pride ourselves on our ability to work with clients to develop solutions that not only serve specific project needs, but create environments that are truly context-sensitive, sustainable, and are amenities to the communities they serve. JMT's water resource and civil engineers, landscape architects, environmental scientists and technicians are experienced in providing innovative stormwater management mitigation and retrofit solutions at the local, county, and State levels for both public and private clients. JMT's technical approach is to define and utilize the Best Management Practices (BMP), stormwater pollution prevention plan (SWPPP), to the Maximum Extent Practical (MEP). This approach consists of analyzing, assessing, budgeting, and identifying appropriate and cost-effective BMP solutions. **Together with our environmental and landscape architectural staff, we combine hydrology, hydraulics, water quality, ecology, and constructability to ensure sound sustainable designs with minimal disruption to the surrounding neighborhood.**

Services:

- H&H Analysis
- Hydraulic Modeling/Planning
- Master Watershed and Stormwater Modeling
- Stormwater System Rehabilitation/Capacity Improvements
- Development Review
- Stormwater Ordinance Review and Revisions
- Stormwater System Details and Specifications
- Floodplain Studies
- FEMA Coordination
- External Corrosion Control
- SWPP

Drainage Studies: Our team of highly qualified civil and environmental engineers is ready to provide innovative solutions to the City's drainage problems. JMT has a long track record of studying and developing detailed designs for clients across the county, including surface drainage designs for open and closed systems, stormwater management design, floodplain studies and management, hydraulic analysis, and more. JMT's strength is in the diverse project teams we assemble, our experience working with municipalities across the county and with a wide variety of permitting agencies gives us unique insight into challenges we may encounter. We are confident that the JMT team can meet any need the City has and provide high-quality solutions to any unique challenges that present themselves.

Tara Alexander, PE, CFM
Stormwater and Drainage Lead
Texas PE# 109548 | CFM# 3778-19N
BS / Civil Engineering

Percent of Time Assigned: 40% - 50%

Tara has over 23 years of experience in water resources engineering including roadway drainage design, storm water system design, culvert and inlet design, hydrologic and hydraulic analysis of drainage natural waterways, FEMA CLOMR and LOMR submittals, Water Pollution Abatement Plans (WPAPs), detention and water quality basin design, and complex hydrologic analysis using hydraulic routing in urban and rural environments. She has designed complex drainage for freeways, arterials, and collectors. She has a thorough understanding of drainage design criteria that includes determining peak runoff and designing culvert crossings, storm sewers, and inlets. She also has significant experience preparing hydraulic reports, drainage plans, and PS&E submittals.

Kelly Lane, City of Pflugerville, TX. Drainage Project Manager. To improve safety and accommodate current and future growth along the Kelly Lane Corridor, the City identified a roadway improvement project to widen Kelly Lane from a two-lane undivided roadway to a fourlane divided roadway from W. Falcon Pointe Boulevard to Moorlynch Avenue. JMT performed the schematic design, ROW determination, final construction plans, and specifications for the project. Tara provided hydrologic design oversight and performed complex hydraulic analysis.

The FEMA hydrology project was performed in 2016, prior to the Atlas14 updates to the rainfall depths. The hydrology for the Wilbarger Creek Watershed was updated and served as the basis for the hydraulic analysis at Vilamoura Street. The revised hydraulic study revealed the existing crossing was deficient, and the 100-year WSEL was overtopping Kelly Lane. Tara determined the 100-year flood would rise within the channel with updates to Kelly Lane and identified the limits for channel improvements in conjunction with additional relief structures at the bridge directly upstream of the crossing. Tara performed several crossing configurations at each roadway, and preliminary grading plans to provide the client with several cost-benefit solutions and the resulting hydraulic impacts of each.

The hydrologic analysis determined there would be additional peak runoff at the project outfalls at each location form increased impervious cover and shifting high points in the roadway. Tara provided a solution to the client for mitigating adverse impacts, by eliminating ponds and associated property acquisition to mitigate the increased 100-year WSEL.

GEOTECHNICAL

JMT's professional geotechnical engineering team is experienced in developing design recommendations for an extensive variety of projects. In addition to our design recommendations experience, our geotechnical engineers are experienced in construction inspection and testing, which allows for the **incorporation of recommendations and warnings of conditions into the design documents that should be expected during construction.** Our geotechnical lead will work with a local geotechnical engineering firm and will coordinate testing services, such as soil test borings, rock coring, test pits, in-situ testing and geophysical studies.

Services:

- Third Party Design Review
- Geotechnical Assessments
- Constructability Review
- Cost Estimates
- Scope of Work Development
- Technical Advisor

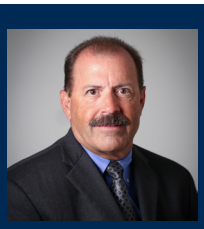
SITE DEVELOPMENT

JMT has experience preparing site design plans for a variety of projects. We have experience working with public clients and private developers. **We also have developed "outside the box" thinking to analyze projects for cost-saving measures** and have developed innovative design techniques to minimize impacts associated with the projects.

Services:

- Site Layouts, Design, and Conceptual Site Design
- Stormwater Management Plan: Grading and Drainage, CBPA compliance, and SWMF Design. Etc.
- Utility and Lighting Plans
- ADA Compliance
- Erosion and Sediment Control Plan
- Landscaping Plan
- Roadway Improvement Plans
- Utility Extensions
- Master Drainage Plan Updates
- Land Use Determinations and Preparations of Project Specifics
- Land Use Permits
- Easement Documents

Our experienced staff of professional engineers, planners, and wetland scientists frequently prepares comprehensive environmental studies, assessments, and designs, and develop site layout and grading to minimize impacts to environmentally sensitive areas (forests, streams, historical) and to minimize earthwork. JMT also incorporates LEED® principles into the site design.



Mike Leffler
Geotechnical Lead
Maryland PE# 13725
MS / Civil Engineering

Percent of Time Assigned: 40% - 50%

Mike has 44 years of experience in geotechnical engineering and construction inspection services. His experience includes the management of hundreds of projects and the development of field investigation programs including test boring/test pits, CPT, DMT, BST and PMT, geophysical, groundwater wells, permits to work in wetlands/waterways, geotechnical analysis and preparation of reports to provide geotechnical design for low to high-rise structures, sheet-pile bulkheads, piers, wharfs, site/consolidation/stabilization, soil, rock and reinforced slopes, and utilities.

Lake Montclair, Prince William County, VA: Principal Engineer. Responsible for oversight of subsurface investigation, which included test borings and piezometers, soil laboratory testing and geotechnical evaluation of existing 80-foot-high embankment dam to evaluate seepage on downstream slope and seepage into box culvert, which penetrated the embankment dam. Geotechnical evaluation consisted of review of available information, stability and seepage analysis to provide recommendations for additional drains to control seepage and mitigate erosion and for sealing leakage into the box culvert.

Gerardo Garcia, PE, CCM
Site Development Lead
New Mexico PE# 29301
MS / Construction Management
BS / Civil Engineering

Percent of Time Assigned: 40% - 50%

In addition to site development experience, Gerardo has more than ten years of experience in Construction and Project Management, planning and scheduling, contract compliance and administration, civil design, cost estimating, and quality control and assurance. He has a strong background in developing project schematics, design, technical specifications, scheduling, construction cost estimates, and contract bid packages.

Consolidated Rental Agency Complex, El Paso International Airport, Project Engineer. As the Project Engineer for civil design with elements of grading design, concrete and asphalt pavement design, storm sewer design, water line, and sanitary sewer design. He was also responsible for developing and preparing project schematics, project design, technical specifications, construction cost estimates, and contract bid documents, and coordinating with owners, subconsultants, staff, and utilities.

NATURAL GAS

JMT has successfully provided engineering services for natural gas infrastructure. Our engineers have completed pipe designs of various diameters and pressures. Recently, we completed the R-2588B Project for Dominion Energy North Carolina. It consisted of approximately 16,500 linear feet of 8-inch high-pressure steel pipe and 8,700 linear feet of 8-inch HDPE. For the same client, we also completed the Riverside Drive Gas Main Relocation Project. It included the design of approximately 790 liner feet of MDPE due to an emergency prompted by slope failure along the existing route. **Our engineers have the capacity to complete design work on planned projects but in emergency situations as well.**

Services:

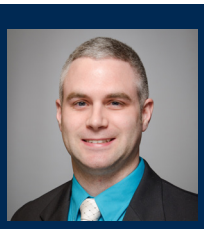
- Field Survey
- Subsurface Utility Engineering (SUE)
- Gas Utility Design
- Construction Drawings
- Computer Network Analysis
- Pipe Design

PROJECT MANAGEMENT AND INSPECTIONS

JMT has over four decades of experience in providing project management services for federal, state, and local government agencies. Our project management department offers a full array of management and support services including project and construction management, inspection, project scheduling and claims analysis. **We are recognized for our ability to aggressively anticipate potential problems and recommend solutions before projects are adversely affected**, enabling the City to maintain schedule, costs, and quality. As an engineering firm specializing in the planning, design, inspection, and project management of infrastructure projects, our experience includes both vertical and horizontal projects. JMT has administered project management and inspection for the City of Las Cruces during the 2018 Bond Program and is currently providing oversight and inspection for the RoadRunner Transit and Operations Center. Several of our project management contracts have been with repeat clients, which is indicative of their satisfaction with the quality of service we provide.

Services:

- Program, Project, and Construction Management
- Pre-Construction Services
- Procurement Support
- Design Review
- Utility Coordination
- Permitting Coordination
- Cost Estimating
- Schedule Management
- Value Engineering
- Construction Inspection
- Pay Application Review
- Change Order Review
- Earned Value Analysis



Steven Pickel, PE
Natural Gas Lead
PE# 135500 (TX)
BS / Civil Engineering - Environmental Concentration

Percent of Time Assigned: 40% - 50%

Steven brings 22 years of experience leading water utility clients who have relied on his creativity and reliability to deliver timely, expert, and economical results in their pipeline construction projects. His expertise encompasses design and CADD management roles and spans all aspects of planning and design for natural gas pipes. His leadership has brought success to a wide variety of projects that include condition assessment, rehabilitation, new installation, and design for replacements and relocations. Steven's expertise also includes strengths across the full range of trenchless pipeline design methods. His major water utility clients have trusted him to deliver a detailed peer review of designs prepared by other consultants.

City of Rockville, MD, Southlawn Office/Industrial Center Water & Sewer Utilities Extension, Rockville, MD. Designer. Designed 1,110 LF of 12-inch ductile iron water main. Completed the bid document drawings which contained plans and profiles and included water house connection tables and details. Designed a PRV and division valve vault associated with the project to 30% until it was separated from the water main design due to necessary coordination between the City of Rockville and WSSC.

Arturo Gonzalez, RA, GGP
Project Management and Inspection Advisor
Texas RA #11529 (TX)
BAE / Architecture

Percent of Time Assigned: 40% - 50%

Arturo is a Registered Architect in the State of Texas with 35-plus years of construction experience in architecture, project management, and project control. He understands projects from conceptual design, estimating, and material shop drawings to construction and delivery. He has experience with federal, industrial, residential, and educational projects within the public and private sectors. Arturo has managed multiple projects for institutional clients, including the City of El Paso, El Paso Water, Sun Metro, and the Housing Authority of the City of El Paso.

Arturo was the Program Manager for the 2018 GO Bond Program, City of Las Cruces and is the current Project Manager for the RoadRunner Transit and Operation Facility.

Additional Services and Tasks

Master Planning: Our firm is experienced in the preparation of master planning for various fields including transportation, utilities, and facilities. We can assist completing the full-blown master plan or complete individual tasks including capital planning and programming, facility assessment, GIS planning, alternatives analyses, asset planning and management, land use planning, stakeholder meetings, hydraulic modeling, cost estimating, process optimization, or cost estimating. For transportation, we are currently working with DoD, municipality, and state and federal agencies in improving agency GIS-planning capabilities by fully integrating GIS and data management into their planning systems. In several cases, our team built the data management system for our clients. Our team has the support of master planners, architects, traffic engineers, landscape architects, civil engineers, and urban designers, who work collectively to solve the largest of planning exercises on time. For utilities, one of our recent master plan engagements include the **Water System Master Planning & Capital Programming Project** for the City of Baltimore (MD). Our engineers will be able to help you with your master planning needs and we will make our local team ready to apply our company expertise to help you determine the utility needs for the short and long term.

Claims Reviews: JMT understands that not all claims are valid, and we evaluate each claim for entitlement first before performing a detailed analysis of cost or time. We first identify the type of claim submitted by the contractor such as differing site condition, superior knowledge, disruption, loss of productivity, ambiguity of specifications, defective specifications, design error, loss of efficiency and other owner related causes, which will guide our approach to defense. Our next step is to determine whether the claim has merit (the contractor is entitled to compensation). Only after merit has been established, based on the specific situation and case law, will we proceed to determine the quantum (time and costs) of the claim. This prudent approach results in the most cost-effective claims analysis services by not expending time and money on a detailed review unnecessarily.

JMT acknowledges that an effective claims review must be performed in a professional and timely manner, which clearly identifies the construction, legal, and financial issues involved, and evaluates their impacts on each construction claim under review. We will provide objective and valid conclusions that the City of Las Cruces can use to successfully resolve the disputes represented by the claims.

Our goal is to preempt or equitably resolve all issues as they arise. JMT will support the City of Las Cruces with claims that are not able to be resolved during the project. **The JMT Team employs licensed professionals that are industry experts and have testified as expert witnesses.**

Cost Management: JMT understands that budget and cost control are fundamental to the effective management of any project. The development of a comprehensive fee estimate for each assigned task is critical to reliably and accurately budget and track the project activities. JMT is well-versed in establishing detailed project budgets which include all the project costs and will integrate cost and schedule estimating tools into the project control system to ensure all tasks remain within budget. Throughout the planning process, the JMT Project Manager (PM) will participate and provide design and construction expertise to the planning team. The PM will focus on the following areas:

- Identifying preliminary project budgets and costs.
- Developing the project master schedule.
- Proactively identify challenges to mitigate budgetary impacts.
- Assist the City in receiving the greatest return on their investment.

Schedule Methodology: JMT places a very high priority on completing projects on schedule and within budget and implements customized project control systems to meet the needs of individual projects and tasks. Throughout the planning process, the JMT Project Manager will participate and provide design and construction development expertise to the planning team. The PM will focus on the following areas:

- Identifying preliminary milestones, restrictions, and design phasing.
- Set up project budgets and costs.
- Develop the project master schedule.
- Keeping a close eye on the critical and "near-critical" paths for trends before they impact the critical path.

The Project Manager will prepare and submit a baseline schedule for review and approval. JMT will develop schedules to mitigate anticipated delays by proactively identifying these critical milestones and incorporating steps early in the design process to address them. The baseline schedule is distributed to the project team and is used as a management tool to monitor and control the progress of the project. The schedule will be regularly reviewed at the weekly progress meetings.

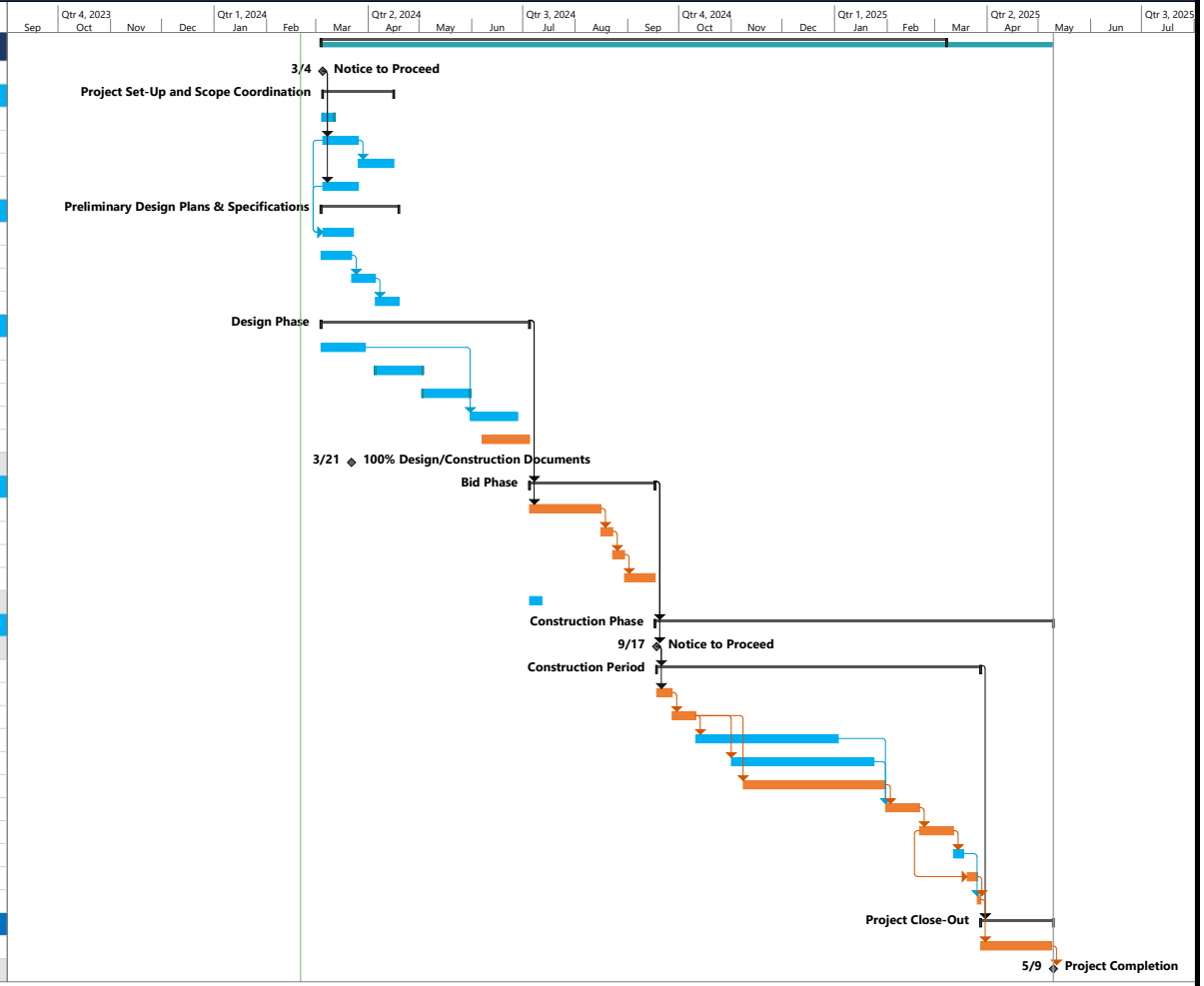
Quality Control/Quality Assurance: JMT will rely on discipline-specific engineers and senior technical reviewers to ensure our work receives an appropriate level of review by a seasoned professional. Our internal QA/QC review process is often performed in Bluebeam Studio to ensure all issues are resolved and quality control checks are completed. We use JMT's custom 5-Step Bluebeam Process, which follows:

1. Reviewers use custom JMT tools to place comments in Bluebeam or PDF docs.
2. Engineers accept, reject, or defer comments with detailed responses.
3. Designers address each comment marking them corrected.
4. Designers check each corrected comment and mark them backchecked.
5. Engineers complete the final review and mark each comment verified.

Project Schedule

GENERAL ENGINEERING SERVICES - SAMPLE SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Sample Engineering Project**	**265 days**	**Mon 3/4/24**	**Fri 3/7/25**
2	Notice to Proceed	1 day	Mon 3/4/24	Mon 3/4/24
3	**Project Set-Up and Scope Coordination**	**30 days**	**Tue 3/5/24**	**Mon 4/15/24**
4	Complete PMP	5 days	Tue 3/5/24	Mon 3/11/24
5	Preliminary Survey	15 days	Tue 3/5/24	Mon 3/25/24
6	Geotechnical Study	15 days	Tue 3/26/24	Mon 4/15/24
7	Preliminary Coordination	15 days	Tue 3/5/24	Mon 3/25/24
8	**Preliminary Design Plans & Specifications**	**34 days**	**Mon 3/4/24**	**Thu 4/18/24**
9	Development of Schematic Plans & Specifications	14 days	Tue 3/5/24	Fri 3/22/24
10	Client Review of Documents & Specifications	14 days	Mon 3/4/24	Thu 3/21/24
11	Modifications of Documents	10 days	Fri 3/22/24	Thu 4/4/24
12	Client Final Review of Documents	10 days	Fri 4/5/24	Thu 4/18/24
13	**Design Phase**	**89 days**	**Mon 3/4/24**	**Thu 7/4/24**
14	30% Design Submittal & Review	20 days	Mon 3/4/24	Fri 3/29/24
15	60% Design Submittal & Review	20 days	Fri 4/5/24	Thu 5/2/24
16	95% Design Submittal & Review	20 days	Fri 5/3/24	Thu 5/30/24
17	100% Design Submittal & Review	20 days	Fri 5/31/24	Thu 6/27/24
18	Final Submittal Review	20 days	Fri 6/7/24	Thu 7/4/24
19	**100% Design/Construction Documents**	**14 days**	**Mon 3/4/24**	**Thu 3/21/24**
20	**Bid Phase**	**52 days**	**Fri 7/5/24**	**Mon 9/16/24**
21	Draft RFP	30 days	Fri 7/5/24	Thu 8/15/24
22	Advertising Phase	5 days	Fri 8/16/24	Thu 8/22/24
23	Score and Selection	5 days	Fri 8/23/24	Thu 8/29/24
24	Proposal Recommendation to Client	12 days	Fri 8/30/24	Mon 9/16/24
25	**Award / Contract Execution**	**5 days**	**Fri 7/5/24**	**Thu 7/11/24**
26	**Construction Phase**	**169 days**	**Tue 9/17/24**	**Fri 5/9/25**
27	**Notice to Proceed**	**1 day**	**Tue 9/17/24**	**Tue 9/17/24**
28	**Construction Period**	137 days	Wed 9/18/24	Thu 3/27/25
29	Site Clearing, Grading & Demolition	7 days	Wed 9/18/24	Thu 9/26/24
30	Earthwork	10 days	Fri 9/27/24	Thu 10/10/24
31	Drainage Utilities	60 days	Fri 10/11/24	Thu 1/2/25
32	Sanitary Sewer Utilities	60 days	Fri 11/1/24	Thu 1/23/25
33	Water Utilities	60 days	Fri 11/8/24	Thu 1/30/25
34	Subgrade/Flexible Base	14 days	Fri 1/31/25	Wed 2/19/25
35	Curb & Gutter and Sitework	14 days	Thu 2/20/25	Tue 3/11/25
36	Asphalt Paving	4 days	Wed 3/12/25	Mon 3/17/25
37	Landscape	4 days	Thu 3/20/25	Tue 3/25/25
38	Pavement Markings & Signage	2 days	Wed 3/26/25	Thu 3/27/25
39	**Project Close-Out**	**31 days**	**Fri 3/28/25**	**Fri 5/9/25**
40	Substantial Completion/Punch List	30 days	Fri 3/28/25	Thu 5/8/25
41	**Project Completion**	**1 day**	**Fri 5/9/25**	**Fri 5/9/25**



Task, Split, Milestone, Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks, External Milestone, Deadline, Critical, Critical Split, Progress, Manual Progress

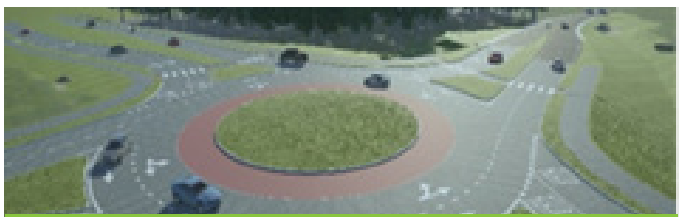
Page 1

Performance of the Firm

MCKINNEY ON-CALL ROADWAY DESIGN – RIDGE ROAD FROM US 380 TO WILMETH ROAD, TX

JMT has the expertise and experience required to support the City of Las Cruces with roadway design services. Our experience includes the design of residential, collector, and arterial improvements and we offer a broad range of services including alternatives analyses, parking lot, street lighting design, final plans preparation, specifications, cost estimates, bidding documents, as well as post design support. Our engineers also have extensive experience with intersections and alley improvements, and we are adept at preparing final design plans for streets and drainage improvements, traffic signals, signing and pavement markings, structures, ITS, environmental studies, permitting, and traffic control plans. Recently for the City of McKinney (TX), our roadway engineers completed the McKinney On-Call Roadway Design – Ridge Road from US 380 to Wilmeth Road Project. This $17.8 million four-lane divided urban arterial on new alignment, included twin 600-foot bridges over Wilson Creek and a multi-lane roundabout at Wilmeth Road. The alignment was adjacent to and parallel to an existing 36" wastewater and 33" water line.

As part of our services in this project, our team developed alternative alignments to minimize impacts to the existing utilities in conjunction with adjacent residential developments. We coordinated utility relocation efforts to ensure they would be incorporated within the project elements. Another project component was bridge design. It included a 10-foot sidewalk on both structures and allowed for ultimate widening to a six-lane section. Aesthetic elements were provided including decorative pedestrian handrails, form liners on columns and bent caps, painted substructure, and stone veneer monuments. with accent lighting. Another key project element was a multi-lane roundabout which is the first in McKinney. We evaluated turning radii, approach and departure geometry, and sweep areas to accommodate cars and trucks. Roundabout Layout sheets were prepared detailing joint layouts, curb offsets, spot elevations, contours, and signing and marking. A concrete truck apron was incorporated into the design with stamped and tinted concrete. The design was completed in 24 months.



Ridge Road Roundabout Rendering

Client Reference:

City of McKinney | Blake Sills, PE
972-547-3489 | bsills@mckinneytexas.org

TRAVEL FORECASTING, TRAFFIC ANALYSIS, AND ENGINEERING SERVICES, STATEWIDE, MD

This contract involves traffic engineering studies and travel demand forecasting, including development of existing and design year no build and build average daily traffic (ADT) volumes for planning and design projects.

Client Reference:

Maryland State Highway Administration
Lisa Shemer
410-545-5640
LShemer@mdot.maryland.gov
Client is more engaged by email connections.

Most projects involved using the MWCOG, BMC MPO, or MD Statewide Transportation models. Projects involved developer plan and traffic impact analysis reviews, arterial and freeway congestion management studies, IAPA reports (I-495 at MD 97), SHA Objective Statements, roundabout analysis using SIDRA intersection, safety analysis using the Highway Safety Manual including conducting pedestrian road safety audits (PRSA), active traffic management (ATM) strategies including TSMO, support the Highway Access Manual, regional impacts of developments (Westphalia Town Center), mesoscopic DTALite modeling for MD 43, performing capacity analysis using HCS, CLV, Synchro/SimTraffic, multi-hour Vissim computer modeling, signal warrant studies and roundabout analysis, crash analysis and safety studies, and conducting Maintenance of Traffic Alternative Analysis, developing presentations on traffic/safety concerns. Staff have provided on-site support. Supported PEL, NEPA, long-range planning, and feasibility studies.

TRAFFIC ENGINEERING SERVICES, DISTRICT 3 MONTGOMERY AND PRINCE GEORGE'S COUNTIES, MD

JMT delivers traffic engineering studies including traffic signal warrant/multi-way stop analysis, and left-turn phasing; review of development plans and traffic impact analysis for access management; traffic signal timing optimization using Synchro/SimTraffic; roundabout analysis using SIDRA intersection; corridor and intersection analysis; analysis of congested/high crash locations for the SHA Candidate Safety Improvement Program locations (CSIL/CSII) and Intersection Capacity Program (formally Congested Intersection Program) as part of the System Preservation Program; work zone traffic control reviews; and pavement marking/signing reviews. Traffic/pedestrian/bicycle data collection was conducted along with queuing measurements, speed studies, safety, and traffic calming, delay analysis, crash analysis, and capacity analysis. Provide on-site support and use ProjectWise, Microsoft Office, and MicroStation.

Client Reference:

Maryland State Highway Administration
Peter Campanides
301.513.7404

JOHN T. HICKERSON WRF DESIGN-BUILD IMPROVEMENTS, TX

The John T. Hickerson Water Reclamation Facility has a total capacity of 17.5 million gallons per day. Critical components of Treatment Train # 1 were due for rehabilitation for a total construction cost of nearly $30 million. The work included the replacement of key treatment infrastructure mechanisms for the headworks, clarifiers, aeration basins, and pumping rooms. The following main improvement tasks were performed while maintaining the plant fully operational:

- Large diameter sewer pipelines.
- Gas pipeline relocation.
- Concrete splitter box.
- Flow meters and vaults.
- Concrete pads.
- Crane system.
- Large cast-in-place concrete boxes.
- Structural rehabilitation.
- SCADA and instrumentation.
- Electrical panels.
- Odor control system.
- HVAC.
- Variable frequency drives pumps and motors.
- Standby power generators

JMT acted as the Owner advisor and was closely involved in this project from the planning phase, conducting tasks such as condition assessment of critical infrastructure before bid phase, performance specifications, construction cost estimates, and the preparation of bridging documents through the progressive design-build model, review of contractors' proposal, provided recommendations for the most qualified design-build contractor. JMT also provided overall project management, management of subconsultants, review of technical specifications, conducted progress meetings, reviewed design, completed earned value analysis, and negotiated guaranteed maximum price with the contractor.

John T. Hickerson WFP

Client Reference:

El Paso Water | Carlos Dominguez, PE
915-594-5697 | cdominguez@epwater.org

SE LOOP, SCHEMATIC AND PS&E, WILLIAMSON COUNTY, TX

JMT is at the forefront of stormwater management and water resources program development and implementation for drainage, storm, and FEMA flood studies. We pride ourselves on keeping our clients on the "cutting edge" of MS4 compliance, while managing the complexities and risks. Our experience defines our abilities and has provided us with valuable knowledge on what works, what can be streamlined, and what level of effort is just right. Our team provides services for erosion control, storm drainage, and hydraulic modeling while prioritizing design steps towards a final product that avoids, minimizes, and mitigates environmental impacts, maximizing the client's investment.

For the Williamson County SE Loop project, JMT led the highly complex drainage design which included 2 major FEMA crossings, minor culverts, detention, and dam coordination. The schematic design calculated 5.8 miles of the controlled-access facility including main lanes, ramps, frontage roads, and new roadway alignment; the PS&E portion included roadway improvements along the loop's corridor.

The H&H study was highly complex for this project and focused on major FEMA stream crossings, evaluating peak runoff at the outfalls, and comparing it to the new drainage pattern established with the roadway. JMT's team determined detention volumes to mitigate peak runoff back to existing conditions.

At the major FEMA river crossings, alignments were proposed to minimize floodway encroachment and assure no 100-Year water surface elevation increases outside the ROW. The schematic phase incorporated parallel drainage design (ditches and storm sewer trunklines) and subsequent PS&E analysis revealed the drainage patterns could accommodate more crossings, consequently translated into savings towards the ultimate build.

Client Reference:

Terron Evertson, PE,
Director of Roads & Bridges Division
512-943-3330
tevertson@wilco.org

Appendix

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Johnson Mirmiran & Thompson, Inc. (JMT)

Headquarters:
40 Wight Ave, Hunt Valley, MD 21030

El Paso Office:
404 Executive Center Blvd. El Paso, TX 79902

Authorized Signature
Melchor Herrera, PE, PMP, LEED AP
Typed or Printed Name
Senior Vice President
Title
mherrera@jmt.com
Email Address

Telephone number 915-351-1900 Fax number 915-351-1908

NM Tax & Revenue Dept. CRS # 03-359805-00-3

Current NM Secretary of State Business ID # 5244560 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 52-0963531 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

JOHNSON, MIRMIRAN & THOMPSON, INC.
72 LOVETON CIR
SPARKS, MD 21152-9202

July 4, 2021
NM Business Tax ID:
03-359805-00-3
Letter ID: L0402748848

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
16-Jun-2016	**03359805003-GRT**	**16-Jun-2016**
Business Location: **72 LOVETON CIR**		Business End Date
City and State: **SPARKS, MD**		Zip Code: **21152-9202**
Taxpayer Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Taxpayer Type: **Corporation**
Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
Mailing Address: **40 WIGHT AVE**		
City and State: **HUNT VALLEY, MD**		Zip Code: **21030-2059**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
16-Jun-2016	**03359805003-GRT**	**16-Jun-2016**
Business Location: **72 LOVETON CIR**		Business End Date
City and State: **SPARKS, MD**		Zip Code: **21152-9202**
Taxpayer Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Taxpayer Type: **Corporation**
Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
Mailing Address: **40 WIGHT AVE**		
City and State: **HUNT VALLEY, MD**		Zip Code: **21030-2059**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

11777278976579

El Paso Office
404 Executive Center Boulevard
El Paso ,TX 79902

www.jmt.com

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Johnson, Mirmiran, & Thompson, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

JOHNSON, MIRMIRAN & THOMPSON, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "F"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Kimley-Horn and Associates, Inc., of 1001 West Southern Ave, Ste 131, Mesa, AZ, 85210, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Kimley-Horn and Associates, Inc. 1001 West Southern Ave, Ste 131 Mesa, AZ 85210 ATTENTION: John Kissinger

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Kimley-Horn and Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 330.00
2	Project Engineer/Project Manager	$ 295.00
3	Senior Engineer	$ 240.00
4	Design Engineer	$ 205.00
5	Engineer Intern	$ 170.00
6	Engineering Technician	$ 150.00
7	Drafting Technician	$ 135.00
8	Survey Crew**	$ N/A
9	Construction Inspector/Observer	$ N/A
10	Administrative/Clerical	$ 130.00
11	Field Testing and Investigations	$ N/A
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$
16	Color Copies (per copy)	$
17	Prints 24x36 (per sheet)	$
18	Mylars 24x36 (per sheet)	$
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

PREPARED FOR

CITY OF LAS CRUCES

PROPOSAL FOR

General Engineering Services

RFP No. 23-24-051

FEBRUARY 27, 2024

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

February 27, 2024

City of Las Cruces
700 North Main
Las Cruces, NM 88001

Kimley-Horn
1001 West Southern Avenue, Suite 131
Mesa, AZ 85210

Re: Proposal for General Engineering Services, RFP No. 23-24-051

Dear Members of the Selection Committee,

The City of Las Cruces (City) is seeking a consultant to perform general engineering services that will support a variety of public needs ranging from roadway plans and right-of-way (ROW) coordination to transportation studies and electrical and utility design. Kimley-Horn is pleased to offer our multidisciplinary engineering and design services, which will enable the design of an array of multifaceted projects throughout the city. We have the relevant experience, quality team, and availability to provide the general engineering tasks associated with this on-call contract. **We are pleased to offer the City the following benefits in partnering with Kimley-Horn:**

Local Knowledge. Kimley-Horn has partnered with the City on several projects recently, providing the City with guidance on signal timing, lighting analysis, and traffic impact analysis projects. We will use our experience in working with City staff to focus on key issues facing the City and we will utilize our existing relationships with City staff to streamline communication and management. **There will be no learning curve at the onset of the contract, and our project team is prepared to hit the ground running.** Additionally, we are familiar with how the City prefers to communicate with its consultants and are well equipped to implement time-tested communication methods and project management approaches that meet the City's desire for in-depth and articulate consulting guidance.

Multidiscipline Planning and Design Services. We have assembled a broad team that offers the City local, technical experts in all of the major design tasks listed in the Request for Proposal (RFP). Our team includes experts in master planning, structural design, roadway/transportation and parking lot design, site development, electrical design, mechanical design, water/wastewater design, traffic planning, street lighting/photometrics, drainage studies and storm drainage, construction management, environmental assessments, and more. **Contract Manager Joel Varner and other key team members offer a proven track record of successfully coordinating stakeholder efforts involving municipalities throughout New Mexico, Arizona, and other surrounding states. With access to our vast network of national talented experts and design partners, we are able to quickly address any need the City has.** With Kimley-Horn, the City of Las Cruces truly has access to a one-stop shop for all general engineering tasks that may be encountered as a part of this on-call contract.

Planning and Design Expertise. Our team has experience in all phases of project development, from planning and conceptual studies to traffic and safety analysis to preliminary design and feasibility reports all the way through final construction documents and construction administration. **We are able to assist the City through the entire life cycle of a project, providing the City with a holistic approach to planning and design that provides consistency throughout the project process.** Regardless of what stage of a project's life cycle the City needs assistance with, the Kimley-Horn team is equipped to address all aspects of operations to best meet the needs of the City.

Kimley-Horn is in receipt of addendum one dated February 20, 2024. We appreciate the opportunity to submit our proposal and look forward to continuing our partnership with the City. We are confident in our qualifications and our ability to successfully deliver on assignments from this on-call. If you have any questions, please contact Joel at 602.906.1188 or at joel.varner@kimley-horn.com.

Sincerely,
KIMLEY-HORN

Joel Varner, P.E.
Contract Manager

John Kissinger, P.E., PTOE
Senior Vice President | Authorized Signer

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Kimley-Horn and Associates, Inc.

1001 West Southern Avenue, Suite 131

Suite 131

Mesa, AZ 85210

Authorized Signature

John Kissinger, P.E., PTOE

Typed or Printed Name

Senior Vice President | Authorized Signer

Title

john.kissinger@kimley-horn.com

Email Address

Telephone number 602.944.5500 Fax number 602.944.7423

NM Tax & Revenue Dept. CRS # 0206234700

Current NM Secretary of State Business ID # 1321967 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 56-0885615 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Evaluation Criteria No. 1: Technical Approach

A. Technical Approach

Civil engineering has been a cornerstone of Kimley-Horn's practice since our founding in 1967. We have knowledgeable professionals who are able to address every aspect of the needs of the City of Las Cruces (City) associated with general engineering, and other related fields that rely on these civil-related topics such as roadway and transportation. Kimley-Horn's professionals have successfully completed a wide range of projects for state, regional, and local agencies. **Our engineers will provide the City with various professional, technical, and customary services as they relate to the on-call tasks assigned by the City, including safety considerations and evaluations, roadway and congestion management, drainage, utilities, and more.** We do not just work to find solutions to the task we are selected to complete, but provide additional value to the project by thinking ahead to anticipate how given solutions will affect other aspects of the project. We work to get these items incorporated into the task schedule as needed, and we make it a priority to keep up-to-date on innovative and emerging technologies and methods and think outside the box to find creative solutions to tasks.

Assigning the Right Project Team

A big part of our approach to this General Engineering Services On-Call is assigning the right team for each project. The key is making sure that when you contact us that we provide the team that can serve you best. For example, if the project is highly specialized such as a structural forensics opportunity where there is structural building damage caused by stormwater flooding, the City needs a forensics specialist rather than a structural engineer whose career has been focused on primarily bridge and retaining wall design. Likewise, the City needs a team that has the capacity to effectively lead a given project and provide the City with exceptional service. Our proposed contract manager, Joel Varner, has managed similar civil engineering on-calls across the Valley over his 14-plus-year career, and knows the importance of matching the right team for each project. He has a strong understanding of the individual strengths of our proposed team members as well as other support staff at Kimley-Horn. Joel is also familiar with individual and team workload situations to ensure that the team assigned has the available capacity to serve the City effectively. When approached by the City with an on-call task, Joel will connect the right point of contact that is proficient, available, and cost effective based on the nature of the task.

B. Major Tasks to be Accomplished

Our team has served as on-call consultants for many municipalities over the years and we have developed an approach to making every task a successful one.

Our major tasks and goals for this contract include the following:

Being Flexible. We know that having a flexible approach is a critical need during on-call contracts. Our project team understands how to navigate changes to the project schedule, scope, budget, and other various unforeseen circumstances. Our team is knowledgeable and available to offer our consulting services if and when these changes arise.

Thinking and Acting as an Extension of the City's Staff. Our team will approach the City's projects as though we are part of your staff. We want to operate as one efficient unit, prioritizing your overall vision and goals. We anticipate acting in concert with the Las Cruces community and working to minimize constraints to the City's objectives.

Thinking Big Picture. We will look beyond the project, asking ourselves: *What is the ultimate goal?* We will help the City identify and procure outside funding whenever possible.

Being Creative. We will look for creative and innovative solutions and present them to the City throughout the projects that come out as part of this on-call contract. *One example of this includes when Kimley-Horn was tasked by the City to complete a signal timing and phasing evaluation at the closely-spaced intersections of Spitz Street/Three Crosses Avenue and Main Street/ Solano Drive. Our team found that without clustering the intersections together, the City could instead utilize fixed timing to accomplish the same result and be more flexible. This allowed the City to customize the signal splits while maintaining coordination between the two intersections. Kimley-Horn also provided additional recommendations at these locations to improve operations, including double-servicing a left turn and changing the phase order.*

Providing Community and Council Support. Outreach to the community can be as important as the design of a project. We can prepare all exhibits and media, present information to the community or council, or simply provide support for the City. Our public involvement team

is versed in community outreach and will work with the City to reach consensus among all stakeholders involved.

Communicate Continuously and Effectively. We continuously keep the City's Project Manager and major stakeholder abreast of all project-related activities. The City needs a consultant who is responsive and proactively communicates the status of tasks to keep the City informed. We also understand the importance of communicating with the City when potential changes arise that may impact the project budget or schedule, that way a mutually agreed-upon solution can be reached in a timely fashion.

Produce Quality Deliverables. Our team is committed first and foremost to delivering high-quality deliverables void of errors and omissions. Between pre-submittal quality control reviews through tracking major action items and providing detailed responses to the City's comments, we strive to create a quality experience for our clients.

C. Statement of Services

With this general engineering services on-call contract, it is essential that the City identifies a consultant who can provide a broad range of planning, design, and construction engineering services, a team of strong, experienced staff who are leaders in their design disciplines who can be trusted to deliver on very specific types of services, such as a airport design support, transportation planning, or modifying a FLO-2D model, a consultant with the resources and capabilities to deliver on high-profile and fast-paced projects for the City. Kimley-Horn's national network of experts and strong local presence make it an ideal selection for this contract. **Our team is pleased to offer the City the following services and expertise in the following disciplines, all of which are provided by our in-house team of engineers and planners.**

Master Planning

Kimley-Horn has been serving both public and private clients for their master planning, land use, and development projects for decades. We work with cities and counties on projects like fire stations, parks, court houses, and municipal buildings. We work with schools like Washington K-12 district in Phoenix, Maricopa Community Colleges, and Arizona State University (ASU), and many others. In healthcare we work with the Phoenix Veterans Hospital, and many small medical facilities, and we handle everything outside the buildings on the Mayo campuses.

We also work on many small national client and private land development projects like office parks, multi- and single-family residential, and retail. Our Phoenix office has the following disciplines all in-house under one roof:

- Landscape architecture
- Land planning
- Civil engineering
- Structural engineering
- Traffic impact analysis and studies engineering
- Stormwater quality and quantity engineering
- Environmental services
- Geographic Information System (GIS) planning
- Electrical engineering

Having this complete group of disciplines all together reduces the risk of design conflicts and schedule slippage, and allows us to provide solutions that are holistic to everything that involves the area outside the building. We know what it takes to build consensus on designs that are permittable and constructible.

Structural Design

Structural engineering is often integral to full-service civil engineering, and our structural engineers are experienced in bridge design, vertical structures design, industrial facilities planning, stormwater and water management structures, and design of municipal facilities and transportation-related structures. Our structural experience with steel beam and girder structures, post-tensioned box girders, and precast and conventional reinforced concrete, enables us to readily address your needs, schedule, and budget. Kimley-Horn offers you expertise in design, construction inspection, and evaluation of buildings, parking facilities, water control structures, bridges, signing and signal structures, and roadway structures.

Roadway, Transportation, and Parking Lot Design

The design of transportation facilities is foundational to what we do at Kimley-Horn. Since our inception, we have built a national reputation for delivering exceptional solutions to clients across various sectors, including public agencies, private developers, and transportation authorities. Our team of talented professionals brings a wealth of experience and expertise in transportation engineering, urban planning, and design. Over the years, we have successfully completed the design for thousands of miles of roadway projects, ranging from small-scale roadway improvements to large-scale transportation infrastructure

developments through every phase of the planning, preliminary design, and final design process. Our team has experience delivering conceptual alignment studies, conducting traffic and safety analyses, preparing project assessments (PAs) and design concept reports (DCRs), and construction documents. We have experience working with the Federal Highway Administration (FHWA) and understand the steps involved with federal processes and guidelines.

Kimley-Horn also offers a complete range of parking design and consultation services—from planning and feasibility studies to facility design, maintenance and restoration, and revenue/access control. Parking-related services represent a major part of our transportation-based practice. With more than 100 dedicated parking professionals across the country focused on four key parking components—strategic planning and management, design and construction, technology, and maintenance and restoration—our firm has provided parking services on more than 200 parking structures (150,000+ spaces) across the country in the last 15 years.

Site Development

Kimley-Horn's dedicated development services staff have participated with many local municipal clients since our founding. Typically, our work is related to plan checks for new developments within a municipality. Our staff has provided, and is currently providing, such services as checking plans to verify compliance with local agency standards; providing tracking of revised plans and status of plans in the plan check process; supporting developers and their engineers in their efforts to get plan approvals per agency standards; and general support to county and city engineering and public works staff. Our team of development services engineers can work as an extension of City staff to assist with development plan reviews, permit compliance reviews, development coordinaton, or even to help with master planning efforts. We are also well versed with public presentations, public coordination, and can assist with presenting to City Council as necessary to assist with communicating planned developments.

Electrical Design

Kimley-Horn's electrical engineering team has extensive experience in power and instrumentation design of new and existing water and wastewater facilities ranging from treatment facilities, lift stations, booster pump stations, and well sites. Our practice encompasses the design of control panels, ladder logic diagrams, power distribution and backup power, load summary and analysis, Piping and Instrumentation Diagram (P&ID) diagrams, Supervisory Control and Data Acquisition (SCADA) design plans, and backbone communications design for both exterior and interior projects. Our electrical team will create comprehensive designs keeping the customer in mind, while also conforming to all applicable codes and the City's design standards for seamless permitting and construction processes.

Mechanical and HVAC

Our mechanical engineering team is focused on designing energy-efficient and cost-effective systems for buildings ranging from manufacturing facilities, vehicle maintenance facilities, medical office buildings, lift stations, to multi-family residences. Our team is versed in the design of central plants, packaged air handling units, domestic water piping, sanitary waste and vent systems, natural gas, and other compressed gas systems. With the use of Revit, the mechanical team looks to design systems that not only satisfy the building code requirements, but provide systems that facilities staff will be able to maintain well of the entire life cycle of the building.

Water/Wastewater Design

Kimley-Horn brings a complete understanding of water/wastewater, and reclaimed water systems from the initial needs analysis and master planning to detailed design, construction phase services, and condition assessments. We have municipal experience in design and construction of a wide variety of projects, including planning and design of transmission and distribution pipelines; trenchless technology designs; right-of-way and easement coordination; utility coordination; pipeline rehabilitation; water/wastewater treatment facilities design; tanks and boosters design; lift station evaluation and design; flow monitoring; site security; and permitting. Many of our professionals are locally and nationally recognized in the field of lift stations, water/wastewater treatment membrane technology, and security management systems such as closed-circuit television (CCTV) surveillance, detection systems, field controllers, communications systems, and central control and monitoring.

Traffic Impact Studies and Transportation Modeling Studies

Kimley-Horn is a leading consultant in developing transportation plans, transportation/traffic modeling studies, corridor studies, operational studies, parking studies, bicycle and pedestrian plans, safety analyses, freight plans, general plans, and transportation impact studies. We have assisted

many local and state agencies in securing federal funding and developing transportation plans and programs for both short-term and long-range improvements. With expertise in conditions assessment, demand forecasting, environmental review, alternatives assessment, and cost-benefits analysis, Kimley-Horn has the experience to progress a project from the inception of a concept through the development and implementation of a plan.

Kimley-Horn also provides transit planning and engineering services throughout the U.S. From the largest regional agencies to small systems, Kimley-Horn's transit experts guide our clients through all phases of a project, from the early planning stages through final design and construction administration. For rural, urban, regional, and statewide transit systems, we provide comprehensive analysis, planning and design services, short- and long-term transportation plans, major investment studies, route planning, alternatives analysis, line-by-line analyses, on-board surveys, demand modeling, and environmental documentation. **Our team understands that all facets of the transportation system—streets, transit, bicycling, and walking—must work together to build vibrant, sustainable communities.**

Photometrics and Street Lighting Design

Kimley-Horn's electrical engineering team is well versed in providing detailed photometrics analysis and street lighting design for nearly all of our civil projects. Our experience includes designing and analyzing lighting for roadways, development sites, parking lots and structures, parks, pathways, sporting facilities, airport runways, and more. Our team regularly deals with electrical and lighting design considerations, including determining power requirements, utility coordination, stakeholder involvement, Leadership in Energy and Environmental Design (LEED) and conservation requirements, and investigating existing systems and their life expectancy. We are also familiar with the National Electric Code (NEC), Energy Conservation Codes, and LEED commissioning, and we bring that expertise to the project team. Many requirements govern the installation of electrical systems and we will incorporate those requirements into our designs. Our team is thoroughly experienced in all electrical engineering considerations that may be included in this on-call contract.

Drainage Studies, FEMA Flood Studies, and Storm Drainage

Kimley-Horn's surface water and drainage experience encompasses everything from traditional hydrologic/hydraulic analyses and design of storm drainage systems, culverts, and bridges to holistic urban watershed-based solutions that address flood control, water quality, aesthetics, and mitigation needs. Our team of experts have successfully completed projects nationally and across the Southwest, and we thoroughly understand arid region flood mitigation. Our surface water specific services include master planning, flood control design, hydrology and hydraulic analyses, complex two-dimensional modeling, Federal Emergency Management Agency (FEMA) permitting, floodplain mapping, and public involvement.

Kimley-Horn's expertise in these categories goes above and beyond in storm drain design and complex watershed master planning. Our storm drain design experience ranges from small systems to large flood control facilities. We have recently completed projects with storm drain up to 120" in diameter. We understand that the typical critical path for most storm drain design projects in utility identification, coordination, and relocation. Kimley-Horn has developed a scalable approach to minimize utility coordination and relocation delays as much as feasible to avoid project disruptions.

From a master planning perspective, Kimley-Horn has developed an approach for large and small watersheds that utilizes detailed 2D H&H (FLO-2D or HEC-RAS 2D) to initially identify hazards. We then engage the public and stakeholders with a robust outreach program to "ground truth" results. From there, we formulate conceptual alternatives that are implementable based on funding constraints and grant opportunities. This approach has worked well in securing grants and funding actual construction projects with attractive cost share programs for the local agency.

Environmental Surveys, Planning and Analysis

Our team, consisting of National Environmental Policy Act (NEPA) planners, biologists, environmental scientists, GIS specialists, and hazardous materials remediation specialists is structured to meet each task that could be involved in this contract. In addition, as a national firm, backed by over 7,400 employees in more than 120 offices around the country, we have the ability to meet the personnel needs of this contract. Environmental services provided include:

- Section 404/401 Permitting
- Preliminary Jurisdictional Delineations (PJDs), Approved Jurisdictional Delineations (AJDs), as well as individual and general (regional and nationwide) permit applications
- Biological Evaluations

- Habitat analysis, threatened and endangered species evaluations, and designing and conducting species-specific surveys
- Hazardous Materials Assessments
- Preliminary Initial Site Assessments (PISAs) and Phase I/II Environmental Site Assessments (ESAs)
- Section 4(f)/6(f) resources, environmental justice/ Title VI, prime and unique farmland, visual resources, floodplains, and sole source aquifers analysis
- GIS analysis
- NEPA Documentation
- Categorical Exclusions (CEs), Environmental Assessments (EAs), and Environmental Impact Statements (EIS)s

Any historical/archaeological/cultural resource assessments tasks will be completed by a qualified subconsultant.

Expert Witness

Kimley-Horn's forensic engineers and specialists apply accepted scientific and engineering principles to collect evidence and conduct the analysis to understand your case. Our licensed professional engineers are experts in evaluating claims related to property, buildings and/or building systems, vehicle crashes, premise liability, workplace accidents, fire causation, product failure, construction defects, structural failures, storm damage, and more.

Our advantage is in our experts' experience and understanding of the best strategy for the use of expert testimony coupled with the state-of-the-art engineering analysis. Our experts have the ability to provide clear answers in an efficient, timely manner, and to provide expert testimony when necessary. We have experts in mechanical engineering, civil engineering, and biomedical engineering providing analysis accepted in circuit and federal courts.

Insurance professionals and attorneys nationwide call on Kimley-Horn's experts with many years of practical experience, education, and specialized training. Kimley-Horn has more than 120 offices across the U.S. allowing our experts to draw on nationwide resources resulting in exceptional services. In addition, our experts are capable and experienced in providing vast technical data in a way that a jury can understand.

Project Management

Kimley-Horn's project management begins with a complete and thorough understanding of the project, including communication/coordination, assigned scope, schedule, budget, and quality control requirements. Effectively managing these functions throughout the development of projects is paramount and we consistently:

- Take ownership of task orders
- Conduct productive meetings
- Employ effective communication with project team and stakeholders
- Identify issues and resolutions early
- Provide alternatives/options and recommendations
- Determine action items and make decisions
- Monitor project budget and schedule
- Respond quickly to design and construction requests
- Build QC into every task

Public Participation and Involvement

Kimley-Horn is sensitive to the role of meaningful public involvement programs that enable area residents to establish their priorities. Public involvement determines the overall design program, funding strategies, and implementation priorities. Our expertise in providing a broad range of services helps to ensure the successful implementation of your goals while addressing the specific challenges that each project entails. Kimley-Horn is known for developing innovative project approaches that involve neighborhood and community participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. **Kimley-Horn is strongly committed to conducting public involvement programs that educate, inform, and build consensus for a particular solution. Each project is different in terms of the stakeholders and the critical issues involved; thus each public involvement program must be tailored to specifically address the project's needs.**

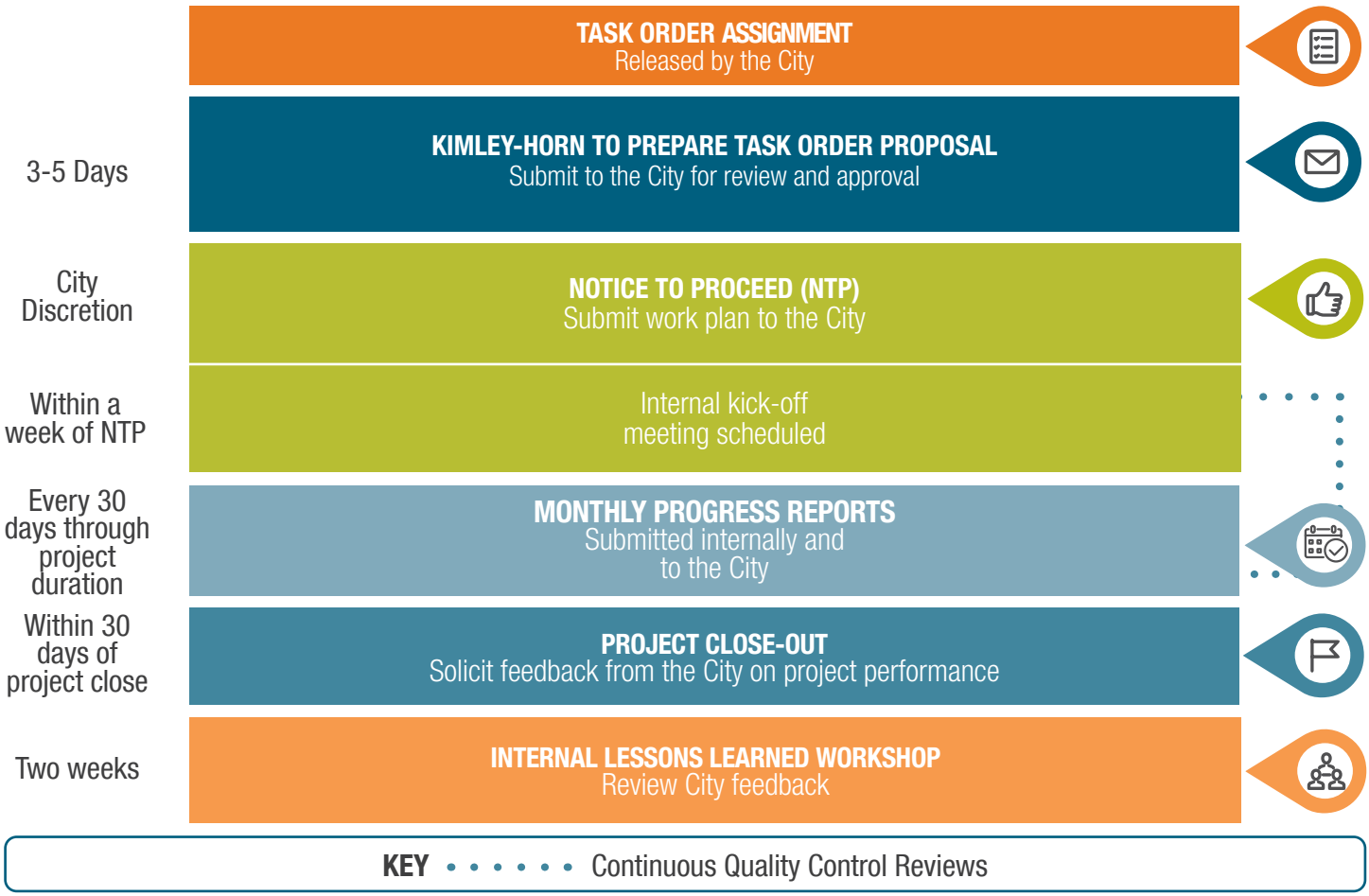
D. Project Schedule

Meeting project schedules is beneficial to both the City and critical stakeholders. Our team recognizes that control of the schedule is vital to the success of any project that may arise during the contract. Through communication with City staff, our team will work to create and define project requirements, recognize potential obstacles to success, identify possible opportunities to achieve additional value within the identified budget, and create a project work plan that allows us to accomplish the City's goals. We recognize that meeting schedule demands allows stakeholders to feel that their approval of the funding was a wise investment. Kimley-Horn has developed a process that ensures our team works in concert with the City to maintain a comprehensive schedule approach to on-call task orders. We include City staff in critical decision-making points so the project team and City staff can agree upon the best course of action to keep the project on track at all times.

Due to our access to Kimley-Horn's large network of experts, we can address sudden requests on a moment's notice. Because City staff may get short-notice requests, often requiring immediate attention, we can provide the City with fast response times and the necessary resources to respond to these often unanticipated and political projects. This may include providing the City with exhibits or cost comparisons within hours to satisfy the request. Establishing internal project schedule deadlines is a successful technique to track schedule progress and provides an opportunity to use additional resources, if necessary, to deliver the project on time. We will develop an internal submittal schedule for the project team that begins typically one to two weeks before the City's submittal deadlines. This internal schedule includes milestone deadlines such as internal independent Quality Assurance/Quality Control (QA/QC) reviews, distribution of QA/QC comments to the project team, and final edits to construction documents.

The graphic below details our typical approach to on-call task orders.

Figure 1: Task Order Approach



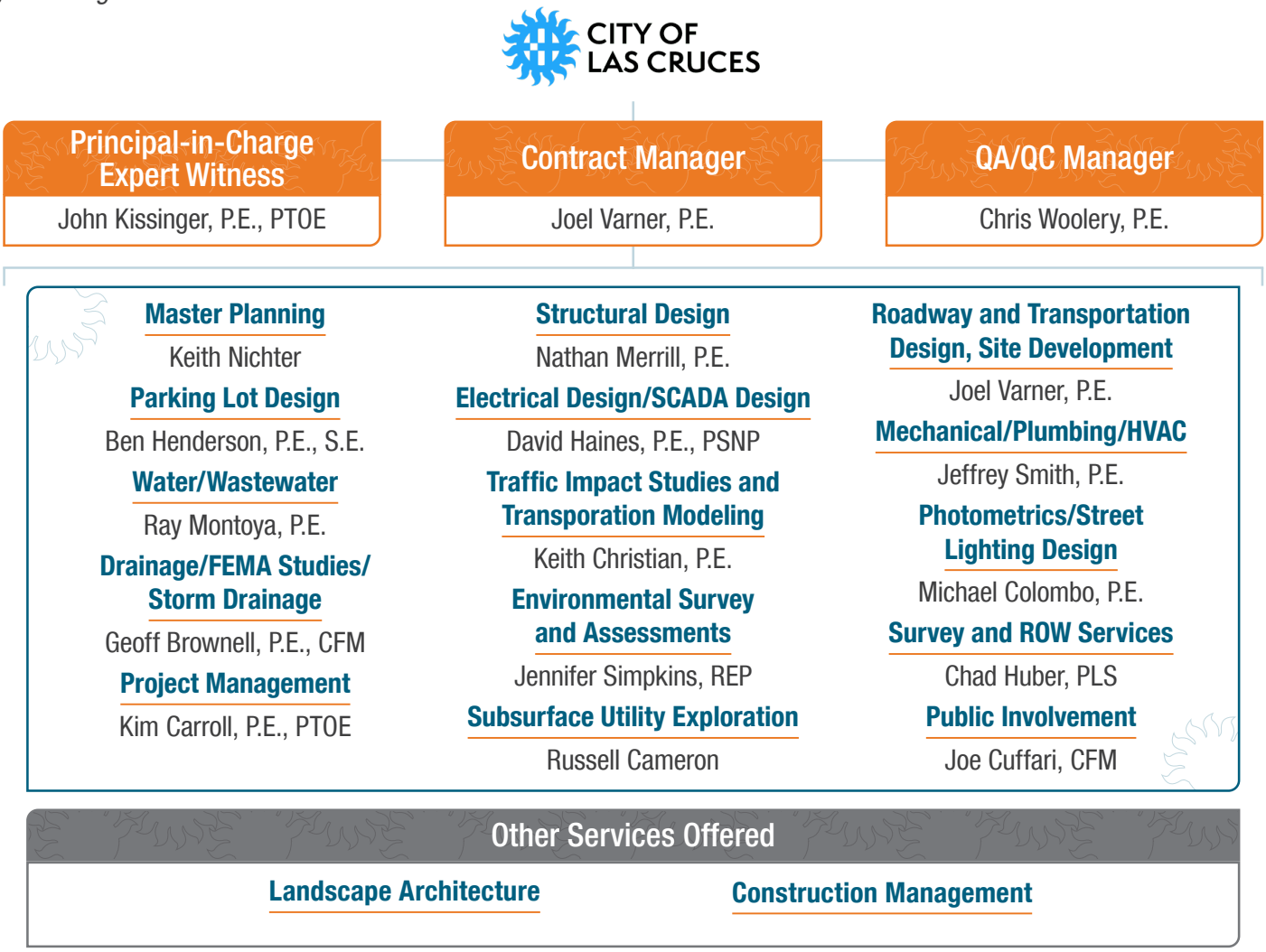
Evaluation Criteria No. 2: Qualifications and Competence

A. Key Personnel Qualifications

Our project team has been thoughtfully assembled to address all major design needs of this general engineering services on-call contract. As you review, please note that each team member provides technical expertise directly related to one of the major technical scope of work items identified in the RFP, and we are able to address all major design elements of this on-call contact with our in-house team of planners and engineers.

Below is our organizational chart, which details our project team and identifies key personnel and relationships among team members. This is followed by team bios with a description of experience, areas of competence, and a percent of time assigned to the project for our key personnel.

Figure 2: Organizational Chart



For additional information regarding professional licenses, please refer to the following five pages.

Team Bios

Joel Varner, P.E. // Contract Manager, Roadway and Transportation Design, Site Development

14 Years of Experience
14 Years with Kimley-Horn
Professional Credentials: **Professional Engineer in NM (Pending)**, AZ

Joel offers 14 years of experience in transportation and civil engineering. His main area of expertise is in municipal roadway projects, where he has experience managing multidiscipline designs and coordinating the geometric, structural, drainage, and traffic components of complex transportation projects. Joel contributes considerable design knowledge and strong software skills, and his previous responsibilities have included roadway geometry and Americans with Disabilities Act (ADA) design; pavement marking and striping layouts; preparation of final plans, specifications, and cost estimates; utility coordination; grading and drainage; and earthwork modeling. **As your Contract Manager, Joel will serve as the main point of contact for the City.**

Relevant Experience

- City of Phoenix, Engineering On-Call Services, Phoenix, AZ
- City of Goodyear, On-Call Services, Goodyear, AZ
- City of Glendale, On-Call Roadway Services, Glendale, AZ
- Coconino County, On-Call Engineering Services, AZ

John Kissinger, P.E., PTOE // Principal-in-Charge/ Expert Witness

37 Years of Experience
27 Years with Kimley-Horn
Professional Credentials: **Professional Engineer in NM (#25907)**, AZ, CA, ID, IL, IN, IA, KS, MN, MO, MT, NE, NV, OH, UT, WA, and WI; Professional Traffic Operations Engineer (PTOE)

John has 37 years of consulting experience designing roadway, traffic, and Intelligent Transportation Systems (ITS) projects. John's experience includes leading projects from the initial planning and feasibility study stages through final design and construction. He also is experienced in the public involvement process including city council and large group presentations, facilitation of open house meetings, and leading small group and one-on-one meetings. **As your Principal-in-Charge, John will provide general oversight of the project to see that your needs are being met and that you receive a high level of service. He is also available to serve as an Expert Witness, if needed.**

Relevant Experience

- City of Las Cruces, Signal Timing at North Main and Solano, Las Cruces, NM
- City of Las Cruces, Signal Timing at Missouri and Triviz, Las Cruces, NM

Chris Woolery, P.E. // QA/QC Manager

30 Years of Experience
12 Years with Kimley-Horn
Professional Credentials: Professional Engineer in AZ

Chris has 30 years of extensive experience in project management, engineering design, and construction. He has been responsible for the roadway design and utility coordination for numerous public projects throughout Arizona and surrounding states. His responsibilities have included the preparation of final design plans, specifications, and cost estimates; roadway design; grading and drainage design; water and sewer design; utility conflict identification and relocation; preparation of DCRs and PAs; coordination with city, county, and state agencies; and attendance at public meetings. **As your QA/QC Manager, Chris will be responsible for monitoring the quality of our performance on this contract.**

Relevant Experience

- City of Tucson, On-Call Traffic Engineering Services, Tucson, AZ
- City of Chandler, On-Call Civil Engineering Services, Chandler, AZ

Keith Nichter // Master Planning

20 Years of Experience
6 Years with Kimley-Horn

Keith brings over 13 years of local land planning, entitlement and development experience throughout the Southwest and is well known for his commitment to exceptional client service and dedication to delivering quality projects. With a diverse background delivering both private and public projects, Keith's relationships and expertise, combined with Kimley-Horn's depth of resources, provide an unmatched approach to full-service consulting.

Relevant Experience

- Pinnacle Land Development, LLC, Brody Square, Phoenix, AZ
- KB Homes, Cherry Gove Utilities, Boise, ID

Dave Haines, P.E., PSNP // Electrical Design/SCADA Design

31 Years of Experience
29 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#15988)**, AZ, CA, ID, KS, MI, MO, NE, NV, OR, TX, UT, and VA

Dave specializes in wide-area communications architecture design, communication equipment and ITS equipment technology assessments, fiber optic network design, local area network design, power distribution design, and roadway, intersection, parking, and lighting designs. He is experienced in software functionality writing, specification writing, plans package production, constructability evaluations, communication hardware integration, performing voltage drop and conduit percent fill calculations, performing illumination calculations, troubleshooting and repair of communication equipment, and construction support for fiber optic network installations.

Relevant Experience

- City of Las Cruces, Technical Support for Fiber Optic Network Architecture, Las Cruces, NM
- Arizona Department of Transportation (ADOT), Statewide Traffic On-Call, Statewide, AZ
- ADOT, Apache Junction ITS Strategic Plan, Statewide, AZ

Jeffrey Smith, P.E. // Mechanical/Plumbing/HVAC

10 Years of Experience
3 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#27374)**, AZ, AL, AR, CA, FL, ID, KY, LA, MS, TN, TX, UT, and WA

Jeff has 10 years of experience in mechanical, plumbing, and energy engineering providing services from conceptual design, through construction for projects ranging from renovations to new construction on large commercial, tenant improvement, city, higher education, and healthcare projects. Jeff's experience includes designing heating, ventilation, and air conditioning (HVAC) and plumbing system designs as required to produce permit and construction drawings. His responsibilities include but are not limited to, determining and specifying HVAC and plumbing systems and performing a cost-benefit analysis, heat load calculations for building load and system calculations for indoor heating and cooling systems, and pressure loss calculations for piping and air duct systems.

Relevant Experience

- City of Mesa, On-Call Mechanical Engineering Services, Mesa, AZ
- City of Coolidge, On-Call Mechanical Services, Coolidge, AZ

Ben Henderson, P.E., S.E. // Parking Lot Design

19 Years of Experience
17 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, CO, IN, IA, MI, MN, MT, NE, NJ, TX, WI - P.S.E. in AZ, IL, NV, UT, WA

Ben has 19 years of structural engineering experience designing and supporting the construction of a broad range of structure types for developers, private clients, airports, transit facilities, DOTs, municipalities, and universities. Some of the structure types that Ben has designed include low-rise buildings, parking structures, pedestrian and vehicular bridges, boardwalks, foundation systems, canopies, box culverts, retaining walls, sign and signal structures, and other miscellaneous structures. In addition to his experience with the design and construction of new structures, Ben specializes in structural rehabilitation, remediation, and durable structural design that provides his clients additional assurance of projects with lower life cycle costs and desired design life.

Relevant Experience

- Capital City Development Corporation, On-Call Parking and Mobility Services, Boise, ID
- Pima County Community College, On-Call Structural Services, Pima County, AZ

Ray Montoya, P.E. // Water/Wastewater

26 Years of Experience
8 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#20889)**, AZ, HI, NV, and UT

Ray has 26 years of experience in the water/wastewater industry. He has prepared water and sanitary sewer improvement plans, water and sewer hydraulic computer models, master water and sewer studies, and water reuse system plans. His experience includes a wide range of projects in the water/wastewater industry including pipelines, pump stations, pressure-reducing stations, and various preliminary and detailed design reports. He has experience in pipeline and utility design utilizing alternative construction methods, including pipe bursting, slip lining, micro-tunneling, and directional drilling.

Relevant Experience

- City of Tucson, On-Call Transmission Mains, Tucson, AZ
- City of Las Vegas, Wastewater Treatment On-Call Services, Las Vegas, NV

Keith Christian, P.E. // Traffic/Impact Studies and Transportation Modeling

11 Years of Experience
11 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#27998)**, AZ, and ID

Keith offers 11 years of experience having worked on a wide variety of traffic engineering, planning, and traffic systems design projects for public and private agencies. His projects involved obtaining and analyzing traffic data, creating macro and microsimulation traffic models, optimizing signal timings, assisting agencies with implementation and fine tuning, and providing recommendations and a final report. Keith's experience also includes transportation performance measures, traffic forecasting/analysis, and multimodal transportation planning/engineering.

Relevant Experience

- City of Las Cruces, Lohman Avenue Retiming Phases 1 and 2, Las Cruces, NM
- City of Las Cruces, Traffic On-Call Services, Las Cruces, NM

Michael Colombo, P.E. // Photometrics/ Street Lighting Design

20 Years of Experience
19 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, CA, and IL

Michael has 20 years of experience specializing in electrical power distribution, lighting, security, and communications. His experience includes performing photometric lighting calculations, electrical load calculations, outside plant conduit and conductor infrastructure, and specification writing. He has participated in the design of park lighting, pedestrian pathway lighting, and roadway lighting for freeway and arterial streets, as well as the design of power distribution systems for various types of infrastructure improvements.

Relevant Experience

- City of Scottsdale, Electrical On-Call Services, Scottsdale, AZ
- City of Mesa, On-Call Electrical Engineering Services, Mesa, AZ

Geoff Brownell, P.E., CFM // Drainage/FEMA Studies/ Storm Drainage

25 Years of Experience
5 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, CA, and NV, Certified Floodplain Manager (# 02-00581)

Geoff will call upon his 25 years of experience in drainage design, flood hazard analyses, and flood hazard mitigation. Geoff has served on numerous large and small drainage and floodplain studies, ranging from small storm drain improvements to large-scale master plans. He has led many projects developing one- and two-dimensional hydrology and hydraulic models for river systems, local and regional watersheds, and land development. As a former FEMA contractor, Geoff is also an expert in large floodplain mapping studies, map revisions, and the Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) process.

Relevant Experience

- City of Goodyear, On-Call Plan Review, Goodyear, AZ
- City of Scottsdale, On-Call Stormwater Services, Scottsdale, AZ

Jennifer Simpkins, REP // Environmental Survey and Assessments

23 Years of Experience
23 Years with Kimley-Horn

Professional Credentials: Reg Environmental Professional (REP)

As a Senior Environmental Scientist, Jennifer has 23 years of experience in managing environmental regulatory compliance issues for both the private and public sectors. She is experienced in preparing biological evaluations including habitat analysis, threatened and endangered species evaluations, and designing and conducting species-specific surveys. She is also well versed in Section 404 permitting with extensive experience preparing PJDs, AJDs, as well as individual and general (regional and nationwide) permit applications. Jennifer has experience in conducting PISAs and ESAs. Her NEPA experience includes CEs, EAs, and EISs.

Relevant Experience

- City of Phoenix, Natural and Cultural Resources On-Call, Phoenix, AZ
- ADOT, Environmental On-Call Services, Statewide, AZ

Russell Cameron, PMP // Subsurface Utility Exploration (SUE)

21 Years of Experience
1 Year with Kimley-Horn

Russell is a construction and project management professional with 21 years of experience combining operational management, business development, and customer service expertise to maintain cost control levels while providing exceptional service in competitive domestic and international business markets. His expertise is with SUE, particularly focusing on utility designating, utility potholes, and utility relocation for all types of design projects pertaining to roadway, drainage, and new-build designs.

Relevant Experience

- Maricopa County, On-Call SUE Services, Maricopa County, AZ
- City of Mesa, SUE On-Call Services, Mesa, AZ

Chad Huber, PLS // Survey and ROW Services

30 Years of Experience
2 Years with Kimley-Horn

Professional Credentials:
Professional Land Surveyor in AZ, CO, and NV

Chad is a professional registered land surveyor with 30 years of experience working on projects in the public, private, site civil, and energy sectors. His experience includes boundary surveys, American Land Title Association (ALTA)/National Society of Professional Surveyors (NSPS) surveys, right-of-way (ROW) plans, and drafting. Chad provides oversight on all survey projects including the research, analysis, design, and documentation of survey results. His responsibilities also included cost estimates, project budgets, construction calculations, field notes, oversight of survey staff, and business development.

Relevant Experience

- Arizona State Land Department On-Call ALTA Land Surveying Services, AZ
- Town of Paradise Valley, Mockingbird Lane Final Design, Paradise Valley, AZ

Kim Carroll, P.E., PTOE // Project Management

31 Years of Experience
10 Years with Kimley-Horn

Professional Credentials: Professional Engineer in AZ, LA, and UT; Professional Traffic Operations Engineer

Kim has 30 years of civil engineering design experience. She brings a wide variety of experience including roadway/intersection design, transportation planning, traffic studies, pedestrian/bicycle path design, ADA ramp evaluation and design, traffic signal operations, traffic signal design, pavement marking and signing design, and construction phasing. She has overseen and delivered federally funded projects, including utility relocation and clearances, right-of-way clearances, environmental clearances, and material clearances. She has experience working on design-bid-build, job order contracting, design-build, and construction manager at risk delivery methods.

Relevant Experience

- Town of Prescott, On-Call Traffic Engineering Services, Prescott, AZ
- City of Chandler, On-Call Transportation Services, Chandler, AZ

Nathan Merrill, P.E. // Structural Design

13 Years of Experience
9 Years with Kimley-Horn

Professional Credentials: **Professional Engineer in NM (#26293)**, AZ, CO, and NV

Nathan has 13 years of experience in structural engineering design, construction, inspection, and plan development of various government and private-sector structures and bridges. His bridge design experience includes reinforced concrete, precast/pre-stressed concrete, steel girder, and various pedestrian bridges, as well as concrete and steel superstructure rehabilitation and replacements.

Relevant Experience

- ADOT, On-Call Bridge Scoping Services, Statewide, AZ
- City of Buckeye, Structural On-Call Services, Buckeye, AZ

Joe Cuffari, CFM // Public Involvement

13 Years of Experience
1 Year with Kimley-Horn

Professional Credentials: Certified Floodplain Manager (CFM)

With 13 years of expertise in construction, architecture, and engineering projects, Joe is a highly experienced public involvement coordinator with a proven track record in coordinating public engagement activities for a local government agency. His extensive background encompasses strategic outreach planning, development of collateral and mailings, stakeholder coordination, public messaging, and serving as a point of contact for constituents. He demonstrates a genuine willingness to listen to the concerns of impacted residents and effectively collaborates with project managers to identify agreeable and beneficial solutions, ensuring project success.

Relevant Experience

- City of Tucson, Bilby Road Modernization, Tucson, AZ
- Santa Cruz County, Patagonia Flood Mitigation, Santa Cruz, AZ

The table below summarizes our key personnel's percent of time assigned for this contract.

Percent of Time Assigned To Contract

Key Personnel	% Assigned
Joel Varner, P.E.	60%
John Kissinger, P.E., PTOE	20%
Chris Woolery, P.E.	15%
Keith Nichter	35%
Dave Haines, P.E., PSNP	30%
Jeffrey Smith, P.E.	50%
Ben Henderson, P.E., S.E.	45%
Keith Christian, P.E.	60%
Michael Colombo, P.E.	55%
Ray Montoya, P.E.	70%
Jennifer Simpkins, REP	45%
Geoff Brownell, P.E., CFM	60%
Russell Cameron, PMP	60%
Chad Huber, PLS	60%
Kim Carroll, P.E., PTOE	45%
Nathan Merrill, P.E.	55%
Joe Cuffari, CFM	60%

Our team prides itself on its ability to be highly responsive and readily available to meet the needs of our clients. We understand the importance of timely communication and are committed to providing quick and efficient responses to inquiries and requests. Whether it is addressing a concern, providing updates on a project, or offering guidance, our team is dedicated to being accessible and responsive at all times. We prioritize clear and concise communication, ensuring that our clients receive the information they need in a timely manner.

Additionally, we embrace collaboration and growth, always striving to enhance our knowledge and skills to better serve our clients. While we value a light-hearted and positive approach, we never compromise on the accuracy and value of our responses. If there is ever a question or situation where we do not have an immediate answer, we will openly communicate this and work diligently to find the information needed.

Overall, our team's ability to be responsive and available stems from our commitment to exceptional client service and creating an environment where our people can flourish.

B. Contact Information and Roles for Firms Responsible for Contract Administration

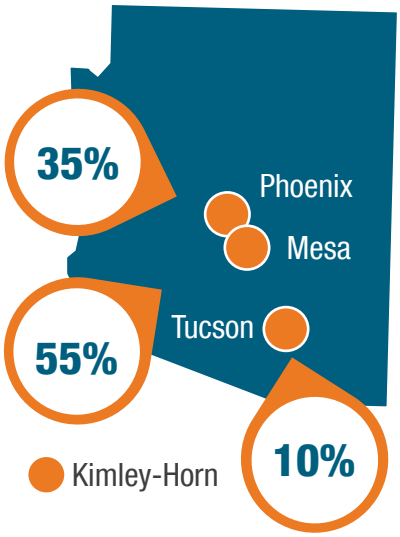
Kimley-Horn's contact information and areas of responsibility are shown below. Hiring subconsultants on an as-needed basis is one of Kimley-Horn's strategic approaches. This flexible model allows us to bring in specialized professionals on a project-by-project basis, tailoring our team to meet specific client needs.

Firm Name and Principal Member/Address	Areas of Responsibility
Kimley-Horn **Contract Manager:** Joel Varner, P.E. **Phone:** 602.906.1188 1001 West Southern Avenue, Suite 131, Mesa, AZ 85210 **Principal-in-Charge:** John Kissinger, P.E., PTOE **Phone:** 602.944.5500 7740 North 16th Street, Suite 300, Phoenix, AZ 85020	**Planning and Design for:** Master Planning, Structural Design, Roadway, Transportation, and Parking Lot Design, Site Development, Electrical Design, Mechanical Design, Water/Wastewater, Traffic Impact Studies, Photometrics/Street Lighting Design, Drainage Studies, FEMA Flood Studies, Storm Drainage, SUE, Survey and ROW, Plumbing and HVAC, Environmental, Project Management **Additional:** Expert Witness, Public Involvement

"We have no reason to exist except to serve our clients"
Ed Vick, President, Kimley-Horn and Associates, Inc. 1972-1992

C. Location and Percentage of Work to Be Performed

The Kimley-Horn Mesa and Phoenix offices in Arizona will perform the majority of work for this contract. **Below, we have included a graphic to represent the percentage of work to be performed at each office location, which is based off of where team members sit and operate.**



D. New Mexico Registration

John Kissinger, P.E., PTOE is a Professional Engineer in New Mexico (#25907). He will be responsible for and in direct charge of the work taking place for this on-call contract.

As Contract Manager, Joel Varner, P.E. has demonstrated the knowledge and skills in the field of engineering and is actively working towards obtaining licensure in the state of New Mexico in addition to his currently active licensure in the state of Arizona. While his license is pending, he is still able to practice engineering under the supervision of John Kissinger, a licensed professional in New Mexico.

Other team members are registered in New Mexico, as identified in the Team Bio's section on pages 8-12.

Kimley-Horn has previously executed multiple agreements with the City of Las Cruces. We are confident that we will be able to reach mutually agreeable terms and conditions. We kindly request the City consider the following minor modifications:

- RFP, Page 10, F. Insurance Requirements, 1. Professional Liability: Professional Liability insurance is per claim, not occurrence.
- RFP, Page 10, 7.: Kimley-Horn cannot name the City as additional insured on workers' compensation and professional liability insurance.
- Professional Services Agreement, page 5, 18. Indemnity and Limitation: Strike "in whole or in part" all three times it appears in lines 3-4 and replace with "solely" as we have done in previously executed contracts with the City.

Evaluation Criteria No. 3: Performance of the Firm

Similar Experience

Kimley-Horn has successfully delivered on hundreds of general engineering projects nationwide. **Below, we have included some of our most relevant experience accompanied by the client contact person for each project.**

City of Tempe, Kyrene Road/Roosevelt Street/Farmer Avenue Bicycle and Pedestrian Improvements // Tempe, AZ

Kimley-Horn was selected by the City as the prime consultant for providing preliminary design services for this bicycle and pedestrian improvement project. The overall goal of this project is to transform an approximate 3.5-mile corridor into a signature BIKEiT Boulevard route for better multimodal connectivity. Improvements focused on providing a low-stress, multimodal route between Baseline Road and University Drive along Kyrene Road, Roosevelt Street, and Farmer Avenue. Project improvements include a cycle track, separated bike lanes, wayfinding, traffic and pedestrian signalization, lighting, landscape, and improved ADA circulation. Our final deliverable includes preliminary (30%) plans, cost estimate, and a PA report, and we recently have begun the development of Final Design construction documents.

Key Similarities: Roadway/transportation design, water/wastewater design, traffic safety analysis, drainage design, environmental assessment, geotechnical assessment

Contact Person: German Piedrahita, Senior Civil Engineer german.piedrahita@tempe.gov 480.350.8160

Broadway Road (Phase 1 - Mesa Drive to Stapley Drive) // Mesa, AZ

Kimley-Horn completed the planning and design of new high-pressure (HP) and intermediate-pressure City gas lines and 12-inch and 20-inch water pipelines within the congested corridor. This roadway segment consists of numerous existing, aging City gas, water, and sewer facilities, and numerous private utilities, which limited options for the new City water infrastructure. Kimley-Horn worked with City staff to develop and evaluate pipeline alignment alternatives; construction sequencing; traffic control; and adjacent property owner impacts. Kimley-Horn managed the design of HP and intermediate gas line improvements, including HP gas regulating stations, service lines, and meter replacement.

Key Similarities: Signal studies, traffic signal system coordination, safety studies, general studies, water/sewer design, roadway/transportation design, electrical design, street lighting

Contact Person: Craig Alteri, Project Manager craig.alteri@mesaaz.gov 480.644.2667

Similar Experience - Cont.

City of Goodyear, Recreation Center // Goodyear, AZ

Kimley-Horn worked with the City of Goodyear to provide master planning, final design, and construction phase services for the new ground-up recreation campus, which comprises a 30-acre community park, recreation center, aquatics facility, and 50-acre city park. The facility includes multi-use rectangular fields, two baseball fields, sport courts, multi-use pathways, restroom buildings, and parking areas. A featured element of the Goodyear Recreation Campus is an innovative playscape with slides integrated into hillslopes, topographic changes, and community-inspired elements.

Kimley-Horn provided MEP engineering for all phases of design and construction for the recreation center, aquatics building, maintenance building, restrooms, and the recreation campus. The mechanical design services included an HVAC design consisting of packaged rooftop units, evaporative coolers and split systems, exhaust fans, and a building automation system. The electrical design included electrical distribution; power; interior, exterior, site, and high-mast sports lighting and controls; fire alarms; and coordination with the City's partners for the telecommunications and audio and visual (A/V) systems design. The site included park lighting, sports field lighting, and restroom power. The buildings included electrical engineering for the pool, the building lighting, and power systems. The plumbing design services included domestic water, waste and vent, storm, and natural gas systems.

Key Similarities: Mechanical/HVAC, electrical design, street lighting, utilities, structural, transportation design, parking

Contact Person: Walt Kinsler, CIP Manager walter.kinsler@goodyearaz.gov 623.882.7959

In addition to the above-highlighted projects, our team has direct recent experience working with City staff on projects for the City of Las Cruces. **Shown below are our most recent contracts with the City, all of which were worked on by members on this on-call team.** We look forward to continuing our excellent working relationship with the City of Las Cruces as a part of this on-call contract.

Kimley-Horn - City of Las Cruces Project Experience:
Lohman Street Signal Retiming Phase 1
Lohman Street Signal Retiming Phase 2
Safe Streets and Roads for All (S4A) Grant Application
Fiber Support for Network Architecture
Third-Party Traffic Impact Analysis Review
High-Mast Lighting
Missouri Street and Trivits Street Retiming
North Main Street Retiming
Utility Locates IFB

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Kimley-Horn and Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "G"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Molzen Corbin and Associates, of 1155 Commerce Dr, Ste F, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Molzen Corbin and Associates 1155 Commerce Dr, Ste F Las Cruces, NM 88011 ATTENTION: Kevin W. Eades

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MOLZEN CORBIN AND ASSOCIATES

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Molzen Corbin & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260.00
2	Project Engineer/Project Manager	$ 240.00
3	Senior Engineer	$ 220.00
4	Design Engineer	$ 165.00
5	Engineer Intern	$ 135.00
6	Engineering Technician	$ 140.00
7	Drafting Technician	$ 110.00
8	Survey Crew**	$ 225.00
9	Construction Inspector/Observer	$ 95.00
10	Administrative/Clerical	$ 75.00
11	Field Testing and Investigations	$ 110.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.11
16	Color Copies (per copy)	$ 1.00
17	Prints 24x36 (per sheet)	$ 3.00
18	Mylars 24x36 (per sheet)	$ 10.50
19	Photo Quality Plots (per plot)	$ 5.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

MOLZENCORBIN

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N Main
Las Cruces, NM 88001

RE: General Engineering Services, RFP 23-24-051
(We are in receipt of Addendum 1, dated February 13, 2024.)

Dear Members of the Selection Advisory Committee:

Molzen Corbin is pleased to present this proposal to provide General Engineering Services to the City of Las Cruces. Our Las Cruces branch has served the City for 40 years, designing your roadway, water system, wastewater system, and drainage improvements. We have been honored to partner with the City of Las Cruces and hope to never take our relationship for granted. We work hard to be **your Go-To-Firm**, not simply because we are local, but because we provide the highest quality professional engineering services the City requires. Our ability to deliver is based on the following strengths:

- **Team Continuity:** Molzen Corbin has numerous senior engineers and architects that you are familiar with that have more than 40 years of continuous experience in the City of Las Cruces. You will not be dealing with new faces after the contract is signed. Our workforce is reliable, empowered, and motivated to once again serve the City of Las Cruces and we see our own success directly tied to Las Cruces' success.
- **Local Knowledge Base:** Molzen Corbin's engineers and architects are familiar with most of the City's infrastructure needs. Because of our diverse local experience in water, wastewater, gas, transportation, stormwater, and facilities, and our knowledge of your current infrastructure and future needs, we believe that Molzen Corbin is an ideal choice for this on-call contract.
- **Maximum Value for the Money:** We are more than a consultant—we become your partner in seeking opportunities to economically grow Las Cruces because of our vested interest. Molzen Corbin offers the City the best of both worlds: high-quality, high-value projects delivered from a local office. Our resources are used to ensure that every project, conversation, and task delivers value to the City of Las Cruces.

We trust that the following submittal underscores the unique knowledge and benefits of the Molzen Corbin Team. We look forward to continuing our successful relationship with the City of Las Cruces.

Sincerely,
MOLZEN CORBIN

Kevin W. Eades, PE
President and Chief Executive Officer

Table of Contents

TECHNICAL PROPOSAL

1. Technical Approach to the Project 1

2. Qualifications and Competence of Team 8

3. Performance of the Firm with Previous Clients.....13

RFP Compliance Declaration
Resident Business Certificate
City of Las Cruces Business Registration Certificate

1. Technical Approach to the Project

About Molzen Corbin

Molzen Corbin is a nationally ranked firm with deep roots in this State. We have provided a diverse portfolio of engineering services to New Mexico's public entities since 1960. Molzen Corbin has a successful branch office in Las Cruces, and has served the City for over 40 years. Our strong track record for the delivery of high-quality projects on time and within budget is reflected in the fact that 90% of our business comes from repeat clientele. A majority of the clients we began with 64 years ago are still with us today on a retainer basis.

Technical Approach

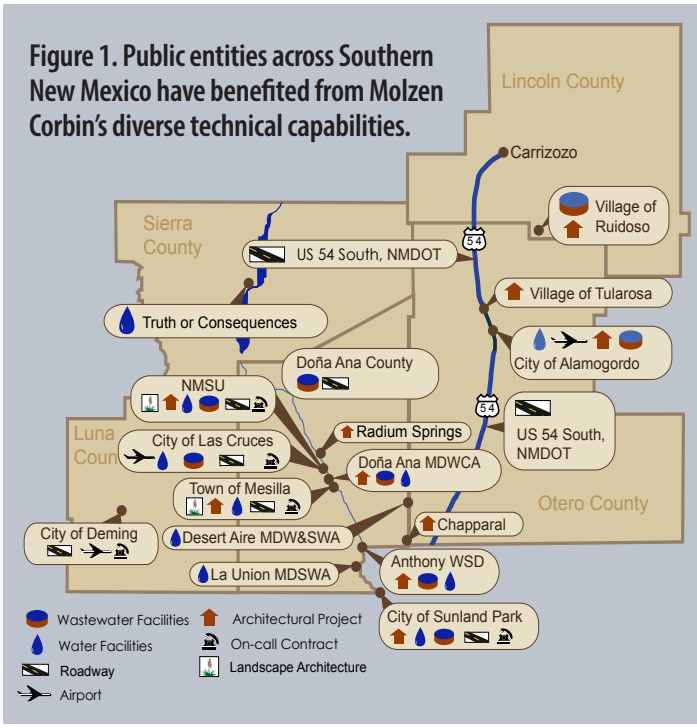
As we have in the past, Molzen Corbin will continue to provide planning, design, and construction phase services on a work-order basis. We will also provide day-to-day consultation services and attend conferences and meetings to remain informed about projects and issues. Molzen Corbin's general process and approach is as follows:

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

Technical Capabilities

Molzen Corbin employs 90 in-house professionals in the fields of civil, water, wastewater, and airport engineering; architecture and landscape architecture; planning and grants administration. We offer the operational agility and depth of staff needed to provide highly responsive services to the City. The map below (Figure 1) illustrates the depth and breadth of Molzen Corbin's technical experience in Southern New Mexico. Following we describe our technical capabilities in transpor-

Figure 1. Public entities across Southern New Mexico have benefited from Molzen Corbin's diverse technical capabilities.



tation engineering, water resources engineering, drainage design, electrical and mechanical engineering, and architecture.

Transportation Engineering

Molzen Corbin has designed more than 880 miles of highways, streets, and roads throughout New Mexico, including rural roadways, residential streets, and urban arterials, as well as rural, urban, and interstate highways. **Our transportation experience has included a wide range of design elements, including utilities and storm drainage; bridges and street paving; curb, gutter, and street lights; bike lanes; roundabouts; street and sidewalk improvements; and ADA compliance and right-of-way (ROW).** Figure 2 illustrates our Statewide experience in roadway design.

Drainage Design

Molzen Corbin has worked with entities ranging from the New Mexico Department of Transportation (NMDOT) to the U.S. Army Corps of Engineers, Albuquerque Metropolitan Area Flood Control Authority, and municipalities across the State in addressing drainage projects, including in the City of Las Cruces. Our project experience includes drainage master plans, new drainage systems, flood control structures, and extensions to existing systems in conjunction with road design and site development projects (see Figure 3).

Sitework

Molzen Corbin's Civil Engineering Division is experienced in site development plans for new or renovated buildings or structures. Our team prepares drainage and grading plans, utility layout plans, and stormwater pollution prevention plans for government and commercial facilities. These site plans are developed with sensitivity to the surrounding environment to match the character of the area in which they are located. Earthwork is minimized based on site conditions and balanced with the needs of the facility. Our site development plans have included sites as small as half-acre commercial lots to a 50-acre resort development.

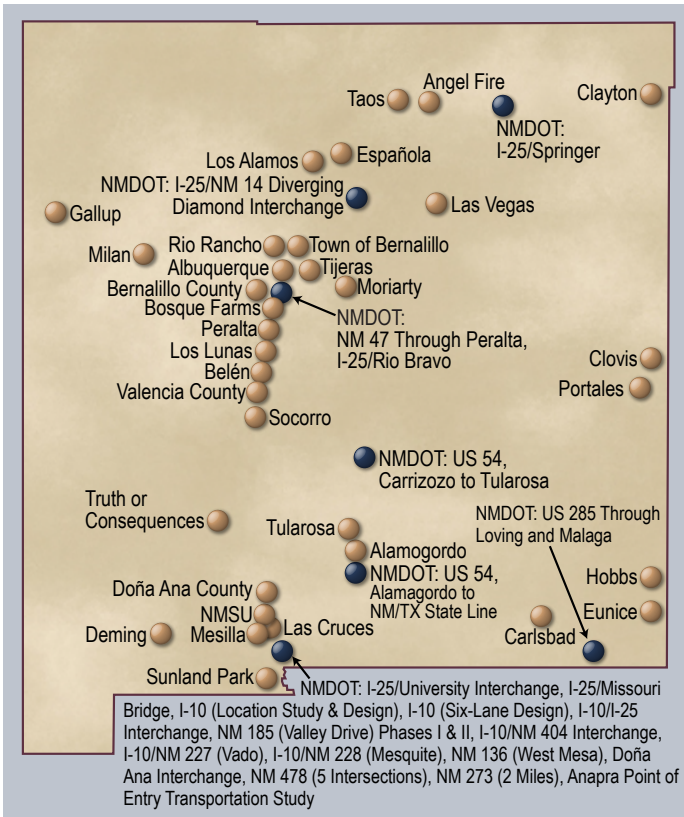


Figure 2. Molzen Corbin's statewide experience in the design of transportation facilities.

Client / Drainage Experience	Hydrologic Analysis	Storm Sewer Systems	Open Channels	Detention Dams	Special Structures	Drainage Crossing Structures	Drainage Master Plan	Drainage Report/Studies	Drainage Development Reviews	Dam Safety
City of Las Cruces	●	●		●	●	●		●	●	
City of Belén	●	●	●	●	●	●	●	●	●	●
City of Albuquerque	●	●	●	●	●	●	●	●	●	●
Bernalillo County	●	●			●			●	●	
Town of Bernalillo	●	●	●		●	●	●	●	●	
City of Farmington	●						●	●		
Village of Los Lunas	●	●	●	●	●	●	●	●	●	●
NMDOT	●	●		●	●	●		●	●	
NMSU	●		●				●	●		
Sandoval County	●				●	●		●	●	
Village of Tijeras	●	●	●		●	●		●	●	

Figure 3. Molzen Corbin offers diverse, statewide project experience in drainage design.

Water Resources Engineering

Molzen Corbin's experience in water system design includes every facet of water systems, from wells and reservoirs to filtration facilities and booster pump stations. Our experience in wastewater system design is similarly diverse, and includes everything from PERs and master plans to collection systems and wastewater treatment plants. We have completed more than 600 water and wastewater projects since 1960. Figure 4 illustrates our experience in the planning and design of water and wastewater systems.

Electrical/Mechanical Engineering

Our Electrical and Mechanical Engineering Division has a strong reputation for troubleshooting, analyzing, and designing innovative and reliable electrical and mechanical systems. Our electrical team has been sought out by municipal clients and assigned to take over and complete projects that other MEP (mechanical, electrical, and plumbing) firms could not complete.

- **Electrical Engineering:** We have extensive experience in street lighting, water and wastewater facilities, controls and instrumentation, supervisory control and data acquisition (SCADA) systems, airport lighting, and lighting for architectural and landscape architectural projects. Design services we have provided include utilities support, telemetry and control instrumentation, solar power generation, primary and secondary power distribution, interior and exterior lighting, communications, fire and intrusion alarm systems, and security and auxiliary systems for a variety of water production and distribution facilities, wastewater collection and treatment facilities, municipal and public buildings, and industrial facilities.
- **Mechanical Engineering:** Our mechanical team specializes in designing cost-effective, innovative, and user-friendly HVAC, plumbing, and gas systems for a variety of building facilities, including educational facilities, office buildings, medical facilities, and research laboratories, as well as mechanical equipment assessments for buildings and water/wastewater facilities. Our project experience ranges from mechanical design, construction cost estimation, project planning, and construction services

Figure 4. Molzen Corbin has designed more than 600 water and wastewater projects since 1960, including numerous projects for the City of Las Cruces.

Client	Water Systems	Water Master Planning	Water Storage Facilities	Water Distribution System	Water Booster Pump Station	Well and Pump Evaluations	Water Quality Assessments	Water Source Evaluation	Water Computer Modeling	Water Treatment Facilities	Wastewater Facilities	Wastewater Master Planning	Wastewater Collection System	Wastewater Interceptor Modeling & Design	Wastewater Treatment Effluent Re-Use	Evaluation of Existing Facilities	Cost Estimates/Life Cycle Costing	Construction Documents/Bid Review	Innovative/Alternative Facilities	Cost Effective Alternative Analysis	Tight Project Schedules	Construction Administration	Re-Use of Existing Facilities	NMED/EPA Regulations and Permits	Environmental Assessment	SCADA Upgrades/Additions	Power Generators	Award-Winning Facilities	User Rate Studies & Recommendations	Grants Administration & Funding Requests
City of Las Cruces		●	●	●	●	●	●					●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Albuquerque		●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Anthony Water & San. Dist.		●	●	●	●	●		●				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Bayard		●	●	●		●		●				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Belen		●	●	●	●	●	●	●	●	●		●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Bernalillo		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Bosque Farms		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Carlsbad		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Eunice		●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●		●	●	●	●	●				●
City of Las Vegas		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Española		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Los Lunas		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Moriarty		●	●	●	●	●	●					●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Raton		●	●	●	●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Sunland Park		●	●	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Silver City		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Taos		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Tijeras		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●		●	●	●	●		●	●
Pueblo of Zuni		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

including new mechanical systems, as well as the optimization of existing systems.

Architecture/Landscape Architecture

Molzen Corbin's in-house architectural division specializes in user-friendly architectural design for public entities. Our team's range of experience includes the planning and design of diverse public works facilities and municipal buildings, from well houses and booster pump stations to Town Halls, public safety complexes and public parks.

Molzen Corbin has produced landscape designs and site plans for buildings, public spaces, roadways, parks and recreational areas, and other facilities. Our park designs have included gymnasiums; athletic fields; courts for pickleball, tennis, basketball, and volleyball; picnic areas and parking areas; trails; aquatic facilities; native, exotic, and specialized landscaping and irrigation; skate parks; and stormwater features (such as ponds, arroyos, and bridges).

Molzen Corbin's Specialized Services

Molzen Corbin recognizes that project demands often go beyond technical tasks, and as such we offer a diverse portfolio of special services.

- **Master Planning:** Molzen Corbin has prepared numerous Master Plans for our municipal clients that included segments of the community that required special study or for improvements to the community as a whole. These Master Planning efforts have included Comprehensive Plans, Water Master Plans, Wastewater Master Plans, Stormwater Master Plans, and Transportation Plans.
- **Public Involvement:** Molzen Corbin typically schedules and conducts all of the public meetings to communicate project information, and attends City Council meetings.
- **Expert Witness Testimony:** Molzen Corbin has been a reliable expert witness for the City, and can continue that relationship in the future if called upon.
- **Bid Documents:** Molzen Corbin has designed public works projects for public entities, including plans and specifications developed in compliance with State and Federal regulations and procurement requirements, local procurement requirements, and industry standards.
- **Surveying:** Molzen Corbin's in-house surveying capabilities range from base mapping to detailed infrastructure surveys, performed by experienced surveyors using state-of-the-art Trimble R10 Integrated GNSS System. Our team has field experience with the finish techniques required by the City of Las Cruces.
- **Construction Observation:** Our in-house observers have been very effective in ensuring that our projects are constructed to the highest level of quality and conformance to the contract documents.

Management Structure and Approach

Molzen Corbin pioneered the use of on-call engineering and architectural agreements in the 1980s. Today, on-call clients remain at the heart of our business. We currently hold on-call contracts with 51 municipalities and counties, including with the City of Las Cruces. We are organized and staffed expressly to meet the day-to-day and long-term needs of public entities, providing rapid response and personalized service. Over the years, we have provided on-call engineering and architectural services to public entities throughout the State (see Figure 5).

Project Highlight: Harrelson Street, City of Las Cruces

As part of our Civil Engineering On-Call with the City of Las Cruces, Molzen Corbin completed roadway and utility design, including site development and drainage, on Harrelson Street.

Day-to-Day Operation of the Contract

Molzen Corbin offers the operational agility and depth of staff needed to provide highly responsive services to the City of Las Cruces. Our proposed project manager, Mr. John Montoya, PE, PS, PTOE, is a Molzen Corbin Vice President with more than 30 years of project experience with the City. He is very knowledgeable with our on-call approach and procedures, as well as with City staff and processes. Following, we describe our management and operational approach.

- **Day-to-Day Technical Services and Small Task Order Work:** Mr. Montoya will serve as the City's primary point of contact. When the City needs day-to-day technical services or requests small task order work, you may call Mr. Montoya directly. He will either assist you himself or assign a lead engineer from the appropriate discipline to provide the needed service.
- **Large Projects:** For larger design projects Mr. Montoya will either serve as Project Manager or assign that role to an experienced engineer from the appropriate discipline. Once the project begins, the City may interface with either Mr. Montoya or the Project Manager. Project Managers will provide Mr. Montoya with regular updates on project schedules, budgets, status, and other issues.

Tasks to be Accomplished

Following are a few of the services we will provide to the City under this contract:

- Master Planning
- Structural design, including buildings and retaining walls
- Roadway, transportation, and parking lot design
- Site development (e.g., grading and drainage design)
- Electrical design (e.g., wells, booster stations, lift stations, odor control stations, buildings)
- Computer network analysis for GasWork, InfoWater, and InfoSewer
- SCADA System Design
- Mechanical, gas system, plumbing, and HVAC design
- Water, wastewater, and natural gas utility system design and analysis
- Traffic impact studies and transportation modeling
- Photometrics and street lighting
- Drainage studies, including FEMA flood studies
- Storm drainage
- Solid waste studies and landfill system design and analysis
- Environmental surveys and assessment monitoring and management (e.g., indoor air quality, asbestos, mold, and other related services)
- Geotechnical assessments, such as soil and groundwater testing for contamination, remediation, and related services
- Expert witness in a judicial and/or quasi-judicial setting
- Project management
- Construction inspection

Services to be Provided Under Each Task

Scoping Meeting

When contacted by the City of Las Cruces, Molzen Corbin will form a scoping team consisting of staff from the City, Molzen Corbin, and subconsultants.

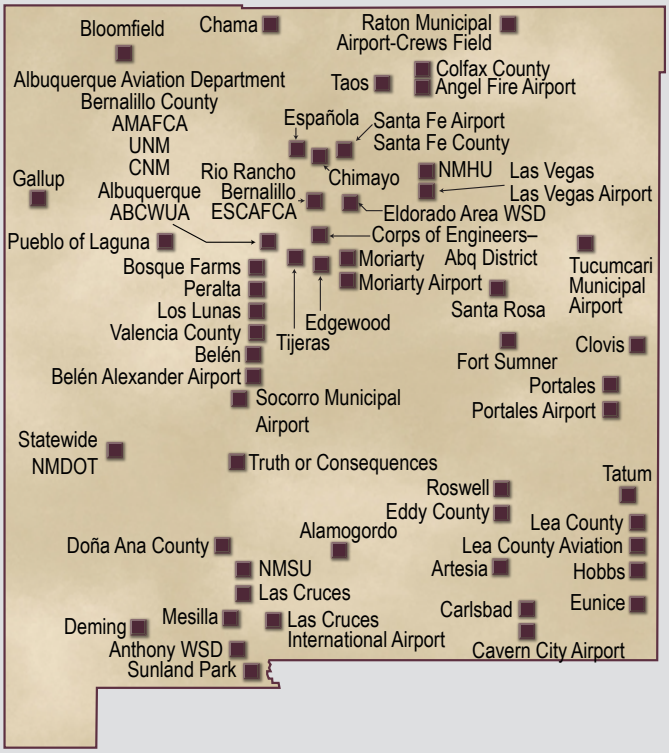


Figure 5. Molzen Corbin has provided retainer services to many different entities across the State throughout our history, including providing on-call engineering services to the City of Las Cruces for almost 40 years.

The scoping meeting will provide all parties with the opportunity to discuss project parameters, ask questions, and work together to resolve challenges.

Molzen Corbin will carefully consider the input of the City's user group in identifying elements that will influence the scope, schedule, and budget of each project or task. To ensure that the City gets the most value for money spent, we will also address funding sources and look for opportunities to narrow the scope so that unnecessary tasks are eliminated. A project schedule with milestone dates will also be established at this meeting.

Such up-front project development will not only be used as the basis of the engineering agreement, it will serve as a guide in the execution of the task order.

Milestone Meetings

Mr. Montoya and key project team members will meet with the City at the conclusion of each task to update the City on project status, review technical information, answer questions, and solicit feedback from the City to ensure that the project is continuing on schedule and to the City's satisfaction. Examples of key milestone meetings for a roadway project are as follows:

- Drainage Plan Review
- Survey and Existing ROW Review
- Existing and Proposed Utility Review
- Roadway Alignments
- Roadway and Utility Profiles
- Lighting and Erosion Control
- Right-of-Way Acquisition (if needed)
- Technical Conflict Resolutions (utilities, ADA, drainage, driveways, etc.)
- Environmental Document Review

Final Design Review

Molzen Corbin will also hold design review and final design review meetings with the City to coordinate the final plan set for bidding and complete minor changes. All design elements will have already been reviewed during the milestone meetings, which should be the basis of the final design drawings.

Quality Control

To ensure that the City receives the highest possible quality on each project, Molzen Corbin will implement a peer review quality control plan, with oversight provided by Mr. Jerry Paz PE.

Molzen Corbin and our subconsultants will each conduct a quality review of the other firm's work for each project or task. Each review will consider completeness, accuracy, and whether the work is meeting the project goals.

This peer review process is essential to the development of the project and will be integrated into scheduled project team meetings. Frequent, thorough quality checks will enable the project team to identify and correct potential problems during the project, when they can be addressed in a cost-efficient manner.

Project Schedule

Molzen Corbin has sustained an excellent performance record for timely delivery of projects and control of costs. Figure 6 below provides examples of Molzen Corbin's cost and schedule performance on similar relevant projects. Our approach to controlling costs and meeting schedules is summarized below.

Cost Control During Design

- **Planning for the Project:** Starting with a detailed planning effort helps to define the scope of work for any project. Detailed planning and the corresponding coordination effort helps to ensure that the client and engineer are working toward the same goals. It is also much easier to make changes during a planning phase than during design. Finally, a well-thought-out

Project/Client	Estimate	Close Out	Owner's Deadline	Completion Date
I-25/University Interchange, NMDOT	$38,000,000	$35,327,282	October 2021	October 2021
Valley Drive (Phase II), NMDOT	$22,973,000	$25,598,110	March 2020	April 2020
Bowman Avenue, Mesilla	$443,860	$428,297	November 2019	November 2019
Harrelson Street, Las Cruces	$786,402	$824,739	November 2018	November 2018

Figure 6. History of Past Performance

plan results in a shorter design schedule and a corresponding project cost savings.

- **Control of Work Hours:** Molzen Corbin uses project management and cost accounting software to develop a design fee cost estimate, or budget, for each task based on manhours and rates. Our cost accounting system generates cost reports automatically every week. We use these to compare each task's manhours used to the manhours remaining in the budget and the estimated percent complete. This proactive approach allows us to identify deviations from the project plan early on and make appropriate adjustments to mitigate any impacts on the design costs.
- **Review of Percent-Complete Report:** Each month the project manager submits a percent-complete report for review by the appropriate department head. If the percentage of budget expended is greater than the percentage of completion (*e.g.*, a project is only 20% complete but 50% of the budget is expended) and the project scope has not changed, then the department head assigns more resources (without cost to the owner) to enable the project to achieve completion.
- **Proactive Communication:** Communication between the client and engineer throughout design is essential to cost control. We establish a budget early on and use milestone meetings to communicate design progress and estimated costs.

Schedule Control

Molzen Corbin has a fully staffed office in Las Cruces to serve communities and municipalities in southern New Mexico. This local office makes Molzen Corbin especially suited to respond to the City's needs in this contract. Molzen Corbin's success in delivering projects on time is due primarily to three important factors:

- **Detailed Project Schedule:** A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control:** Because Molzen Corbin is a New Mexico company and is locally owned and operated, project control is established effectively and efficiently. The local control allows dedication of all resources needed to meet critical deadlines while providing the agility needed for unanticipated changes.
- **Team Experience:** Our team has been working together on similar projects for many years. This experience translates to effective and efficient production of design documents.

Sample Project Schedule

Figure 7 shows a sample work schedule with project milestones. Molzen Corbin utilizes Microsoft Project, Primavera, and SureTrack scheduling programs to manage the work flow and meet project deliverables.

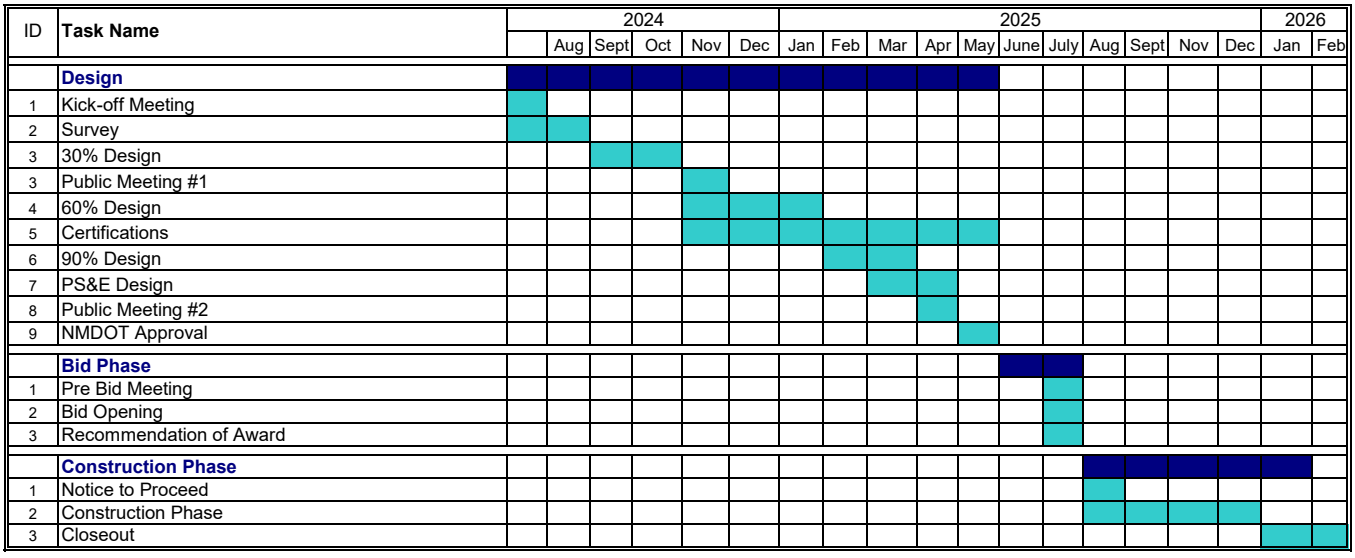


Figure 7. Molzen Corbin sample project schedule, including major phases and tasks.

2. Qualifications and Competence of Team

Molzen Corbin has a solid track record for meeting project schedules, including condensed schedules. Our project experience, depth of staff, and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

As a multi-disciplinary firm, Molzen Corbin has the technical expertise and in-house staff to successfully complete the diverse range of tasks and services anticipated under this contract. Based on our extensive engineering and analysis experience, along with our depth of our staff and our familiarity with the City of Las Cruces, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

We have assembled a highly experienced project team to effectively execute this contract for the City of Las Cruces. An organizational chart illustrating our team members and their roles and responsibilities appears below (Figure 8). On the following pages, we provide résumés of our key project team members, including their experience, area of competence, and percent of time assigned to project.

Key Personnel

John Montoya, PE, PS, PTOE: Project Manager

NM PE #12423, NM PS #13057, PTOE #3426 | B.S. in Civil Engineering Technology, NMSU | Years of Experience: 39 | Time Assigned: 20%

Mr. Montoya is a Molzen Corbin Vice President whose 39 years of experience encompasses assignments as a design engineer, project manager, client manager, and company surveyor on public works projects across southern New Mexico. These projects have included traffic engineering, roadway design,

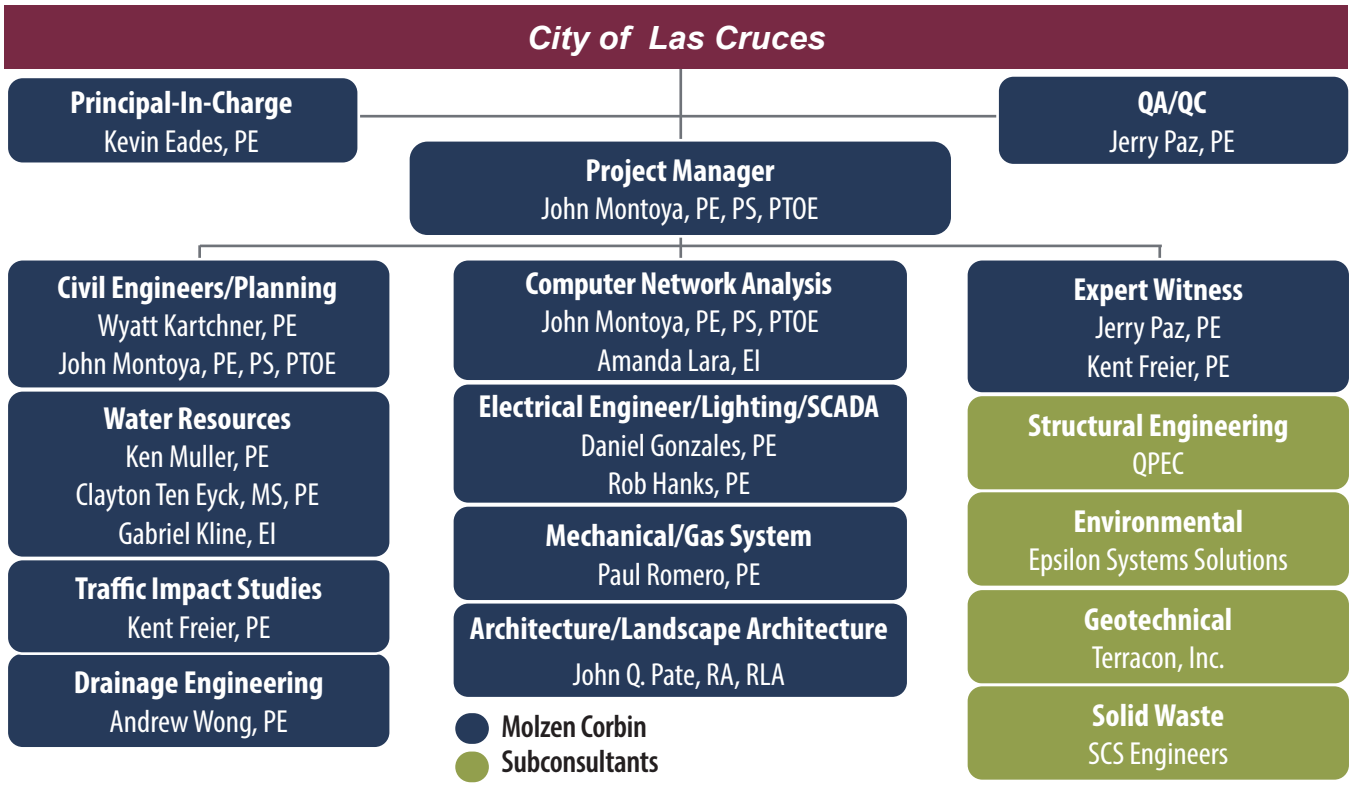


Figure 8. Molzen Corbin's proposed project team.

major arterial design, multi-modal transportation planning and design, site development, water and wastewater system design, drainage and grading design, and stormwater detention basin design. Mr. Montoya also has considerable experience in the field of surveying and is a registered professional surveyor.

Mr. Montoya's project experience with the City of Las Cruces has spanned several decades, and he currently serves as the project manager for our engineering on-call contracts with the City of Las Cruces. His project experience with the City includes Harrelson Drive, Reynolds Drive, 14th and 17th Streets, the West Hadley Avenue Reconstruction, and roadway design for the CD-9 and CD-12 Street Improvements. He has also provided parking lot design, airport design, street lighting design, signal design, fencing design, and storm sewer and site development, including drainage and grading design. Mr. Montoya also has considerable experience providing transportation design and engineering service for numerous NMDOT projects in the region, including I-25/University Interchange Improvements (Las Cruces), Arrowhead Interchange Study, and West Mesa Corridor Phase A/B Study.

Areas of Competence: Project Management, Traffic Engineering, Roadway Planning and Design, Multi-Modal Design, Surveying, Site Development, Water and Wastewater Design, Computer Network Analysis, and Master Planning

Kevin Eades, PE: Principal-in-Charge

NM PE #14481 | B.S., Civil Engineering, NMSU | Years of Experience: 29 | Time Assigned: 2%

Mr. Eades is Molzen Corbin's President and Chief Executive Officer with 29 years of professional project management, master planning, and design experience. He has strong project management and client-relations experience and is especially talented in working with clients on a one-to-one basis to ensure that their needs are met. In addition to project coordination and development, he has designed and managed drainage, water, sewer, traffic, and roadway improvement projects across the state. He has served as the Technical Services Manager for numerous on-call contracts, including Belen (27 years), NMDOT (27 years), and Los Lunas (27 years), covering tasks across all engineering disciplines.

Areas of Competence: Project Management, Contract Management, Roadway Planning and Design, Traffic Engineering.

Jerry B. Paz, PE: QA/QC

NM PE #10521 | B.S., Civil Engineering, New Mexico State University (NMSU) | Years of Experience: 40 | Time Assigned: 4%

Mr. Paz is Molzen Corbin's Chief Operations Officer and leads our Water Resources Department. He has 40 years of experience in the design and management of water-related projects, including development of water master plans and design of numerous transmission, storage, and distribution improvements for communities across New Mexico. In addition, he has extensive experience as engineer-in-charge of large regional wastewater system design and improvements, and in performing quality control reviews of small to large regional wastewater and water resources system projects for planning, design, and construction of improvements. Most recently, he has been responsible for the planning and design of over $900 million in infrastructure improvements in New Mexico and Texas.

Areas of Competence: Quality Control and Document Review, Roadway Design, Water and Wastewater Design, and Expert Witness

Wyatt Kartchner, PE: Civil Engineering/Planning

NM PE #20843 | Education: B.S. in Civil Engineering, NMSU | Years of Experience: 16 | Time Assigned: 15%

Mr. Kartchner is a Molzen Corbin Vice President and Principal Engineer with more than 16 years of experience. He has successfully managed numerous multi-million-dollar roadway, water, wastewater, and

drainage projects and studies throughout the State. He specializes in transportation projects, including roadway and interchange design, drainage analysis and design, and utility planning and design. He served as project manager and lead engineer on the NMDOT I-25/University Interchange Project at the NMSU campus.

Areas of Competence: Roadway Design, Drainage, Utility Planning and Design, Master Planning, Community Involvement

Ken Muller, PE: Water Resources

NM PE #12548 | B.S., Civil Engineering, California Polytechnic Institute | Years of Experience: 53 | Time Assigned: 15%

Mr. Muller has 53 years of experience planning and designing water and wastewater facilities from small to large. His water projects include designing raw and finished water transmission lines, pressure-reducing stations, booster pump stations, storage, and systems to remove organics; and writing water system preliminary engineering reports (PERs). Mr. Muller also performs in-house quality control reviews of many Water Resources pre-final contract documents, as well as maintains Molzen Corbin's standard Water Resources specifications.

Areas of Competence: Water Treatment, Wastewater Treatment, and Value Engineering

Clayton Ten Eyck, PE: Water Resources

NM PE #18866 | M.S., Environmental Engineering, Utah University, B.S., Civil Engineering, Northern Arizona University | Years of Experience: 19 | Time Assigned: 15%

Mr. Ten Eyck, MS, PE, has 18 years of experience in water and wastewater engineering, including designing wastewater treatment, collection, and effluent reuse improvements for several municipalities, tribes, utilities, and water and sanitation associations. At Molzen Corbin, Mr. Ten Eyck has managed several multi-discipline water and wastewater treatment plant projects.

Areas of Competence: Water Treatment, Wastewater Treatment, Project Management, Municipal Infrastructure, and Value Engineering

Gabriel Kline, EI: Water Resources

NM EI #7737 | B.S., Civil Engineering, NMSU | Years of Experience: 3 | Time Assigned: 20%

Mr. Kline has three years of civil engineering experience, including roadway design, traffic safety analysis, site design, drainage studies, water treatment studies, master planning, and municipal utility design. His experience includes working on the Sewer Collection System portion of the Las Cruces Utilities Master Plan. He has contributed to Phase A/B reports, design calculations, specifications, drafting, and scientific analysis.

Areas of Competence: Utility Design and Engineering Technical Support

Kent Freier, PE, CFM: Traffic Impact Studies

NM PE #8182 | B.S., Civil Engineering, Texas Tech University | Years of Experience: 46 | Time Assigned: 15%

Mr. Freier has more than 46 years of experience. Formerly the manager of our Las Cruces branch office, he has a strong familiarity with the City of Las Cruces and the City's design issues. His project experience includes the management, planning, and design of civil engineering projects, including site grading and drainage, utilities, roadways, park facilities, and subdivisions. Mr. Freier's major road and highway experience ranges from traffic studies, arterial roadways, rural highways, and utilities to completing traffic control plans and roadway alignment studies.

Areas of Competence: Traffic Impact Studies and Traffic Modeling and Expert Witness

Andrew Wong, PE: Drainage Engineering

NM PE #25643 | B.S., Civil Engineering, NMSU | Years of Experience: 9 | Time Assigned: 20%

Mr. Wong is a professional engineer with 9 years of experience. He is a vital member of Molzen Corbin's Transportation Team supporting several key NMDOT projects from the Las Cruces Office, including the I-25/University Interchange and US 285 projects. Mr. Wong also has direct experience in the areas of hydrologic analysis, hydraulic analysis, scour analysis, traffic capacity, traffic safety, water distribution systems, and wastewater collection systems. He most recently provided drainage design services for the NMDOT's I-25/Williamsburg Interchange Improvements Project.

Areas of Competence: Drainage, Roadway, and Utility Design

Amanda Lara, EI: Computer Network Analysis

B.S., Civil Engineering, NMSU | Years of Experience: 5 | Time Assigned: 20%

Ms. Lara is an engineering intern with 5 years of professional experience with Molzen Corbin. Since joining Molzen Corbin, she has assisted in the design of numerous roadway, water, and wastewater projects, including a major sewer interceptor repair and rehabilitation project in Ruidoso, NM. While pursuing her Civil Engineering degree at NMSU, she worked as an Engineering Coop for the City of Las Cruces Utilities Department. She assisted the Utilities Department with project management documentation, reports, and correspondence. She is proficient in AutoCAD and Civil 3D.

Areas of Competence: Construction Management, Utility Design, Roadway/Traffic Planning and Design, and Computer Network Analysis

Daniel Gonzales, PE: Electrical Engineering/Lighting

NM PE #25643 | B.S., Electrical Engineering, NMSU | Years of Experience: 19 | Time Assigned: 15%

Mr. Gonzales has 19 years of experience in the design of power, instrumentation and controls and SCADA systems. Related projects include low pressure sewer systems for Peralta, Tijeras, and Mesilla. Other recent projects include the SCADA Preliminary Design for the Eldorado Water & Sanitation District, the Village of Chama Water Treatment Facility, a well for the Greater Chimayó Mutual Domestic Water Consumers Association, the Buckman Water Treatment Facility for the City of Santa Fe, and wastewater treatment facilities for Ruidoso, Las Vegas, Sandia Pueblo, and Albuquerque. His work is critical to ensuring proper function of the plant's electrical equipment, communication, and controls.

Areas of Competence: Electrical Engineering and Lighting Design

Robert Hanks, PE: Electrical Engineering/SCADA

NM PE #23949 | B.S., Electrical Engineering, Louisiana Tech University | Years of Experience: 40+ | Time Assigned: 20%

Mr. Hanks has 40+ years of experience as an electrical engineer specializing in electrical and instrumentation and control (I&C) system design and implementation. Prior to joining Molzen Corbin, Mr. Hanks was a Principal I&C Technologist at CH2M Hill. He was intimately involved in overseeing the layout, design, and specification of instrumentation and control equipment and power systems for large industrial projects, water and wastewater treatment facilities, booster pump stations, and sewage lift stations.

Areas of Competence: SCADA Design and Instrumentation and Controls

Paul Romero, PE: Mechanical /Gas System

NM PE #14932 | B.S., Electrical Engineering, NMSU | Years of Experience: 29 | Time Assigned: 20%

Mr. Romero brings 29 years of experience to the Molzen Corbin team. He is a senior mechanical engineer skilled in leading efforts to sustain, optimize, and improve existing facilities while ensuring design and construction meet codes and client requirements. He has provided HVAC, plumbing, process piping, and fire protection design, and/or construction services for several New Mexico projects along with engineering analysis, project management, planning, and construction cost estimating services. Mr. Romero is also experienced in providing quality assurance technical reviews and facility maintenance engineering support on varying projects.

Areas of Competence: HVAC Design, Plumbing Design, and Gas System Design

John Pate, RA, RLA: Architecture/ Landscape Architecture

NM RA #1784, NM RLA #87 | B.S., Architecture, UNM | Years of Experience: 48 | Time Assigned: 10%

Mr. Pate has 48 years of experience in master planning and designing architectural and landscape projects. As a project manager, Mr. Pate's experience with diverse construction methods and materials enables him to provide meaningful direction to multi-disciplined teams. His approach to design balances function and aesthetics with a focus on cost savings, labor-saving building techniques, and the efficient use of materials. Due to his decades of experience working with municipal, State, and Federal clients, Mr. Pate has a strong sensitivity for producing projects within inflexible budget and time constraints. As a landscape architect, Mr. Pate has worked extensively in all facets of site, neighborhood, and park development and landscape design.

Areas of Competence: Architecture and Landscape Architecture

Principal Officer

Mr. Kevin Eades, PE (NM PE #14481), President and Chief Executive Officer, is the principal member/officer of the firm who will be responsible for administration of this contract.

2701 Miles Road SE
Albuquerque, New Mexico 87106
(505) 242-5700/FAX (505) 242-0673
keades@molzencorbin.com

Subconsultants

Our full list of proposed subconsultants is provided in Figure 9 on page 13.

Work Performance Location

Molzen Corbin has maintained an office in Las Cruces for nearly 40 years. We offer full-service capabilities that have proven to be highly responsive to the City. At the same time, we are able to draw on our Albuquerque office for additional depth of staff when required.

Mr. Montoya, PE, will manage this project from Molzen Corbin's Las Cruces office at 1155 Commerce Drive, Suite F. Based on our past performance on similar projects, we estimate that 90% of the work for the City on this project will be completed in our Las Cruces office, with the remaining 10% completed in our Albuquerque office at 2701 Miles Road, SE.

Professional Responsible for Work

As Project Manager, Mr. John Montoya, PE (NM PE #12423), Vice President, is the principal member/officer of the firm who will also be in direct responsible charge of the work.

1155 Commerce Drive, Suite F
Las Cruces, New Mexico 88011
(575) 522-0049/FAX (575) 522-7884
jmontoya@molzencorbin.com

Figure 9. Molzen Corbin has cultivated decades long relationships with our trusted subconsultants.

Team/Responsibility	Experience & Areas of Competence
QPEC: Structural Engineering 4343 Pan American Freeway, NE, Suite 238, (505) 858-1456 Contact: Fernando Quiroga, PE Typical Percent of Time: 5%	Quiroga-Pfeiffer Engineering Corporation (QPEC) provides quality structural engineering services and is very experienced in the structural design of steel and concrete water tanks. QPEC has supported Molzen Corbin with structural engineering services since 1996. As a valued extension of our staff, QPEC has committed to meet all project requirements when teamed with Molzen Corbin.
Epsilon Systems: Environmental 205 W. Boutz Road, Bldg 4, Suite 3, Las Cruces, NM 88005, (575) 528-8197 Contact: Brad Beacham Typical Percent of Time: 5%	Epsilon Systems Solutions, Inc. (Epsilon Systems) is a certified resident New Mexico business. Epsilon Systems' professionals offer comprehensive regulatory support, guiding clients through environmental processes in both simple and complex situations. Epsilon Systems' strategic approach is based on a thorough understanding of environmental issues, the governing statutes, and the technical basis upon which the regulations were written.
Terracon: Geotechnical Services 4450 Bataan Memorial East, Las Cruces, NM 88011, (575) 527 1700 Contact: Ivan Avelar, PE Typical Percent of Time: 5%	Terracon is an employee-owned consulting engineering firm founded in 1965 that specializes in geotechnical, materials, environmental, and facilities. Terracon provides geotechnical field investigations, engineering analysis, report preparation, and laboratory and field testing services throughout New Mexico. Terracon has been part of the Molzen Corbin team on numerous projects in New Mexico for over 20 years.
SCS Engineers: Solid Waste 500 Marquette Avenue, NW, Suite 1200, Albuquerque, NM 87102, (505) 349-8060 Contact: Tom Parker, PE, BCEE Typical Percent of Time: 5%	SCS is one of the most widely respected solid waste consulting firms in the country, helping clients optimize solid waste operations and environmental controls. They serve public and private sector clients by providing comprehensive solid waste management services for landfills and solid waste facilities, including program design and implementation, master plans and studies, regulatory compliance, financial analysis, and public outreach.

3. Performance of the Firm with Previous Clients

I-25/University Interchange, NMDOT

Molzen Corbin recently completed the design of the I-25/University Interchange in Las Cruces. This NMDOT led project was a collaborative effort between the NMDOT, City of Las Cruces, and NMSU to accommodate the needs of all entities. This project includes a direct connection from I-25 to the NMSU campus to ease congestion along I-25 and University Avenue. This direct connection is completed with a new bridge on University Avenue that allows the interstate off-ramp and Triviz Avenue to pass under University Avenue. This project includes two new roundabouts that are specially designed for all modes of transportation from large semi-trucks to pedestrians. Molzen Corbin used several new and innovative things to make this project a success. These included:

- **Virtual Public Meetings:** Molzen Corbin worked with the NMDOT and City of Las Cruces to increase public participation for this major reconstruction project. Our team developed virtual public meetings that were streamed online and also on television. This allowed for people to watch and ask questions from various platforms, including social media, e-mail, telephone, or in person. This resulted in over 1,000 people viewing each public meeting.
- **Bridge Art Committee:** This project has two new bridges and 20 retaining walls which allow for this gateway to Las Cruces to be a showcase for art to reflect the City's culture and heritage. Molzen Corbin assembled a Bridge Art Committee that included local artists and NMDOT, City, and NMSU representatives to evaluate and select a New Mexico artist for the project. A total of 14 artists were screened down with 6 finalists being interviewed prior to the selection of the Las Cruces artist.

- **Envision:** Molzen Corbin implemented the Envision rating system on this project, the first project in New Mexico to use the system. Envision is a sustainable infrastructure rating system most often compared to LEED but developed specifically for horizontal infrastructure. Upon completion, this project received a Silver Envision rating.
- **Multi-modal Access:** Molzen Corbin dedicated substantial time and effort to improving multi-modal access on this project. Not only were sidewalks and bicycle lanes added to all local streets, but the Triviz trail was extended to connect to the NMSU Sisbarro Park.

I-25/University Interchange

While this was an NMDOT-led project, the City of Las Cruces played a huge role in the project and has contributed over $1.25 million to landscape the project. Through our on-call with the City, Molzen Corbin designed the landscaping and irrigation system to allow for this to be a gateway to the City. Molzen Corbin also designed the Triviz waterline replacement and gas line lowering for the City Utilities as part of this project.

Contact: Ms. Sherri Holliefield, PE, South Regional Manager, (575) 202-6594

Bowman Avenue, Town of Mesilla

Bowman Avenue servers as a collector street through a mix of land uses: farming and residential. Molzen Corbin was contracted by the Town of Mesilla to complete the survey (topographic and ROW) and roadway design, including a complete roadway replacement through the area. Upon coordinating with local entities, Molzen Corbin was contracted by the City of Las Cruces to design a replacement waterline, which was beneath Bowman Avenue to be bid with the roadway bidding documents.

The existing condition of the road was poor with drainage issues from beginning to end. The project began at University Avenue (NM 101) and terminated at Manso Avenue.

The waterline was designed parallel to the existing asbestos cement pipe with connection to the side streets, while keeping the existing utilities in service. The waterline was designed and phased so that the sections of the waterline could be connected late at night, limiting the disturbance to water service.

The roadway design consisted of a rural asphalt roadway section including driveway pads that matched the existing driveway material. The vertical roadway profile was designed to be elevated in areas adjacent to the farmland to preserve the roadway from the farmland irrigation. Our design also consisted of linear ponds throughout to accommodate roadway drainage. Bidding documents allowed for additive alternates to be incorporated within the bidding documents maximizing the use of the available funding.

The original design preserved the existing irrigation culvert on the north end of the project, but

Bowman Avenue

during construction it was obvious that the culvert was failing. The Town of Mesilla opted to replace the culvert to avoid any issues in the future.

Molzen Corbin provided a design for the culvert including headwalls and connection to existing ends, which was coordinated with Elephant Butte Irrigation District and the contractor. Molzen Corbin provided limited construction phase service to assist the Town of Mesilla in coordinating with the contractor, City of Las Cruces, and the funding agency. The project has been completed pending the final change order, which will be issued to balance the bid items. The project was successfully completed on time and within the budget.

Contact: Mr. Rod McGillivray (Former Public Works Director for the Town of Mesilla), Construction Project Manager, Spaceport America, (575) 267-8531, (575) 640-1988 (Cell)

Wastewater Treatment Plant, Anthony Water and Sanitation District (AWSD)

New 0.98 mgd WWTP (1995)

Molzen Corbin has been involved with AWSD since 1982. We designed the District's first wastewater treatment facility with aerated lagoons, which treated approximately 250,000 gallons per day. As the community grew and the demand increased, Molzen Corbin assisted AWSD in securing more than **$3 million in funding from NM State Special Appropriations, Rural Utility Service, and the US Economic Development Administration** to design and construct a new wastewater treatment facility. We also assisted in securing New Mexico's first Colonias grant for this project.

Molzen Corbin designed a new 0.98 mgd facility on the same site as the existing plant, while accommodating a tight timeframe and keeping the existing plant operational during construction. The new treatment facility was designed as an activated sludge system containing all process components that are contained within circular walls to reduce the facility's overall footprint (a concentric package plant). This included the aeration basins, clarifier, and sludge thickener with the ultra-violet light disinfection unit in close proximity. In anticipation of the EPA's stricter stance on nitrogen, we also designed the facility to be easily upgraded to accommodate future treatment requirements. The facility incorporated the use of the existing main plant lift station to reduce overall costs on the project.

WWTP Expansion (2023)

As a first step in the WWTP expansion project, Molzen Corbin completed a WWTP PER for AWSD, which included a comprehensive update to the WWTP and solids handling facilities. The PER was used to leverage the significant amount of funding needed for the WWTP expansion and renovations. The new design consists of a second concentric package plant to double the capacity of the existing facility. The new plant is being constructed adjacent to the existing plant as an identical, mirrored structure, so both facilities can share the treatment process and facilities (see diagram on bottom left), including the Entrance Works. Construction is currently underway with an anticipated completion date of late 2024.

Contact: Mr. Jose Terrones, Public Works Director, (575) 882-3922, (915) 630-5291 (Cell)

At AWSD's wastewater treatment plant, all process components are contained within the circular walls to reduce the facility's overall footprint.

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
MOLZEN CORBIN

1155 Commerce Drive, Suite F

Las Cruces, NM 88011

K. W. E

Authorized Signature
Kevin W. Eades, PE
Typed or Printed Name
President and CEO
Title
keades@molzencorbin.com
Email Address

Telephone number (575) 522-0049 Fax number (575) 522-7884

NM Tax & Revenue Dept. CRS # 01305771005

Current NM Secretary of State Business ID # 0493510 (corporations only)

Current CLC Business Registration # 00363-24 (respondents located in Las Cruces only)

Federal I.D. number 850166212 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MOLZEN-CORBIN & ASSOCIATES, INC.**

DBA: **MOLZEN-CORBIN & ASSOCIATES, INC.**
2701 MILES RD SE STE 200
ALBUQUERQUE, NM 87106-3228

Expires: **16-Nov-2026**

Certificate Number:

L0668850800

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2025 - 1

Type
Business Registration License - PROFESSIONAL SERVICE

Number
00363-24

Issue Date
02/21/2024

Expires
1/30/2025

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Molzen Corbin & Associates

1155 COMMERCE Dr
STE F
NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Molzen Corbin and Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MOLZEN CORBIN AND ASSOCIATES

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "H"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Parkhill, Smith & Cooper, Inc., of 333 Rio Rancho Blvd NE, Ste 400, Rio Rancho, NM, 87124, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Parkhill, Smith & Cooper, Inc. 333 Rio Rancho Blvd NE, Ste 400 Rio Rancho, NM 87124 ATTENTION: Mike Ramirez

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

PARKHILL, SMITH & COOPER, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

Parkhill

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Parkhill

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 352.00
2	Project Engineer/Project Manager	$ 227.00
3	Senior Engineer	$ 295.00
4	Design Engineer	$ 274.00
5	Engineer Intern	$ 122.00
6	Engineering Technician	$ 184.00
7	Drafting Technician	$ 184.00
8	Survey Crew**	$ N/A
9	Construction Inspector/Observer	$ 184.00
10	Administrative/Clerical	$ 132.00
11	Field Testing and Investigations	$ 184.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 15%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.00
16	Color Copies (per copy)	$ 0.00
17	Prints 24x36 (per sheet)	$ 0.00
18	Mylars 24x36 (per sheet)	$ 0.00
19	Photo Quality Plots (per plot)	$ 0.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

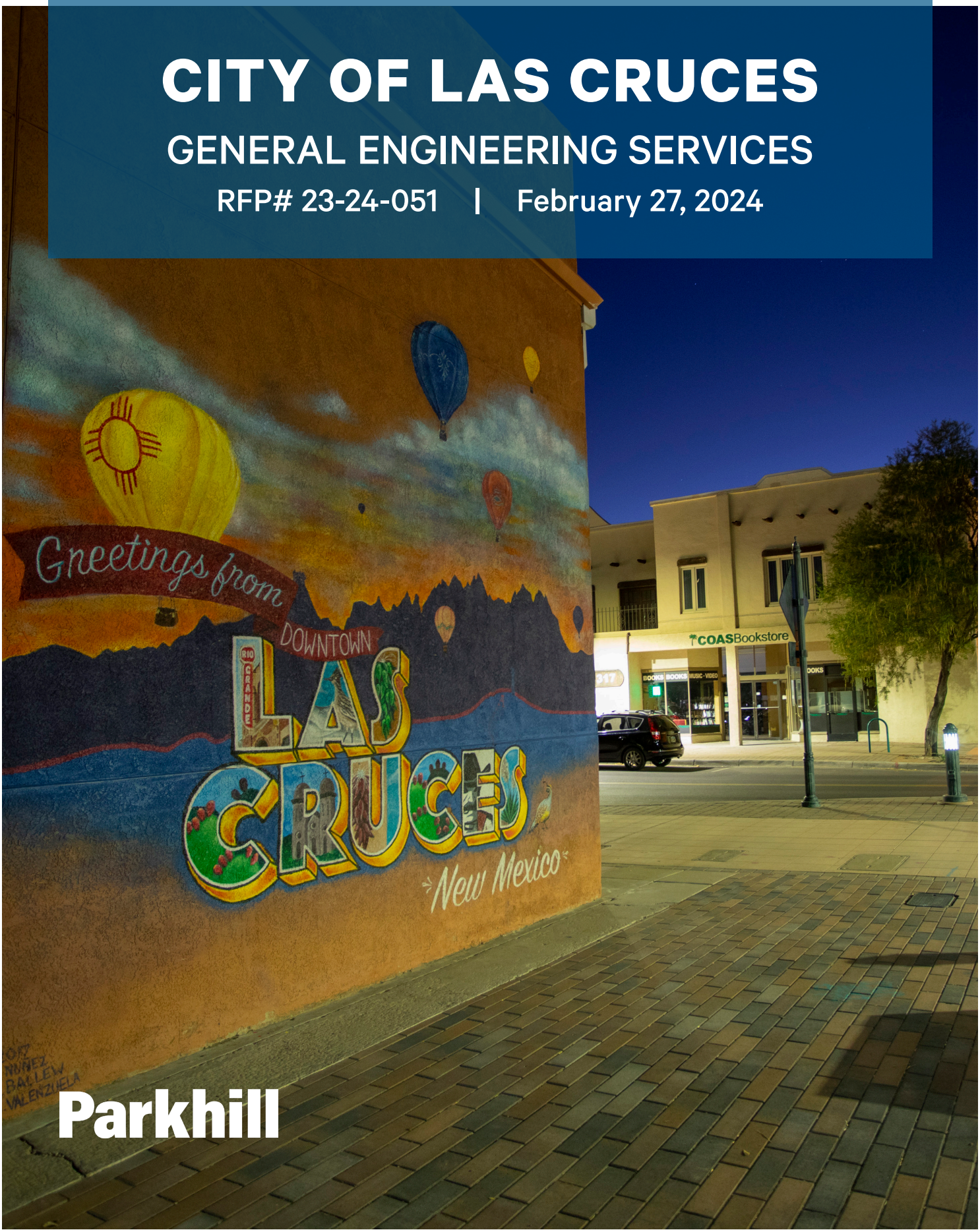
Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

CITY OF LAS CRUCES

GENERAL ENGINEERING SERVICES

RFP# 23-24-051 | February 27, 2024



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TRANSMITTAL LETTER

1 TECHNICAL APPROACH 01

2 QUALIFICATIONS/COMPETENCE 04

3 PERFORMANCE OF THE FIRM 12

RFP COMPLIANCE DECLARATION 16

Parkhill

TRANSMITTAL LETTER

February 27, 2024

City of Las Cruces
700 N. Main St. Room 3134
Las Cruces, NM 88001

Re: **RFQ # 23-24-051 | City of Las Cruces General Engineering Services**

Dear Selection Committee:

We appreciate your trust in Parkhill and look forward to continued years of success through this latest RFQ for General Engineering Services On-Call. Our capable and enthusiastic local staff is here to research, document, plan, design, and represent the City of Las Cruces during the construction phase. Not only do we provide exceptional civil engineering services, our multi-discipline firm can also provide architectural, mechanical, electrical, automation (SCADA), structural, interior design, and landscape architecture if the needs arise.

Parkhill has an ongoing, hard-working history in the area. We have planned and designed many projects in Las Cruces including the NMSU Residence Hall currently in construction, the Lakeside Subdivision Water Project, the Downtown Revitalization Project and the Foothills Landfill Closure Project. We have provided thousands of solutions in our 75+ years of tenure in the southwest.

Parkhill has worked in and around New Mexico since 1949. We completed a City of Clovis Zoning Plan, General Drainage Plan, as well as a Sewage Treatment Plant Expansion. We have designed water treatment facilities in Alto, NM, performed upgrades to the wastewater reclamation plant in Hobbs, NM, created a new high school in Jal, NM along with many other NM projects.

We have been recognized for our efforts with multiple industry specific awards throughout our expansive portfolio. Parkhill continues to be rated among the Top 500 Design Firms in the nation according to the Engineering News-Record (ENR) 25 years in row and counting. Parkhill is currently ranked number 256 in the nation. Eighty-five percent of our active projects are with repeat clients, which displays our willingness to do whatever it takes to maintain good client relationships on a professional and personal level.

Enclosed is a presentation of our credentials for your consideration. We have the expertise, experience, and manpower necessary to make this a successful venture. We know Las Cruces to be a wonderful place serving as home for some and a popular destination for others here at Parkhill. We look forward to partnering with you to make it even better.

Thank you for your time and consideration.

Sincerely,

Michael Ramirez, PE, CCM
Principal-in-Charge

Parkhill

TECHNICAL APPROACH

Understanding of the Scope of Work

The City of Las Cruces is planning to contract Engineering Consulting Services for miscellaneous assignments not covered within the scope of a defined project. For each assignment given, Parkhill will develop a technical approach that is pertinent to the particular assignment. Each assignment will likely have unique features, however some features are similar regardless of the type of assignment. Common features to most projects could include:

1

PROBLEM IDENTIFICATION

The particular features of the assignment will be discussed via conference with the City in order to create a solution that fulfills the overall objective.

2

PERSONNEL ASSIGNMENT

We will assign a project manager and the appropriately experienced personnel to accomplish the assignment.

3

SCHEDULE AND SCOPE DEVELOPMENT

We will develop a project schedule to aide in timely completion of the project throughout the design and construction phases. The schedule will include time constraints and budget criteria established by the City.

4

INVESTIGATION

Investigating the existing conditions in the project area is a critical task that will be performed before any design is attempted. It is important to determine the impacts of existing conditions prior to beginning design of the project.

5

DESIGN

After the preliminary investigation is completed, including a Study/Report document if so required by the assignment, Parkhill will conduct the design phase and preparation of bid documents.

6

BIDDING

Once the design is completed, Parkhill will assist the City with the bidding process, including review of contractor qualifications when a construction project is included.

7

CM AND RPR ASSIGNMENT

We believe that a knowledgeable Construction Manager (CM) and Resident Project Representative (RPR) are crucial to the successful completion of a construction project. Once a contractor has been selected, when authorized, Parkhill will assign one or more appropriately experienced CM(s) and RPR(s) depending on the size and complexity of construction.

8

CLOSE-OUT

After construction is complete, Parkhill will prepare the close-out documentation of the completed project, including preparation of the “Record Drawings” for City files.

Studies and Reports

Parkhill will perform the consulting services required to prepare studies and reports providing the City a clear and coherent solution. These studies and reports will be based on research and database creation to include investigations, drawings, sketches and the engineer's opinion of probable construction costs. It is essential to know the extent of work required as well as the budget required for construction. In preparing these studies and reports, we will perform drainage studies, master drainage plans, feasibility studies, structural analysis, design analysis and other studies required for the particular project. It is important that the reports include the alternatives considered, conclusions and recommendations, to arrive at a desired alternative that addresses the problem while offering the most economical solution. In the preparation of studies and reports for projects, we begin with an overview of the problem to be solved. The preliminary investigation of the project provides differing solutions considered alternatives. The objective is to eliminate alternatives that do not meet the criteria required to address the problem. Using the process of elimination, the preferred alternative will be identified.

Preparation of Plans, Specifications, and Opinions of Cost

After the study/report for a particular project has been completed and approved by the City, plans and specifications will be prepared to include a more detailed opinion of probable construction cost allowing the City to bid the project for construction.

Preparation of Plans, Specifications, and Opinions of Cost for Design of Buildings, Structures and Similar Construction

Parkhill offers the City of Las Cruces a complete Architectural Division with considerable experience in the design of buildings, structures and similar construction. In addition, we have registered architect representatives on staff. We not only perform the architectural design, specifications, and opinion of construction costs, but we also have electrical and mechanical engineers that provide the designs that are required for assignments of these types.

Constructibility, Biddability, Operability Reviews and Value

Occasionally, during the construction phase of a project conflicts between what is designed and what can be physically built are discovered. Discoveries like this can be avoided or minimized by performing reviews that check for constructability, biddability, and operability of a project prior to bidding. Parkhill will perform reviews of the plans and specifications for any inconsistencies such as details, notes, references, and coordination among the disciplines involved in the project. Instances do exist where the plans detail items for construction that have been omitted from the specifications and vice versa. Such inconsistencies make it difficult for contractors to respond with a proper bid. These occur more often in projects where several engineering consultants have been used. Parkhill is able to mitigate these types of inconsistencies with out multi-discipline company approach. Another method of dealing with this issue is to perform a cost-efficiency or Value Engineering study on a project design. Parkhill is familiar with this concept, having been involved in many projects where this kind of study was performed.

Full-Time Project Representative

One of the keys for a successfully constructed project is to have qualified, full-time project representatives on-site for observation of the work being performed by the contractor. The full-time project representative provides guidance to the contractor in following project plans and specifications. The result of having a full-time project representative is a properly executed project that conforms with the drawings and specifications. Parkhill has on-staff personnel that are experienced and qualified to perform these services in the areas of civil engineering construction as well as building or vertical construction. Our Resident Project Representatives (RPRs), are under the direction and supervision of our Licensed Professional Engineers and Construction Managers (CMs).

Review of Shop Drawings, Materials, Fixtures, and Equipment

It is very important that, before installation, the contractor submit for review the types of equipment, materials, and fixtures to be used to determine whether they comply with the specifications for the project. Parkhill will perform the necessary reviews and make recommendations regarding materials compliance with specifications. Materials that do not comply will be rejected, requiring resubmittal by the contractor.

Meetings and Conferences

Communication is an important element in the success of any project. It is essential the proper channels of communication are established and followed by all parties involved. Parkhill will attend and participate in design conferences to review the progress of work during the design process and, when authorized, during the bidding and construction phases. Parkhill will be available to meet with the City when requested during the contract duration to discuss questions and concerns. We will also prepare meeting minutes to provide a record of what was discussed and decisions that were reached. Copies of the minutes will be distributed to those involved in the assignment.

Project Manager

Proper coordination and communication during your projects will be secured with a single individual acting as the point of contact between Parkhill and City personnel. The Project Manager will be responsible for coordination of the in-house activities of our personnel during the performance of a work assignment. They will also be responsible for the internal control and review procedures that will be followed to minimize conflicts, errors, omissions, and to provide for technical accuracy of the design. Additional responsibilities will include keeping the City informed of the activities being performed.

Prepare Cost Opinions

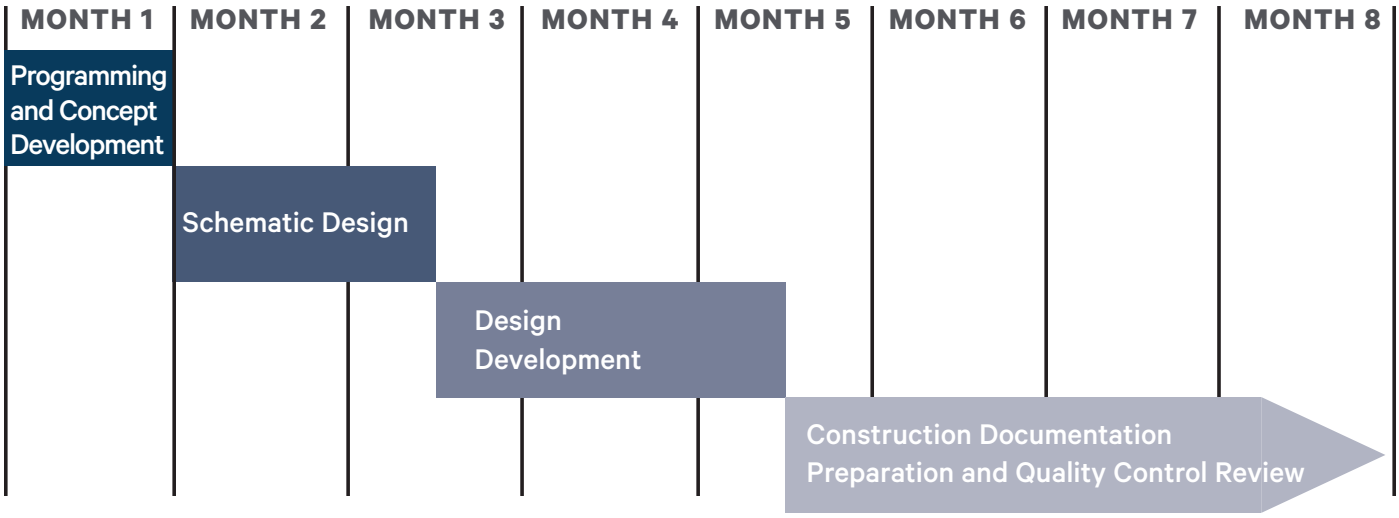
Parkhill has a team of cost opinion specialists. Each of these individuals brings years of experience in preparing opinions of probable costs for a wide variety of project types in a wide variety of locations. For each civil engineering project, we will select personnel that have developed opinions of cost for Las Cruces municipal projects. Our personnel are very talented in this arena and provide great attention to detail. In a 2004 street and drainage project for the City of Las Cruces, the low bid was 14% lower than Parkhill's cost opinion for the Ramona Avenue and Thomas Place Street and Drainage project and was in the middle of the four contractor bids received for the project. For the Northeast Regional Park project, the low bid for the base bid and three additive alternates was within 1.9% of Parkhill's cost opinion. The highest of the four bids received was only 4.0% above Parkhill's cost opinion. The project budget allowed award of the base bid and all additive alternates. Currently, the Parkhill Team prides itself in maintaining a 3.5% over/under variance in our opinions of probable costs over the past five years.

Other Civil Engineering Services

The need for additional professional services beyond those specifically listed in the Scope of Services is available at Parkhill.

Schedule

Parkhill believes that establishing a project schedule and timeline for our projects is a key element of our success. Once the project has been discussed between our different disciplines as well as with contractors and subcontractors, we develop a much more detailed schedule. This schedule is used to keep the client informed on project progress as well as hold all of the project team members accountable to their individual time expectations. As there is no specific project listed for this RFP, the below basic timeline is our starting point from which we insert additional details as needed.



Parkhill

TEAM QUALIFICATIONS

Organizational Chart

The following resumes demonstrate Parkhill's unique experience in City of Las Cruces projects and overall project experience. Our Team has the availability to serve the City for your upcoming projects.

CITY OF LAS CRUCES

Work to be performed:

333 Rio Rancho Blvd. NE, Suite 400
Rio Rancho, NM 87124

Mike Ramirez, PE, CCM
Principal-in-Charge

Matt Kingsley, PE
Project Manager

Jon Braudt, PE
Roadway

Shaun Tidwell, PE
Electrical Engineer

John Pass, PE
Structural Engineer

Tyler Zack, PE
Solid Waste

Eric Pfeifer
RPR

Chad Dietz, RLA
Landscape Architect

Kim LaBree, PE
Utilities

Andy Yuhas, PG
Professional Geologist

Dean Lackey, PE
SCADA

Isaac Aguilar, PE
MEP

Parkhill

	Mike Ramirez, PE Principal-in-Charge	**Matt Kingsley, PE** Project Manager	**Jon Braudt, PE** Roadway	**Shaun Tidwell, PE** Electrical Engineer	**John Pass, PE** Structural Engineer	**Tyler Zack, PE** Solid Waste	**Eric Pfeifer** RPR	**Chad Dietz, RLA** Landscape Architect	**Kim LaBree, PE** Utilities	**Andy Yuhas, PG** Professional Geologist	**Dean Lackey, PE** SCADA	**Isaac Aguilar, PE** MEP	TOTAL
Years of Experience	23	33	17	19	44	6	16	16	11	20	23	17	**245**
Master Planning	X												**1**
Structural Design of Buildings, Retaining Walls, etc.					X								**1**
Roadway, Transportation, and Parking Lot Design			X	X			X	X					**4**
Site Development			X						X				**2**
Electrical Design				X								X	**2**
Computer Network Analysis for Gas, Water, and Wastewater									X				**1**
Supervisory Control and Data Acquisition Design											X		**1**
Mechanical Design, Gas System Design, Plumbing and HVAC Design												X	**1**
Water, Wastewater, and Natural Gas Utility System Design and Analysis	X						X		X				**3**
Traffic Impact Studies and Transportation Modeling Studies			X										**1**
Photometrics/ Street Lighting Design				X									**1**
Drainage Studies			X			X							**2**
Storm Drainage			X			X			X				**3**
Solid Waste Studies, Landfill System Design and Analysis		X				X				X			**3**
Environmental Surveys, Assessments Monitoring & Management		X				X				X			**3**
Geotechnical Assessments		X											**1**
Expert Witness in a Judicial and/or Quasi-judicial Setting		X											**1**
Project Management		X	X	X		X		X	X	X	X	X	**9**
Construction Inspection	X	X	X	X		X				X	X		**7**

Parkhill

MIKE RAMIREZ, PE, CCM | Principal-in-Charge

P: 915.543.3336 | E: mramirez@parkhill.com

Mike Ramirez, PE, CCM, is a Principal and the Director of Construction Services. He brings 20 years of engineering experience with an emphasis on large-diameter pipelines, pumping facilities, GIS applications, collection and distribution modeling, and the planning, design, and construction of water and wastewater projects. He has managed the planning, design, or construction of over 100 miles of pipeline projects in the last 10 years, ranging in size from 6" to 90." He was Principal-in-Charge of the ACEC Gold Medal award-winning El Paso Water Canal Tunnel project.

EDUCATION

University of Texas at El Paso
Bachelor of Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM | 18901

10%
Devoted to Las Cruces

NOTABLE PROJECTS

Las Cruces Downtown Revitalization
After changes in staff on the project, Mike took over as Principal-in-Charge to complete the final design stage of the project and through construction. Mike was charged with resource management to allocate staff at multiple levels and disciplines to complete the project.

Pre-1965 Foothills Landfill Closure
Mike is the sector director of the firm's Construction Phase Services and Construction Management sector. He provided general oversight of the staff including document control processes and procedures as well as staff scheduling and training.

MATT KINGSLEY, PE | Project Manager

P: 505.504.7758 | E: mkingsley@parkhill.com

Matt Kingsley, PE, is a Principal and Civil Engineer with Parkhill's Environmental Sector in Albuquerque. He is a professional in landfill and transfer station operations, design, and construction. He has operated and developed over 10 Transfer Stations across the United States, in both arid and sub-tropical climates. Through Matt's diverse engineering design and operational experience, he has provided valuable insight for many of our clients. This has recently included operations consulting to both Sandoval County and the City of Albuquerque, two of the largest waste generators in New Mexico.

EDUCATION

Valparaiso University
Bachelor of Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM | 25906

15%
Devoted to Las Cruces

NOTABLE PROJECTS

Corralitos Landfill Cell 5 Design and Construction
Matt served as the Senior Project Manager for the design and construction of Cell 5. This included senior review of the initial design for submission to the NMED as well as assistance in the selection and procurement of a well qualified earthworks contractor.

Corralitos Landfill Cell 4 Design and Construction
Matt served as the Senior Project Manager in reviewing the construction of Cell 4, the collection of certification data, and final review of the engineering certification report.

Parkhill

JON BRAUDT, PE | Roadway

Jon Braudt, PE, is a Project Manager located in the Amarillo office. Prior to college Jon spent two years working for an asphalt paving company and gained hands on experience with cement and lime reconstruction. During college, he operated his own parking lot striping business working on nights and weekends during school semesters. Since college, he has over 17 years of experience in civil engineering for the industrial sector and Has a natural skillset for industrial site development. His site development experience includes designing DOT entrances, paving section design, roadway access layout, storm sewers and detention ponds. Jon also served as the Seal Coat program coordinator for Parkhill's 2020, 2021,and 2022 seal coat programs.

EDUCATION
Texas Tech University
Bachelor of Civil Engineering

REGISTRATION
Licensed Professional Engineer
NM | 25315

10%
Devoted to Las Cruces

NOTABLE PROJECTS

Mesalands CC Campus-wide Sitework Improvements

Jon served as the Project Manager for a range of campus flatwork and utility improvements across the grounds for four of Mesalands Community College's seven campus buildings in Tucumcari, NM. He was responsible for designing paving renovations and site drainage improvements. He also oversaw design efforts for new elevated pedestrian crossings, landscape improvements, and new site illumination across the campus.

Shallowater 10th Street

Jon designed multiple concrete driveways and an extended concrete drainage flume to alleviate drainage issues for 10th Street in the City of Shallowater, TX. He also designed the cement stabilized reconstruction of 10th Street's roadway structure and surface.

SHAUN TIDWELL, PE | Electrical Engineer

Shaun Tidwell, PE, is a Senior Associate and a member of Parkhill's Water Resources Sector. His experience includes designing power systems for water pump stations, sewage lift stations, and water/wastewater treatment plants. He is also familiar with back-up generator systems design. Shaun has also designed several lighting projects including street lighting, highway lighting, high mast lighting, parking lot illumination, and city park illumination. He has an in-depth knowledge of lighting standards set forth by the Illuminating Engineering Society of North America (IESNA), and El Paso Electric Co. Service Requirements.

EDUCATION
University of Texas at El Paso
Bachelor of Electrical Engineering

REGISTRATION
Licensed Professional Engineer
NM | 20597

15%
Devoted to Las Cruces

NOTABLE PROJECTS

Las Cruces Downtown Revitalization

Shaun led the electrical design for the roadway lighting and callesita improvements. He coordinated with other disciplines to identify obstacles and challenging roadway geometry to provide continuous roadway lighting and enhanced lighting levels at roudabouts, intersections and pedestrian corridors.

Hawkins Boulevard Reconstruction

Coordinated with Electric Utility for line relocations, performed lighting calculations, reviewed field light placements, and led electrical design team in construction drawings and specifications.

Parkhill

JOHN PASS, PE | Structural Engineer

John Pass, PE, is a member of the Structural Team in Parkhill's MEP/Structural Sector. John has nearly 40 years of experience in structural engineering. During his time with Parkhill, he has been the lead structural engineer for numerous educational projects including schools for the Socorro ISD, Ector County ISD, Reagan County ISD, and New Mexico State University. His experience before joining Parkhill includes a variety of high profile projects like the War Eagles Museum in Santa Teresa, New Mexico and the ANCOR Pulsed Fast Neutron Analysis Building for the Department of Defense at the Ysleta Port of Entry in El Paso, Texas.

EDUCATION

University of Texas
Master of Civil Engineering
New Mexico State University
Bachelor of Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM | 9709

20%
Devoted to Las Cruces

NOTABLE PROJECTS

Las Cruces Callesitas Project

John designed and detailed the supporting structure (columns and drilled piers) used to support the cables support the hanging lights and signs. In addition, he designed and detailed the various seat and shade canopy frame arrangements as well as numerous miscellaneous attachment details and access ports needed on the columns.

Las Cruces Utilities Warehouse Interior Structures Load Review

John was asked to determine maximum loading limits for all of the various wood framed structures that had been constructed within the warehouse proper. At the time, the City of Las Cruces required load limits to be posted for elevated framed areas to include offices, meeting rooms, storage areas, break rooms, etc. as well as for any miscellaneous elevated floors and ceiling/roof framing that was being used for storage purposes.

TYLER ZACK, PE | Solid Waste

Tyler is a Civil Engineer in Parkhill's Environmental Sector. He has been involved in the design and construction oversight for several Landfills throughout New Mexico and has extensive experience in environmental monitoring and compliance for the Solid Waste Industry throughout the State. He has also played a key roll in the development of stormwater pollution prevention plans (SWPPP) for more than 15 facilities across New Mexico. He is actively involved in the Solid Waste Association of North America (SWANA) and is a member of the New Mexico SWANA Roadrunner Chapter. Tyler also participates in select events with the Texas Lonestar Chapter of SWANA.

EDUCATION

University of New Mexico
Master of Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM | 29449

15%
Devoted to Las Cruces

NOTABLE PROJECTS

Corralitos Cell 4 Construction

Tyler was the site project manager and was responsible for leading bi-weekly project team progress meetings, Construction Quality assurance construction process oversite, coordinating RPR presence for the project, and developing the engineering certification report for submittal to the New Mexico Environment Department Solid Waste Bureau.

Corralitos Cell 5 Design and Construction

Tyler was the project manager and his duties were comprised of identifying applicable industry standard project technical specification and development of the construction plan set to meet the requirements of the facilities solid waste permit. Tyler's duties included construction coordination and communication between the owner and contractors, material specification reviews for conformance with project specifications, and on-site construction quality assurance to ensure installation procedures satisfied industry standards and the project technical specifications.

Parkhill

ERIC PFEIFER | RPR

Eric Pfeifer is a member of Parkhill's Water Resources Sector. In his nearly 10 years with Parkhill, he has become a skilled user of Archmap (GIS) and Civil 3D. He has worked on a wide variety of projects in electrical, landscape, and water transmission pipeline.

EDUCATION

Dona Ana Community College
Associate of General Drafting

70%
Devoted to Las Cruces

NOTABLE PROJECTS

Pre-1965 Foothills Landfill Closure
Eric was the RPR on site for CLC. He was on site quantity and quality control for CLC. He was in daily contact with CLC Utility project manager.

Corralitos Cell 5 CQC
As an RPR Eric have taken density testing along with monitoring the installation of the liner.

CHAD DIETZ, RLA | Landscape Architect

Chad Dietz, RLA, is a Principal and member of Parkhill's Landscape Architecture Sector. As a Landscape Architect, he has developed a wide range of experience in the Higher Education, K-12, and Community sectors. For his dedication to the profession, Chad has received the Certificate of Merit from the American Society of Landscape Architects. Chad's most recent work includes serving as Project Landscape Architect for City of Amarillo Polk St. Streetscape Improvements.

EDUCATION

Texas Tech University
Bachelor of Landscape Architecture

REGISTRATION

Registered Landscape Architect
NM | 541

15%
Devoted to Las Cruces

NOTABLE PROJECTS

City of Amarillo Polk St.
Served as site design and landscape lead for renovations to 8 blocks of downtown streetscapes in the heart of Amarillo.

Mesalands Community College
Served as site design and landscape lead updated a series of parking lots and drainage challenges for the campus.

Parkhill

KIM LABREE, PE | Utilities

Kimberly LaBree, PE, is an Associate with Parkhill's Water Resources Sector. She was the manager of the Vinton Water and Wastewater Improvements, that provided a new centralized collection system and new water distribution system to the Village of Vinton.a Kim has a passion for getting clean water to people in need, specializing in funding processes. She has planned, modeled and designed about 77 miles of pipeline.

EDUCATION

University of Texas at El Paso
Bachelor of Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM | 23692

15%
Devoted to Las Cruces

NOTABLE PROJECTS

Village of Vinton Phase II Water and Wastewater Improvements
Lead project manager overseeing water distribution and wastewater collection systems. Coordinated smooth transition of 191 connection to a new water system, ensuring uninterrupted service.

El Paso Hawkins Boulevard Reconstruction
Responsibilities for the design and relocation of all water and wastewater utilities, while coordinating with Union Pacific for the crossing of the rail spur, ensuring efficient and uninterrupted operations.

ANDY YUHAS, PG | Professional Geologist

Andy Yuhas is a Professional Geologist with Parkhil's Environmental Sector. He has 20 years of environmental monitoring and compliance experience, ranging from project planning and management to "boots on the ground" field work. He also thrives on field geology and GIS mapping and analysis. His history includes conducting GIS-based surface ownership, land use, environmental justice, public notification, and vulnerable area analysis surveys throughout New Mexico for private and government clients as well.

EDUCATION

University of New Mexico
Master of Earth and Planetary Sciences
University of Montana
Bachelor of Geology

REGISTRATION

Professional Geologist
TX | 15174

10%
Devoted to Las Cruces

NOTABLE PROJECTS

Pre-1965 Foothills Landfill Closure
Andy was the Project Manager for Parkhill. Responsible for subcontractor scheduling and coordination dealing with traffic control, utilities clearance, security rental, site amenities, laboratory testing, and final Completion Reporting to the NM Environment Department.

Former City of Truth or Consequences Landfill - Replacement Groundwater Well Installation and Decommission
As project manager and geologist, Andy proposed, oversaw in the field, and wrote the final installation report for submittal to the New Mexico Environment Department Groundwater Quality Bureau for the installation of three new monitoring wells and the plugging of two dry wells.

Parkhill

DEAN LACKEY, PE | SCADA

W. Dean Lackey, PE, serves as Parkhill's lead Control Systems Engineer in the Water Resources Sector. Licensed in New Mexico, Texas, and Oklahoma, his education and experience provides a unique understanding of processes. Dean provides clients with complete industrial automation solutions primarily in water and wastewater. His solutions include SCADA, instrumentation, process control, PLC programming, HMI development, P&ID, industrial communication platforms, access control, CCTV, system start-up services, field inspection, and any other requirements dealing with automated or specialty subsystems.

EDUCATION

New Mexico State University
Bachelor of Mechanical Engineering Technology

REGISTRATION

Licensed Professional Engineer
NM | 20600

15%

Devoted to Las Cruces

NOTABLE PROJECTS

Alto Lakes 300K GST and Treatment

Dean designed the instrumentation and automation systems for a new water treatment facility and ground storage tank. He programmed and commissioned the system to automatically operate. This new system was then integrated by him into Alto's existing SCADA system.

Hobbs Waste Water Reclamation Facility

Dean has performed multiple automation tasks at the facility. One of those efforts involved on-line modifications to an existing automated sequence. He was able to utilize current measurements to automatically adjust inlet valves on blower units alleviating nuisance faults of the VFD drives based on seasonal and weather related ambient air pressure variances.

ISAAC AGUILAR, PE | MEP

Isaac Aguilar, PE, is a Principal and Electrical Engineering Group Lead in Parkhill's MEP/Structural Sector. His experience includes lighting, power, communications, and fire alarm designs for various project types, including educational, healthcare, municipalities, and institutional facilities. Isaac has designed emergency backup generators for healthcare facilities, data centers, airports, booster stations, and chiller plants. Isaac provides facility assessments on electrical systems to determine the current condition and provides recommendations.

EDUCATION

Texas Tech University
Bachelor of Electrical Engineering Technology

REGISTRATION

Licensed Professional Engineer
NM | 21665

10%

Devoted to Las Cruces

NOTABLE PROJECTS

Jal Public Schools High School Auditorium Renovation

Provided new lighting and power distribution systems for new audio, visual equipment.

Jal Public Schools Athletics Improvements

Provided a new concession stand and locker room facility located south of the football field.

Parkhill

CONTACT

Marco Marquez
City of Las Cruces
575.528.3332

LAS CRUCES DOWNTOWN CALLESITA SHADE STRUCTURES

City of Las Cruces | Las Cruces, NM

As a part of the downtown Las Cruces revitalization project, Parkhill worked with the City of Las Cruces to design three pedestrian centered callesitas at May Avenue, Hadley Avenue and Court Avenue. The overall design for the callesitas turned 'back alley streets' into pedestrian accessible plazas encouraging downtown walkability, an enhanced business presence and revitalization to the heart of downtown. Each callesita carried its own unique theme, i.e. farming, railway and acequia, but they were all three made congruent using similar hardscape and softscape materials, site fixtures, and the integration of custom shade structures. The custom shade structures, designed by Parkhill engineers and architects, integrated custom poles with integrated seating, shade, lighting, power receptacles and fabric structures tensioned to the poles. Due to project budget constraints, only half of the poles, benches, and shade covers were constructed.

In 2023, the City contracted with Parkhill to prepare construction documents for the remaining shade structure design elements in each callesita and assist with bidding and construction administration for the shade structures. Upon construction completion, each callesita will include seven 18-foot tall pole systems, two steel shade canopies with benches, and five shade sail systems.

The completion of the shade structures will fulfill the City's vision for the downtown callesitas by providing an inviting, walkable, pedestrian centric downtown which provides an architecturally enhanced perspective to shade integration.

Parkhill

CONTACT

Geremy Barela
City of Las Cruces
575.528.3142

LAS CRUCES DOWNTOWN REVITALIZATION

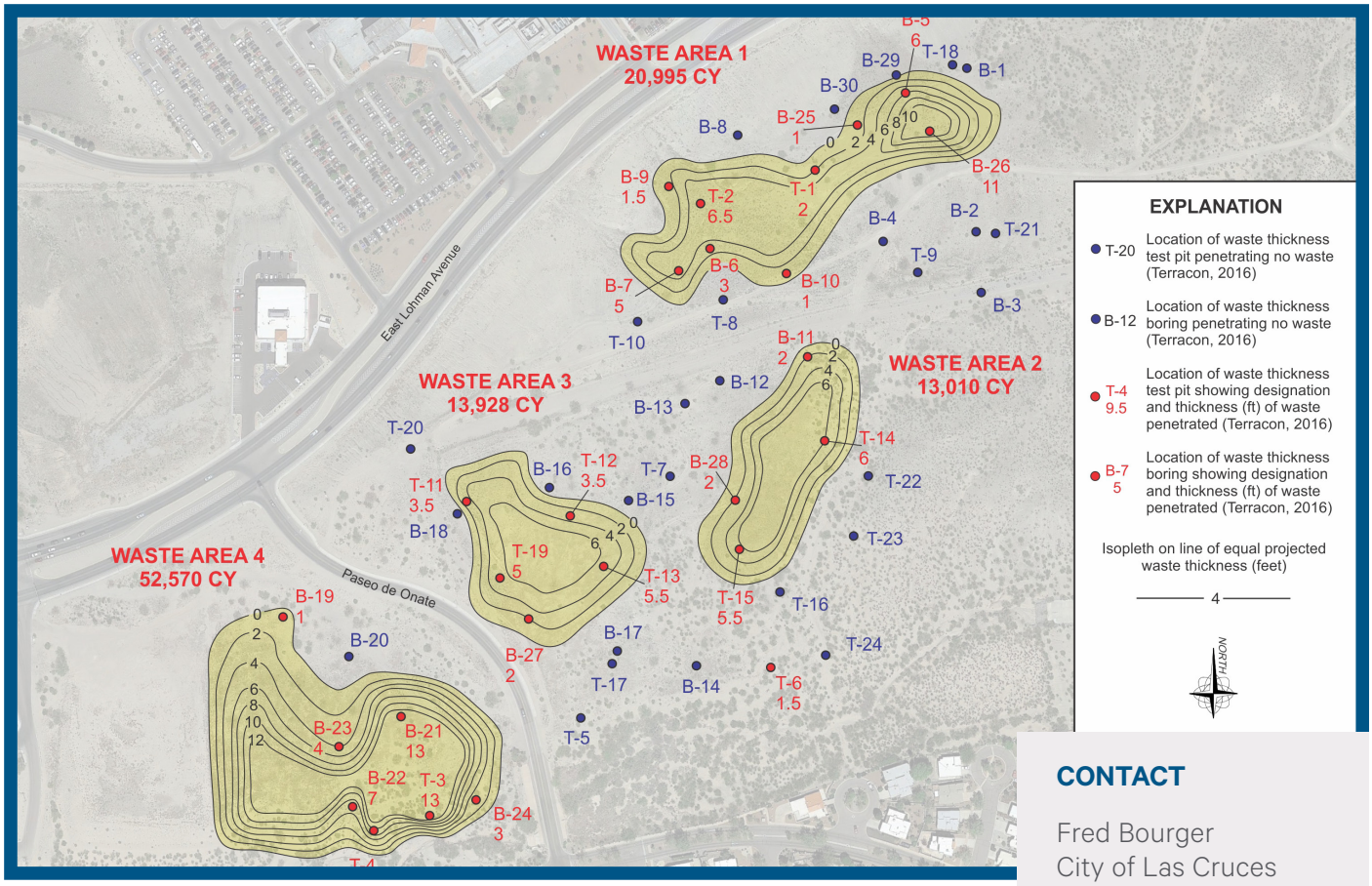
City of Las Cruces | Las Cruces, NM

Parkhill worked with the City of Las Cruces to improve its downtown via the conversion of one-way streets into two-way pedestrian friendly streets using NACTO design guidelines. Several years of planning, public involvement, stakeholder coordination, traffic studies, regional growth studies and pedestrian walkability reports indicated the one-way to two-way conversion would revitalize Downtown Las Cruces spurring economic growth and attracting pedestrians into the City's central hub. The design involved street design, improvements to alleyways with architectural elements meant to provide an inviting and safe atmosphere where people can gather and interact, traffic signals, landscaping, illumination, and utility design. Aesthetic improvements included colored and stamped sidewalks, street trees, landscaping and aesthetic light poles.

Pedestrian friendly elements consisted of wide sidewalks and curb extensions for improved safety and aesthetics. Green infrastructure was implemented into the curb extensions as alternate bid items. The area's aging utility infrastructure was also replaced, providing enhanced lighting to the Callesitas and power for food trucks to attract visitors.

Additional lighting improvements included evaluating the existing street lighting and relocating pole to provide better coverage on the roadway and at pedestrian crosswalks. Decorative lighting was added on Main, Griggs, and Las Cruces to match existing lights installed under previous projects and provide a safe and accessible area for pedestrians. All of the lighting is dark-sky compliant. Traffic signals were reconfigured to accommodate the two-way traffic flow and additional pedestrian lighting was added in these locations.

Parkhill



CONTACT

Fred Bourger
City of Las Cruces
575.528.3572

PRE-1965 FOOTHILLS LANDFILL CLOSURE

City of Las Cruces | Las Cruces, NM

A property located in eastern Las Cruces, New Mexico, was a disposal site for municipal waste until 1965. Waste at the site was covered with soil, and the property has been environmentally stressed and limited in use since. At the time of waste disposal, the site was located well east of the City of Las Cruces. Over the years, Las Cruces has grown eastward and engulfed the site. The city disposed of municipal waste at the site under terms of a lease with the Bureau of Land Management and has since acquired the 160-acre property with the intent to restore the site to a "no environmental stress" status to allow development. The City is removing and transporting the waste to South Central New Mexico Solid Waste Authority's Corralitos Landfill, located about 20 miles west of Las Cruces. Waste disposal practices at the pre-1965 Foothills Landfill were primitive. Wastes were not placed in excavated regularly-shaped cells but were deposited on existing land surface in low-lying areas, generally next to or inside arroyos. As wastes were placed, soil from the adjacent arroyo banks was pushed downhill over the wastes. The resulting buried waste bodies are irregular. Test borings and potholes were advanced to allow estimates of the thickness and lateral extent of wastes. The City of Las Cruces chose Parkhill to assist with planning, permitting and site operations to excavate approximately half of the waste (Phase 1, Areas 1-3). Parkhill's assistance with Phase 1 began with preparing projections of waste volumes and geometry, estimating project costs and preparing a waste excavation plan approved by the New Mexico Environment Department. Parkhill currently supports site excavation with updated waste delineation, air quality monitoring, excavation base soil sampling for clean confirmation, documenting the project progress, keeping the client informed and ensuring a successful project. Parkhill anticipates follow-up assignments for waste characterization, excavation planning and site support services for Areas 4-5 (Phase 2). The project will result in a significant area in eastern Las Cruces being transformed from an environmental liability to a valuable real property, will profit the City monetarily and will improve quality of life for Las Cruces residents.

Parkhill

CONTACT

Patrick Peck
South Central Solid
Waste Authority
575.528.3800

CORRALITOS REGIONAL LANDFILL

South Central Solid Waste Authority | Las Cruces, NM

Parkhill has served as the primary design engineer for the South Central Solid Waste Authority's Corralitos Regional Landfill for more than seven years. During this time, Parkhill had developed Construction Plans, Project Specifications, and bid documents for approximately 30 acres of geosynthetic lined landfill Cells (Cells 4 and 5). These documents we developed based on industry standard design practices and satisfy the requirements of the Landfill's approved Solid Waste Permit and all relevant New Mexico Administrative Code (NMAC) rules and regulations.

Parkhill not only provided the engineering design services for the two landfill cell construction projects, but also offered Construction Quality Assurance during all phases of construction for both projects ensuring that all installed materials meet stringent industry standards and requirements outlined in the Project Specifications and the facility's permit. Parkhill is currently working with both the South Central Solid Waste Authority and industry leading contractors to complete the construction of Cell 5 which will provide the Landfill with an additional seven to eight years of airspace to facilitate solid waste disposal for the City of Las Cruces and surrounding Dona Ana County. Following the completion of Cell 4 construction activity, Parkhill also prepared the Engineering Certification Report for submittal and approval by the New Mexico Environment Department Solid Waste Bureau.

Parkhill

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Parkhill
333 Rio Rancho Blvd. NE, Suite 400
Rio Rancho, New Mexico 87124

Authorized Signature
Mike Ramirez, PE, CCM
Typed or Printed Name
Principal-in-Charge
Title
mramirez@parkhill.com
Email Address

Telephone number 505.867.6990 Fax number 505.867.6991

NM Tax & Revenue Dept. CRS # L1212735408

Current NM Secretary of State Business ID # 4232450 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 75-1156936 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Parkhill

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **PARKHILL SMITH & COOPER INC**

DBA: **PARKHILL SMITH & COOPER INC**
333 RIO RANCHO DR NE STE 400
RIO RANCHO, NM 87124-1460

Expires: **05-Jul-2025**

Certificate Number:

L1212735408

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Parkhill

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Parkhill, Smith & Cooper, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

PARKHILL, SMITH & COOPER, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "I"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Miller Engineers, Inc. dba Souder, Miller & Associates, of 3500 Sedona Hills Parkway, Las Cruces, NM, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Miller Engineers, Inc. dba Souder, Miller & Associates 3500 Sedona Hills Parkway Las Cruces, NM 88011 ATTENTION: Paul J. Pompeo

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24

City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Miller Engineers, Inc. d/b/a Souder, Miller & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 240
2	Project Engineer/Project Manager	$ 210
3	Senior Engineer	$ 190
4	Design Engineer	$ 150
5	Engineer Intern	$ 120
6	Engineering Technician	$ 110
7	Drafting Technician	$ 120
8	Survey Crew**	$ 205
9	Construction Inspector/Observer	$ 120
10	Administrative/Clerical	$ 100
11	Field Testing and Investigations	$ 160
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.05
16	Color Copies (per copy)	$ 0.10
17	Prints 24x36 (per sheet)	$ 3.75
18	Mylars 24x36 (per sheet)	$ 7.00
19	Photo Quality Plots (per plot)	$ 10.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

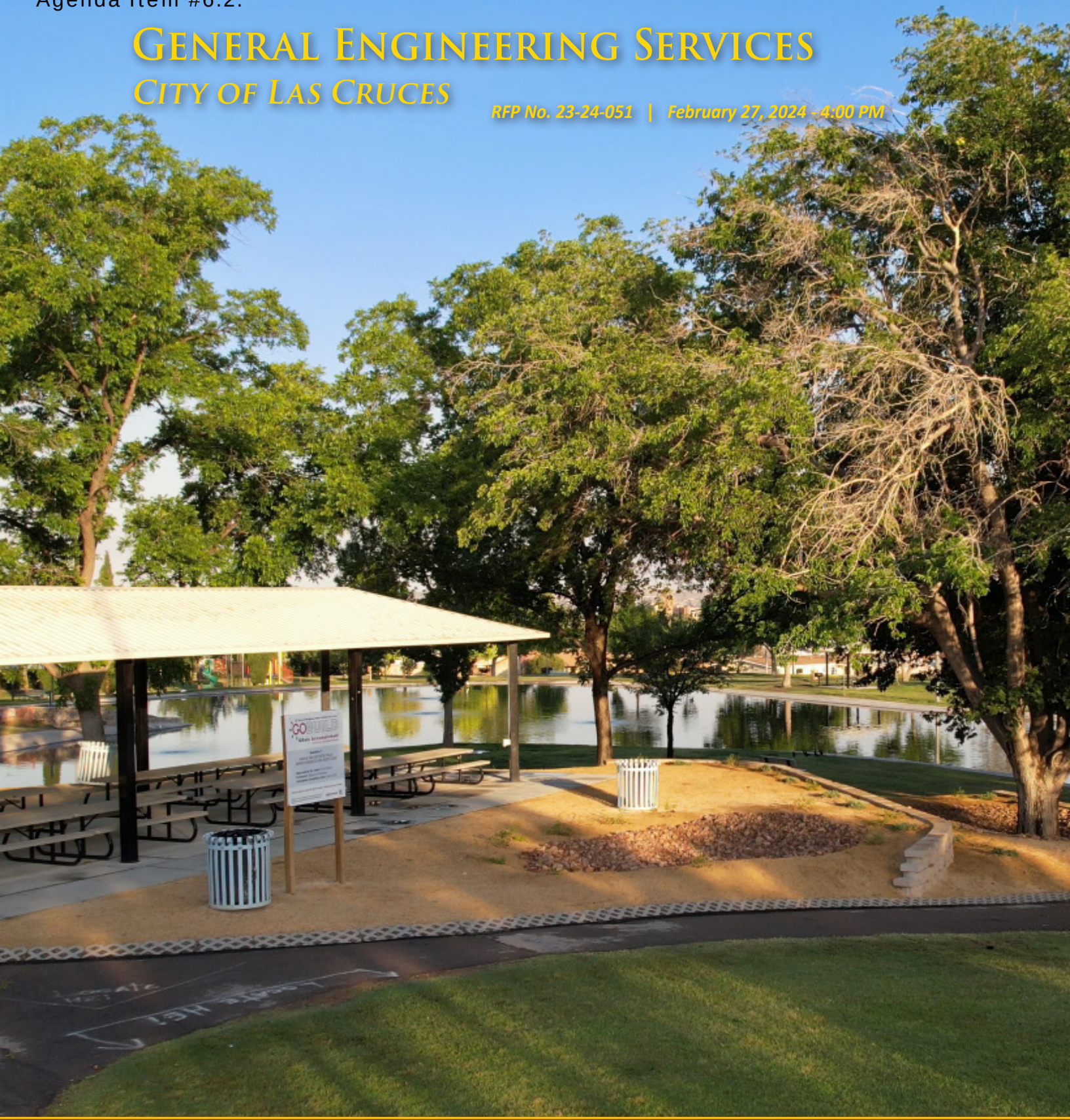
Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

General Engineering Services

City of Las Cruces

RFP No. 23-24-051 | February 27, 2024 - 4:00 PM



Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
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www.soudermiller.com

Souder, Miller & Associates ♦ 3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011
(575) 647-0799 ♦ (800) 647-0799 ♦ fax (575) 647-0680

February 27, 2024 #9332212

City of Las Cruces
Attn: Purchasing Department/Bid Clerk
700 N. Main Street
Las Cruces, NM 88001

RE: SUBMITTAL OF PROPOSAL FOR CITY OF LAS CRUCES, "GENERAL ENGINEERING SERVICES", RFP NO. 23-24-051

Dear Members of the Selection Committee:

The following proposal is in response to the City of Las Cruces RFP No. 23-24-051 entitled "General Engineering Services." Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) has prepared this response in strict accordance with the written RFP issued by the City. SMA has received Addendum No. 1.

SMA has reviewed the RFP and is familiar with the City's policies, procedures, and conditions, ***having provided consulting services on numerous projects for the City using local staff for more than 29 years. SMA has provided on-call and standalone consulting services directly to the City on current and past contracts, and as a subconsultant to other firms for City projects. These include recent and ongoing projects, such as the NASA Road High Pressure Gas Line Replacement Project, the Zone 1 Interconnect Phase B Project 2, the Telshor and Lohman Storm Drain Repair Project, and the RoadRUNNER Transit Operations & Maintenance Facility.***

SMA has over 175 employees ***(more than 45 based in Las Cruces)***, including more than 35 registered professional engineers ***(seven in Las Cruces)***, registered professional surveyors and geologists, construction observers, and certified water and wastewater system operators ***in-house*** and has completed hundreds of infrastructure improvements projects, many of these with time limited completion schedules to meet funding deadlines. ***Several of SMA's project team members have developed a close working relationship with City staff members, based on clear communication and attention to the City's needs and wishes.*** Our proposed project team is prepared to move forward immediately when given notice to proceed.

Our local Las Cruces office, where all project management and field work will be performed for the City's projects, has served southern New Mexico for nearly 30 years, providing a stable and dependable foundation on which our valued clients can rely. This stability and continuity have allowed SMA to provide the highest-quality services to successfully complete each project while meeting and exceeding our clients' expectations. Our data gathering and design process focuses on client involvement, allowing the attention to detail afforded by a small firm and the depth of experience and resources of a large firm. We also have very good channels of communication with the different agencies of the State of New Mexico and Doña Ana County, which will prove instrumental for timely completion of projects under this contract.

On behalf of the entire SMA project team, we look forward to continuing our valued relationship with the City of Las Cruces and appreciate your consideration of our proposal. If you have any questions about this proposal or would like to meet at your convenience to discuss this project, please feel free to contact the undersigned via the email or phone number provided below.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

Paul Pompeo, P.E.
Vice President /General Civil Technical Sector Director
575.449.2836
paul.pompeo@soudermiller.com

Table of Contents

Technical Proposal

1. Technical Approach 1
2. Qualifications/Competence 2
3. Performance of the Firm 8
4. Manage Structure and Approach to Project 10
5. Performance with Previous Clients 14

Attachments

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

1. Technical Approach

Company Introduction

Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) appreciates this opportunity to propose to the City of Las Cruces (City) to provide General Engineering Services as described in the City's RFP No. 23-24-051. ***The SMA project team is structured to provide the City with the highest quality services using experienced professionals all coordinated from SMA's nearby Las Cruces office with more than 45 local staff members.***

SMA is an incorporated, New Mexico-based, employee-owned engineering, environmental and surveying consulting firm serving clients throughout New Mexico and the entire Mountain West region. Our project team emphasizes close working relationships and frequent interaction, allowing us to provide the highest quality product tailored to our client's needs while closely managing project costs and timelines.

The SMA Las Cruces office was established in 1995 to serve southern New Mexico. Since then, this office has grown to more than 45 employees, making it one of the largest engineering/ environmental consulting offices in southern New Mexico.

SMA offers comprehensive professional services including planning facilitation, asset management, preliminary and final project design (including any necessary environmental support, surveying, and right-of-way acquisition), regulatory plan reviews, bid administration, permitting, construction administration, construction observation, and support services, including grant administration and funding applications.

SMA has successfully completed similar on-call and standalone civil engineering design work with numerous municipal clients on projects throughout the state, including the City of Las Cruces. Our project team members are well-versed in the requirements of various regulatory agencies anticipated to be involved, including the City of Las Cruces, Doña Ana County, and the different agencies of the State of New Mexico.

SMA will provide all project management; engineering planning, analysis, and design; environmental documentation; expert witness services; and construction observation services in-house. In order to provide the highest quality services and technical diversity to the City of Las Cruces, SMA has enhanced its project team with Bath Group, Inc. (Bath) for supplemental computer network analysis, Southwest Engineering, Inc. (SEI) for geotechnical assessments and soil & groundwater testing, Sites Southwest, LLC (SSW) for supplemental master planning services, DCE Environmental, Inc. (DCE) for supplemental environmental investigation services, The Response Group (TRG) for SCADA system design, and Raxis Engineering (Raxis) for mechanical, electrical, gas, plumbing, and HVAC design. SMA has regularly teamed with each of these firms on several projects over the past 25+ years to complement each firm's strengths.

Technical Approach for Work to be Performed

While there are no specific projects listed in the City of Las Cruces RFP, SMA understands the City's ongoing needs for infrastructure improvements within each of the listed services by virtue of prior City-assigned projects. SMA has reviewed the RFP, and our project team members have met with City staff to discuss the current and long-term needs of the community. The following information outlines SMA's approach to each project.

While SMA has a successful project completion track record, we strive for continuous improvement. As part of that effort, SMA's project manager prepares a Project Management Plan (PMP) to guide the project execution and control and to document the team's approach to communicating with the client and managing risk. To ensure a solid company performance on the project, weekly operations meetings provide project managers the opportunity to present information to senior staff regarding project performance; scope; client needs; and resource availability. In addition, project managers schedule periodic meetings with each of the task managers to verify that assignments are being completed on schedule. Ultimately, the project manager communicates the progress of the project to the client and stakeholders.

Project Kick-off Meeting
For each new task order, SMA conducts internal kick-off meetings to coordinate and begin work on project-specific processes. The purpose of the kick-off meeting is to define the following:

Project-specific goals	Schedule of client progress reports and design reviews	Major design milestones
Schedule of internal design reviews to meet milestones	Timelines and budgets	Critical path issues that will control the schedule

Coordination and Status Review Meetings
The SMA team believes that regular communication and feedback are critical for success. During the contract period, SMA conducts regular meetings with and provides written updates to the City regarding the progress of the project. Whether formal or informal, SMA reviews the work product, cost estimates and project schedule with the City to ensure that the project goals are being met. Finally, SMA keeps in regular contact with regulatory and funding agencies, as well as contractors and sub-contractors. Working closely with the City to incorporate feedback and ideas enhances the quality of work.

Quality Assurance/Quality Control (QA/QC)
SMA places a high value on producing quality products, which we accomplish by following our QA/QC program that focuses on staff training and management involvement to ensure that all technical, scheduling, and budgetary requirements are met. Each project is initiated with a startup meeting where responsibilities for all staff members involved are clearly defined. During the life of the project, regular progress review meetings are conducted between all project staff to maintain the designated schedule, highlight any changes in scope, and identify and correct any delays or problems. A key value provided by SMA is data and report validation, which we accomplish through independent review of final reports by senior and project level staff other than the author.

2. Qualifications/Competence

SMA has identified a specialized planning and design team that includes several local professional engineers to work with the City. While all of the company resources, including more than 35 New Mexico registered professional engineers statewide, are at the disposal of the City, the table on the following page outlines the primary responsibilities of key members, ***all of whom have provided similar services for municipalities throughout southern New Mexico, including current and past projects for the City of Las Cruces.*** Resumes for primary Senior team members in charge of direct project management follow the table.

Service	SMA Key Personnel or Subconsultant	Location
Master Planning	Paul Pompeo, P.E. SSW *(Subconsultant as needed)*	Las Cruces Albuquerque
Structural Design	Hunter Riek, P.E.	Albuquerque
Roadway, Transportation, and Parking Lot Design	Matt Nighbert, P.E.	Albuquerque
Site Development	Paul Pompeo, P.E.	Las Cruces
Computer Network Analysis – Water Wastewater Gas	Robert Storey, P.E. Robert Storey, P.E. Bath *(Subconsultant as needed)*	Las Cruces Las Cruces El Paso, TX
SCADA Design	TRG *(Subconsultant as needed)*	Albuquerque
Mechanical, Electrical, Gas, Plumbing, and HVAC Design	Raxis *(Subconsultant as needed)*	Las Cruces
Water, Wastewater, and Natural Gas Utility System Design and Analysis	Marty Howell, P.E. Robert Storey, P.E.	Las Cruces Las Cruces

Service	SMA Key Personnel or Subconsultant	Location
Traffic Impact Studies; Transportation Modeling Studies	Michael Johnson, P.E.	Las Cruces
Photometrics/Street Lighting Design	Matt Nighbert, P.E.	Albuquerque
Drainage Studies / FEMA Flood Studies	Paul Pompeo, P.E.	Las Cruces
Storm Drainage Design	Paul Pompeo, P.E.	Las Cruces
Solid Waste Studies; Landfill System Design & Analysis	Scott McKitrick, P.G.	Albuquerque
Environmental Surveys, Assessments, Monitoring, and Management Indoor Air Quality, Asbestos, and Mold	Niki Harings, Ph.D. DCE *(Subconsultant as needed)*	Las Cruces Albuquerque
Geotechnical Assessments; Soil & Groundwater Testing	SEI *(Subconsultant as needed)*	Las Cruces
Expert Witness Services	All Task Leads as applicable	TBD
Project Management	All Task Leads as applicable	TBD
Construction Inspection	Richard Bustos	Las Cruces

Key Personnel - Experience and Expertise

The following bios outline the experience, professional designations, areas of special expertise and areas of competence for each of SMA's key team members. Our Project Manager and primary Task Leads are based in (and residents of) Las Cruces ***and collectively represent well over 100 years of specific engineering experience in Las Cruces.*** For space considerations, this listing only includes Senior level personnel in charge of management for the project services. Additional information on all listed staff, including full resumes, is available on request.

Percent of Time Assigned to the Project: Up to 20%

Paul J. Pompeo, P.E. | Principal-in-Charge / Project Manager / Task Lead - Master Planning, Site Development, Drainage Studies/FEMA Flood Studies, Strom Drain Design

B.S. - Civil Engineering
Professional Engineer - New Mexico (#11490)

Areas of Expertise and Competence

Storm Drainage, Utilities, Site Development, Drainage Reports/FEMA Flood Studies, Expert Witness, Project Management

Responsibilities and Experience

Mr. Pompeo has more than 30 years of experience as a Professional Civil Engineer with an emphasis in public works, residential, commercial, and industrial project design and development. His project experience includes total project oversight from the conceptual phases through final construction inspection. Designs have included grading plans, roadway plan & profile design, drainage plans, utility plans, geotechnical investigations, pavement design and project specifications. Following the design phase, Mr. Pompeo oversees the submittal of project documents to jurisdictional governmental agencies and private utility companies for review, approval and permitting.

Representative Past Projects

- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Las Cruces Telshor & Lohman Storm Drain
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails
- Sonoma Ranch Master Plan Communities
- City of Las Cruces Design-Build Parks and Sports Courts Rehabilitation
- City of Las Cruces Design-Build Recreational Trails
- Three Crosses Regional Hospital & MOB Development
- Sierra Norte Master Plan Community

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Percent of Time Assigned to the Project: Up to 15%

Matt Nighbert, P.E. | Senior Engineer / Task Lead – Transportation Facility Design

B.S. - Civil Engineering
Professional Engineer - New Mexico (#19479)

Areas of Expertise and Competence
Transportation Facility Planning & Design, Expert Witness, Project Management

Responsibilities and Experience
Mr. Nighbert's responsibilities as Senior Engineer and Transportation Technical Sector Director include coordinating the preparation of plan sets from project initiation to completion. Project-specific tasks include facilitating the geometric design of roadways and roadway sub-elements, verifying that existing environment elements are accounted for in the designs, coordinating the efforts of sub-consultants and incorporating subconsultant data into plan sets or client deliverables, and making certain of the completion of engineer's opinions of construction cost. Technical consultation tasks include relating project requirements and project types to the best methods to accomplish project designs.

Representative Past Projects

- City of Albuquerque Bikeways and Trails Master Plan Update
- Town of Mesilla La Llorona Multi-Use Trail Extension
- NMDOT Statewide On-Call Contracts – Multiple
- City of Hobbs West Bender Roadway & Drainage
- Bernalillo County On-Call Traffic and Transportation Multiple Contracts
- Grant County Road Certifications
- NMDOT NM 15 Silver City Phase III Reconstruction
- Mescalero Apache Tribe Inn of the Mountain Gods Bridge Replacement

Percent of Time Assigned to the Project: Up to 15%

Hunter Riek, P.E. | Project Engineer / Task Lead – Structural Design

Civil Engineering (Structural Track)
Professional Engineer – New Mexico (#23567), Arkansas, Nevada

Areas of Expertise and Competence
Structural Design, Construction Contract Administration, Project Management

Responsibilities and Experience
Mr. Riek has more than 20 years of experience in the engineering and construction industry and enjoys finding solutions through design and coordination. His experience ranges from field work to design and management of structural engineering for a variety of above-ground and below-ground projects. He has recently designed massive structures in the precast concrete industry. Mr. Riek also has extensive experience in project management, construction phase services, plan review, and stakeholder coordination.

Mr. Riek's recent project experience includes multiple building structures, elevator cores, parking garages, and retaining walls for several commercial, school, and healthcare sites throughout the state. These projects have included multiple private development sites, elementary schools in Las Cruces, and wastewater effluent treatment facilities in Carlsbad.

Representative Past Projects

- Columbia Elementary School Structural Evaluation
- Southwestern Health Group Santa Teresa Medical Building Structural Design
- Albuquerque Uptown Target Store Design
- Sandia Parking Garage Design
- Winrock Mall Parking Structure
- City of Carlsbad WWTP Final Clarifier Effluent Holding Tank Concrete Repairs
- Vail Health Hospital East Wing Design
- Mesa Oil Belen Industrial Secondary Containment Structural Analysis
- Rio Salado Bridge Improvements
- Amargo Creek Bridge Improvements

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Percent of Time Assigned to the Project: Up to 15%

Marty Howell, P.E. | Senior Engineer / Task Lead – Water, Wastewater, and Natural Gas Utility System Design and Analysis

B.S. - Civil/Environmental Engineering
Professional Engineer - New Mexico (#22670), Arizona, Colorado, North Dakota, Texas

Areas of Expertise and Competence
Utility System Planning & Design, Expert Witness, Project Management

Responsibilities and Experience
Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO. His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, ***including recent infrastructure improvements for City of Las Cruces.***

Representative Past Projects

- City of Las Cruces Hacienda Acres Phases 1 & 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- City of Las Cruces WWTF Reinvestment Project Construction Services
- City of Las Cruces Zone 1 Interconnect Phase B Project 2
- City of Las Cruces Missouri Tank Rehabilitation
- City of Carlsbad Engineering On-Call
- Village of Ruidoso Multiple Water, Wastewater, and Roadway Improvements
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2

Percent of Time Assigned to the Project: Up to 20%

Robert Storey, P.E. | Project Engineer / Task Lead – Computer Network Analysis

B.S. - Civil Engineering (Math Minor)
Professional Engineer - New Mexico (#26569)

Areas of Expertise and Competence
Computer Network Analysis, Project Management, Utility Design

Responsibilities and Experience
As a Project Engineer with SMA, Mr. Storey's duties include utility system modeling, utility network analysis, and the development and review of construction drawings, technical specifications, and Opinion of Probable Construction Cost (OPCC) documentation for site development, water, wastewater, and natural gas infrastructure projects. He also assists in permitting and bid phase services for these projects.

Mr. Storey has worked as a research assistant at New Mexico State University, researching various water treatment methods. ***He has worked as a co-op at the City of Las Cruces Water Resources Department working with the City's water model, developed reports on the well production, water quality, and various other aspects of the City's water operations.*** He has also provided design support for structural, water, wastewater, and gas systems throughout southern New Mexico. Mr. Storey currently or has recently provided planning and design services for numerous utility system improvements projects in southern New Mexico.

Representative Past Projects

- City of Las Cruces Hacienda Acres Phase 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2
- City of Carlsbad Engineering On-Call
- City of Las Cruces NASA Road High-Pressure Gas Line
- Lower Rio Grande PWWA On-Call Engineering and Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements

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Percent of Time Assigned to the Project: Up to 20%

Michael Johnson, P.E., ENV-SP | Senior Engineer / Task Lead – Traffic Impact Studies and Transportation Modeling Studies

M.B.A. – Business Administration; B.S. – Civil Engineering
Professional Engineer – New Mexico (#10751)
Environmental Sustainability Professional (ENV-SP)

Areas of Expertise and Competence
Storm Drain Design, Site Development, Traffic and Transportation Studies, Construction Contract Administration, Project Management, Construction Inspection

Responsibilities and Experience
Mr. Johnson was a former Public Works Director, Facilities Director, and City Traffic Engineer for the City of Las Cruces and has more than 35 years of public works operational, engineering design, and managerial experience. He has extensive engineering experience working with municipalities, counties, and state and federal agencies. In addition to engineering design and management, Mr. Johnson has substantial in-field construction observation experience on a variety of infrastructure improvements projects, providing him with first-hand knowledge of both sides of project work. This experience affords him a unique insight to project logistics. From his time with the City of Las Cruces, Mr. Johnson has an intimate knowledge of the design and construction of much of the City's existing infrastructure. Since joining SMA, he has provided professional consulting services for numerous projects in and around Las Cruces, including several infrastructure improvement projects for City of Las Cruces, as noted below.

Representative Past Projects

- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Las Cruces Nevada Ave Green Infrastructure
- City of Las Cruces Parking Lot 7 & Restroom Building
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails
- City of Las Cruces Design-Build Recreational Trails
- Town of Mesilla La Llorona Multi-Use Trail Extension Project
- Doña Ana Walking Path Project
- Doña Ana Sidewalks and Lighting

Percent of Time Assigned to the Project: Up to 20%

Niki Harings, Ph.D. | Senior Environmental Scientist / Task Lead – Environmental Investigation

Ph.D. – Biology; M.S. – Biology; B.S. – Biology

Areas of Expertise and Competence
Environmental Investigation, Expert Witness, Project Management

Responsibilities and Experience
Dr. Harings is a Senior Environmental Scientist with 21 years of experience - 13 directly with SMA producing NEPA documents for a variety of agencies, including Federal, State, local, and tribal clients. She has managed and or participated in NEPA projects including solar farms, institutional facilities, dams and other water retention structures, linear transmission facilities, roadways, and conveyance channel projects. Dr. Harings has completed CatExs and EAs for both new and old construction. Dr. Harings will use her extensive NEPA experience in the development of any environmental services that may be required for the City's projects, ensuring all data collected is complete, concise, and correct, meeting the objective of providing sufficient information for environmental assessments to meet regulatory compliance and funding requirements.

Representative Past Projects

- Doña Ana County Flood Commission La Union Cultural Resources Evaluation
- NM General Services Department Small Homes Environmental Assessment
- Dove Creek Raw Water Reservoir Improvements Environmental Investigations
- NM GSD Behavioral Health Institute Environmental Assessment
- Spaceport America Biological Report
- Mescalero Apache Tribe – Multiple Environmental Investigations

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Percent of Time Assigned to the Project: Up to 10%

Scott McKitrick, P.G. | Principal Geoscientist / Task Lead – Solid Waste Studies, Landfill System Design & Analysis

M.S. – Geology; B.S. – Geological Engineering
Professional Geologist – Utah

Areas of Expertise and Competence
Solid Waste Studies, Landfill System Design & Analysis, Expert Witness, Project Management

Responsibilities and Experience
Mr. McKitrick is the Environmental Technical Sector Director at SMA and is a highly experienced Professional Geologist with more than 33 years of experience in geology, hydrogeology, and environmental engineering. His responsibilities include oversight and quality assurance of a wide range of environmental and engineering support projects, as well as water supply and environmental projects throughout New Mexico. Projects have included landfill cell design and construction, cell closure design and construction, permitting of new solid waste facilities, renewal and modification of solid waste operating permits, general regulatory compliance at landfills, investigation and documentation of geology and hydrology at landfill facilities, completion of investigation and design for corrective actions (groundwater remediation) at landfills, financial assurance calculations for annual reports, leachate monitoring and reporting, and solid waste master plans. Mr. McKitrick is currently Senior Manager for the Taos Regional Landfill, City of Roswell Municipal Landfill, and closed Las Vegas Landfill. He provides senior project management, regulatory review and interpretation, permitting assistance, interaction with NMED-SWB staff, and quality assurance/quality control for a variety of solid waste projects.

Representative Past Projects

- Village of Ruidoso Solid Waste Master Plan
- Roswell Municipal Landfill Multiple Solid Waste Services
- Otero-Greentree Regional Landfill and Transfer Station Multiple Projects
- Taos Regional Landfill Multiple Solid Waste Services
- Catron County Multiple Landfill Monitoring and Closures
- City of Deming Multiple Landfill and Solid Waste Services
- City of Tucumcari Multiple Landfill Services
- City of Las Vegas Landfill Multiple Solid Waste Services

Percent of Time Assigned to the Project: Up to 15%

Richard Bustos | Senior Resident Project Representative / Task Lead – Construction Inspection

A.S. - Water Technology

Areas of Expertise and Competence
Construction Administration, Construction Inspection, Project Management

Responsibilities and Experience
Mr. Bustos brings 30 years of experience in stormwater, water, wastewater, and roadway infrastructure projects. He is experienced in utility, drainage, subdivision, roadway, construction administration, project management, and development review. Prior to joining SMA, ***Mr. Bustos was the Senior Inspector for the Public Works Department of the City of Las Cruces.*** His area of specialty is the inspection of utility construction projects, during which he monitors for potential installation deficiencies, makes recommendations for cost savings to projects, and ensures proper submission of pay applications to maintain progress on each project.

Representative Past Projects

- Mescalero Apache Tribe Gallerito Water System Construction
- Village of Ruidoso Multiple Water, Sewer, and Roadway Improvements
- Doña Ana County Dragonfly Diversion Channel
- Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements

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3. Performance of the Firm

Similar Past Contracts

The nature of on-call contracts presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks. To adequately meet the needs of the City of Las Cruces, a consultant must be responsive and have resources available at any time. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- Single point of contact for the client with a thorough understanding of task requirements
- Familiarity with the project area(s)
- Multi-discipline capabilities
- Qualified engineers and technicians
- Availability of staff
- In-place quality assurance/quality control measures programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Experience with on-call service contracts

Specific project tasks associated with current on-call contracts with other municipalities, counties and state agencies include asset management plans, comprehensive plans, feasibility studies, roadway design, utility design & coordination, right-of-way maps, historical/cultural/biological reports, solid waste design and monitoring, sidewalk/bicycle path design, landscape design coordination, structural design, parking lot and driveway design and public information meetings, as well as surveying and stormwater drainage analysis and design.

The following is a small sampling of clients for whom SMA currently or has recently performed comparable on-call, multiple project engineering services:

- ***City of Las Cruces, NM***
- City of Deming
- Town of Mesilla
- City of Farmington
- City of Sunland Park
- New Mexico Department of Transportation
- Grant County
- Doña Ana County
- Otero County
- Sandoval County
- El Paso Electric Company

In addition to on-call engineering contracts, SMA has recently provided and/or is currently providing services similar to those described in the City's RFP through stand-alone contracts with a variety of New Mexico clients. Further projects are listed in Section 5 of this proposal.

Subcontractors

Sites Southwest, LLC (SSW) | Master Planning

SSW was founded in Albuquerque in 1997 as a firm dedicated to community planning and landscape architecture. In their 25+ years in business, the firm's mission has been to help their clients create and sustain strong communities. Whether at the level of a comprehensive plan, corridor plan, facility plan, or landscape design, SSW keeps economic, social, and physical sustainability in mind. SSW is fortunate to partner with their clients over time, supporting local community goals from comprehensive plans through project implementation.

SMA and SSW maintain a consonant working relationship and have partnered on numerous parks, trails, and planning projects, including the City of Las Cruces Desert Trails Community Park, City of Las Cruces Highland Park, Village of Ruidoso Master Planning Oversight, City of Santa Fe Pedestrian Facilities Improvements and Safety Program, and City of Farmington Gateway Park Site Development.

D.C. Environmental, Inc. (DCE) | Environmental

DCE was founded by Karen Dremann and David Charlesworth, whose 28-year career in the Southwest has been based on the principles of sound industrial hygiene and adult education. DCE is founded on the belief of scientific practice to recognize, evaluate, and control environmental hazards.

Their project involvement regarding environmental surveys and assessment includes interactive inspections and investigations, quality control and input from laboratories or design professionals, and cost-effective approach to remediation strategies. Mr. Charlesworth has performed a major part of his career overseeing hazardous materials remediation activities, air quality assessments and asbestos abatement.

Bath Group, Inc. (Bath) | Supplemental Computer Network Analysis

Bath is a professional engineering firm with offices in several states. It provides engineering, commissioning, and process safety management services through its three divisions, Bath Engineering Corporation, Bath Commissioning Corporation, and Bath PSM. The firm was founded in 1957 and has grown to more than 50 employees with over 1,000 years of combined construction experience. The staff is very stable, with many employees having served the firm throughout their careers.

Bath takes pride in its dedication to sustainable design, having worked on dozens of buildings registered for LEED certification. Bath provides services to a wide range of clients including state and federal government, military, healthcare, higher education, municipal, and private commercial and industrial clients.

Southwest Engineering, Inc. (SEI) | Geotechnical Assessments, Soil & Groundwater Testing

SMA has worked with SEI for over 25 years. During this time, SEI has provided SMA with construction materials testing, geotechnical drilling, and environmental drilling services. Started in 1972, SEI has 6 full time employees and operates out of an 8,000+ square foot, fully equipped engineering facility. Staff includes one registered New Mexico Professional Engineer, one senior National Institute for Certification in Engineering Technologies (NICET) technician, and two others in various levels of NICET/ TCPP certifications are on staff, full-time. With more than 45 years of professional geotechnical experience SEI has the ability to meet project related needs in a timely, efficient, and professional manner.

All services to be performed as part of this proposal will be done so in accordance with the specifications and guidelines of the American Society for Testing Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and any other test methods directed by the City. More specifically, SEI will perform all testing as outlined by ASTM Specifications D-420 and D-3740.

Raxis Engineering (Raxis) | MEP, Gas, and HVAC Design

Raxis is an established consulting engineering firm with 25 years of experience in providing solutions for electrical and mechanical design, as well as energy management for a wide range of clients. Their experienced team provides a range of practical and innovative engineering solutions using energy efficient practices and current technologies while focusing on personal relationships, client needs, and customer service. Raxis has the ability and resources to provide quality services under very tight schedules, providing immense value to each client's projects. They incorporate several design strategies to minimize both construction costs and operational costs.

The Response Group (TRG) | Electrical Design and SCADA System Design

TRG was established in 1997 and has a long-established presence in New Mexico as an electrical and mechanical engineering company, having completed numerous similar infrastructure projects in the region. Their success with municipalities and rural utilities throughout the state has resulted in numerous repeat clients that depend upon TRG's responsiveness, cooperation, partnering, and customer satisfaction.

SMA has worked with TRG on numerous infrastructure projects similar to those anticipated for the City and have developed a synergistic relationship to successfully complete each project. Recent utility infrastructure project clients for whom SMA has teamed with TRG have included Village of Ruidoso, Hondo PSD, and City of Carlsbad.

Locations Where Work Will be Performed

With no specific projects established, fully accurate percentages of work to be performed are difficult to assess. The following percentages indicate our estimate for the percentage of work to be performed by SMA and our subcontractors by location.

SMA
Las Cruces - 86%
Albuquerque - 2%

SSW
Albuquerque - 2%

DCE
Albuquerque - 2%

Bath
El Paso - 2%

SEI
Las Cruces - 2%

Raxis
Las Cruces - 2%

TRG
Albuquerque - 2%

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4. Management Structure and Approach to Project

Principal Officer Responsible for Administration of the Contract -and-

Professional Engineer Responsible for and in Direct Charge of the Work

Paul J. Pompeo, P.E. (NM PE #11490)
Vice President / General Civil Technical Sector Director / Principal Engineer
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.449.2836

Management Structure

Of the staff presented in Section 3, seven of our 10 task leads are based in (and residents of) Las Cruces and ***collectively represent well over 200 years of specific engineering experience in Las Cruces.*** Likewise, seven of the task leads each have more than 30 years of professional experience, and all task leads have more than 10 years of experience as a project manager and team leader; this represents a level of both professional experience and management acumen that is well beyond that of any firm with an office in Las Cruces.

More specifically, ***Mr. Pompeo has provided the requested services on projects in Las Cruces for more than 30 years.*** He has led teams for a variety of projects throughout New Mexico and surrounding states with constructed values exceeding several million dollars. Mr. Pompeo, as the Principal-in-Charge and Project Manager to the City, has an unparalleled local knowledge for site development and was the principal engineer and owner of Las Cruces-based SEI for over a decade. Mr. Howell, as a Task Lead, has provided water resource project management throughout Doña Ana County ***(including projects directy for the City)*** as well as New Mexico and surrounding states, using a diverse team of professionals that he has mentored throughout a career extending more than 30 years. Mr. Johnson has been with SMA for nearly a decade and combined with his 27+ years at City of Las Cruces, he brings a broad depth of public works project management experience, as well as ***local experience working in Las Cruces for nearly four decades.***

Project Time Schedule

As the City has not identified any specific projects at this time, SMA cannot establish definitive schedules and rather can only subjectively discuss scheduling practice. As each project is determined, SMA will work closely with City staff to determine a practicable schedule that allows adequate time for data collection, design development, reviews (typically 30%, 60% and 90%), and final production.

SMA also understands that the timeline frequently is also dependent on constraints such as fiscal year budgeting and funding sources. The diverse nature of services in this RFP scope means that the corresponding timeline for delivery is also highly varied; Phase I ESAs may take only 10-15 business days to complete, while more complex services such as drainage studies may take more than one year to complete. Ultimately, all assigned tasks are entered into SMA's financial management software, allowing for tracking of anticipate completion dates by subtask and presenting all project participants with visual indicators of progress versus budget. Although some projects are delayed by circumstances outside of the control of SMA (e.g. agency review, weather, utility locates), we strive to maintain initial project schedules, including work beyond regular hours.

Operational/Management Approach

SMA's approach to the management of each project was previously outlined in Section 1. SMA is presently organized into five business lines (or disciplines): General Engineering, Environmental, Surveying, Water Resources, and Transportation, which have several sub-disciplines, such as stormwater management, solid waste, intelligent transportation, planning, and sUAV surveys. Each subdiscipline includes one or more subject matter experts and a tailored QA/QC path based on overall objectives. All of the corporate support notwithstanding, SMA projects are all managed through local project managers who have direct contact with their clients. Each local project manager is typically backed by another project level employee, who is also local, providing secondary contact and flexibility in meeting with City staff.

Major Tasks to be Accomplished

SMA understands that this on-call contract will include projects of various sizes and types throughout the City. The first stage of any project is scoping, which may simply include information provided by the City in email or a more involved on-site pre-project meeting. The next stage will develop the workplan, which will include scope, fee, and timeline specifics for City-outlined tasks. Depending on the project scale, interim meetings may be held with City staff to discuss progress, changes in conditions, and any items that might alter the timeline for delivery.

As noted earlier, the size of the design project will dictate the number of review plans before the final plan set. These design packages may also include specification packages utilizing standard details provided by the City, or those developed by SMA in working with communities throughout the southwest. For planning phase projects, various staged deliverables may be submitted, while for investigative tasks typically only a final report is produced. Deliverables for resident project representative, by contrast, may range from daily written reports to summaries coordinated with contractor payment schedules.

During the course of all projects, billing is typically completed either on a monthly (for time and materials or percentage complete tasks) or a deliverable basis. Time and materials invoices will include a breakdown of all charges accumulated during the billing period. At the completion of each project, SMA will offer the opportunity for feedback from the City to identify areas of improvement, if any, for subsequent assignments.

Statement of Services

Services associated with projects under this on-call contract as outlined in the RFP may include, but are not limited to the following:

Master Planning

SMA has experience in providing master planning reports for infrastructure, transportation and traffic, community facilities, and present and future land use for a variety of municipal and utility clients. SMA develops many types of infrastructure master planning documents, including but not limited to:

- Comprehensive Plans
- Asset Management Plans
- Utility Master Plans
- Preliminary Engineering Reports
- Water Conservation Plans
- 40-Year Water Plans
- Feasibility Studies
- Drainage Master Plans
- Sustainability Plans
- Capital Improvement Plans

Master planning will begin by reviewing existing documents and typically includes identifying feasible areas for development, producing layouts of residential and non-residential tracts for future development, planned and necessary future infrastructure improvements, and the capacity and deficiencies of the existing infrastructure.

Our teaming partner, SSW, has extensive experience with master planning projects throughout the state and will provide additional planning assistance as necessary, should a project require further services. SMA has worked with SSW on numerous successful planning projects throughout the state over the past two decades.

Electrical, Mechanical, Gas System, Plumbing, and HVAC Design

SMA's subconsultant, Raxis, will provide any necessary electrical, mechanical, gas system, plumbing, and HVAC design that may be required for the City's projects. Raxis, an established in 1999, undertakes new construction projects, as well as renovations, and can provide plans, equipment specifications, and performance specifications. In addition to the conventional mechanical, electrical, and plumbing (MEP) services, they provide energy auditing services for educational, commercial, and industrial facilities, as well as fire system consulting, life safety, and planning services. Raxis' multidisciplinary expertise allows them to help reduce energy consumption to maximize the client's return on investment by implementing energy efficient designs with an emphasis on building sustainability and productivity.

Site Development (Drainage and Grading Design)
SMA performs drainage structure inspections to provide analysis and modeling to efficiently control stormwater drainage, analyzing the channel flow and modeling the backwater curve to effectively characterize the drainage basin. SMA provides designs to protect and control against erosion and floods and has used above ground channelization and below ground conveyance. SMA also provides development of Storm Water Pollution Prevention Plans (SWP3) and state mandated Sediment Control Plans, including the development of best management practices.

Structural Design
SMA provides structural analysis and design for a variety of engineering projects throughout the Mountain West region. These services range from field review and structural analysis of proposed and existing structures in the solar industry, pre-cast concrete, oil & gas contractors, and various public and private clients; to the structural design of various buildings, including schools, community centers, airplane hangars, and water treatment facilities; to industrial and civil structures, including wet wells, pump stations, spreader bars, crane supports, abutments, retaining walls, mechanical support, and many other applications. SMA's structural design experience consists of the use of various materials, including steel, concrete, light gage, wood, and masonry.

Roadway, Transportation, and Parking Lot Design
SMA has completed many substantial road and highway projects throughout New Mexico and surrounding states, including parking lot and driveway design for a variety of structures and commercial development sites. SMA provides data collection, design, stormwater calculations, environmental support, bidding, construction staking, construction observation, project management and development of as-constructed record diagrams. Clients have included the New Mexico Department of Transportation (NMDOT), counties, cities, towns, villages, tribes/pueblos, public schools, engineering consulting firms and private entities. Recent road design experience includes rural arterial and collector streets in difficult soil and topographic conditions, development/design of traffic circles, urban arterial and collector streets and signalized intersections of state highways. Specific project tasks include feasibility studies, alignment alternative design, utility extension design/utility coordination, right-of-way maps, historical/cultural/biological reports, curb-and-gutter design, sidewalk/bicycle path design, landscape design coordination, structural design, parking lot and driveway design and public information meetings, as well as surveying and stormwater drainage analysis and design.

Drainage Studies (including FEMA Flood Studies) and Stormwater Management
SMA's experience includes civil site design, watershed hydrology and yield studies, hydraulic analysis of natural and manmade water courses, GIS mapping and analysis, hydraulic structure design and structural engineering. SMA has several staff with training and background in desert stormwater management and floodplain evaluation. Combined with in-house surveying resources, SMA can develop large and small-scale floodplain management projects. SMA staff members have completed LoMR and CLoMR projects throughout New Mexico to allow and otherwise improve development of parcels that border FEMA floodplains.

Drainage Infrastructure Design
SMA has developed state-of-the-art drainage analysis methods utilizing GIS, WMS and HEC-HMS. However, SMA has reduced the cost and time necessary to collect this data and develop the hydrologic model by using up-to-date GIS methods instead. With software, such as ArcGIS, combined HEC-GeoRAS & HMS, FLO-2D, and WMS, SMA now develops drainage basin maps and preliminary hydrologic and soil factors directly from GIS sources before the project has been surveyed.

SMA has a variety of methods available for performing drainage analyses, depending on the size and complexity of the project. Some of these methods include:

- USGS Regression Method
- HEC-DSS, HEC-RAS 5.0 and HEC-HMS
- FLO-2D Pro
- FlowMaster
- SSA (AutoCAD Civil 3D)
- StormCAD

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Water, Wastewater, and Natural Gas System Design and Analysis
SMA has been involved in pipeline-based infrastructure system improvements projects (including water, wastewater, and natural gas) for more than 30 years, and has performed work for municipalities, private clients and other public entities that covered a full range of services. SMA engineers have completed many NMED and United States Department of Agriculture (USDA) formatted preliminary PERs and associated EIDs, several of these with time limited completion schedules. Our staff will utilize GASWorkS, InfoWater, and InfoSewer software to complete each project for the City.

SMA assists many public and private entities in securing and maintaining reliable sources of high-quality drinking water and in the proper disposal of liquid wastes. Many of these projects need to be phased to reduce the financial burden associated with the improvements. The initial phase includes a site investigation, resulting in a preliminary engineering report of the water or wastewater system. This report contains specific information regarding the age of the existing system, the adequacy of the equipment, the required system capacities, and any ancillary data such as possible inflow/infiltration sources (for wastewater projects) or wellhead protection programs (for water projects). An estimated project cost is then developed, and possible funding sources are identified.

Solid Waste Studies and Landfill System Design & Analysis
SMA assists with solid waste regulatory compliance issues, including site selection, fatal flaw analysis, and development of site closure and post-closure care plans for municipal and private landfills. SMA also provides design and permitting of new landfills and solid waste collection centers, remediation of contaminated sites, and design of recycling centers. Many of these activities require field investigations to characterize the hydrogeologic setting, including existing cover material, methane generation, and the potential for groundwater contamination. This information is then used to develop monitoring requirements, revegetation requirements, operational design, cell design, and storm water collection design.

Geotechnical Assessments / Soil & Groundwater Testing
SMA provides both geotechnical and environmental soil and groundwater investigations. SMA can provide geotechnical and foundation analysis and design. SMA team members have completed numerous geotechnical investigations throughout the region over the past 29+ years, both as stand-alone projects and in conjunction with a variety of infrastructure improvements. Our teaming partner, SEI will provide any necessary drilling services and testing associated with geotechnical services for the City's projects.

Environmental Surveys, Assessments, Monitoring, and Management
SMA provides ASTM Standard Phase I ESAs and ASTM Standard Transaction Screens to help clients assess environmental liability associated with a property. Phase II investigations are also conducted as required. Under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, liability for site cleanup as a result of a release of hazardous substances into the environment is assigned to the responsible party or landowner. To reduce the risk of such liability, a landowner, a potential landowner, or a loaning agency may choose to complete an environmental assessment to determine if a property has been contaminated.

Monitoring and Managing Indoor Air Quality and Asbestos Investigations and Removal
SMA provides indoor air quality and asbestos monitoring and management services with the assistance of our subconsultant, DCE to provide comprehensive indoor air quality and industrial hygiene consulting services. SMA regularly samples indoor air quality and building materials that may affect indoor air quality (e.g. roofing, floor tile, acoustical tile, etc.) including asbestos lead and mold. SMA's hazardous materials management includes identifying and controlling on-site and on-the-job health hazards. We provide qualified personnel to test for the presence of such hazards, evaluate existing hazards, and design strategy by which these can be controlled or eliminated, implementing strategies to ensure OSHA compliance. DCE's Certified Industrial Hygienists can provide human health risk assessments to include planning, hazard identification, dose-response, and exposure assessments, as well as risk characterization.

Computer Network Analysis
SMA's project team, along with Bath, will provide computer network analysis for the City's infrastructure systems, including but not limited to water, wastewater, and gas. Our team has considerable experience with a variety of systems and components, including I&C and SCADA systems. All work will be completed using GASWorkS, InfoWater, and InfoSewer to adhere to the City's systems.

Expert Witness Services
SMA has experience providing professional witness and deposition services in judicial and quasi-judicial settings for clients throughout the region for projects such as water rights, stormwater management and environmental contamination. Depending on the specific discipline, SMA can provide several local resources for a variety of engineering and environmental project types. In cases requiring substantial resources, SMA can extend into the full depth of staff and provide multiple experts in most specific areas of support required by our clients.

Project Management
SMA staff includes several members that hold PMP certifications, an industry-recognized standard of education and testing for project management. Many additional staff have attended specific classes in project management with various professional organizations such as the PSMJ and the Zweig Group, and internal training on aspects of project management (record keeping, financial management, invoicing, etc.) approximately every other month.

Construction Inspection
SMA has over 30 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently. Depending on active workloads at the time a project commences, SMA's primary Resident Project Representative for the City's projects will be Mr. Richard Bustos, who has provided construction observation services for numerous projects throughout the City.

SMA provides support services from the pre-construction meeting through the final walk-through. As required for each project and the project funding agency, SMA's observation personnel are OSHA safety trained and PPE equipped. Our construction observation staff prepares detailed daily reports that are available to the project engineer and client. SMA's project engineer monitors progress pay applications, information requests and issues review and approval of all project submittals. Upon project completion, SMA provides funding agency closeout documents, operation and maintenance manuals (if required), reconciliation of funding and construction payments, and engineering completion certifications.

5. Performance with Previous Clients

The following project descriptions provide a sampling of SMA's recent project experience similar to the scope of work described in the City's RFP.

Doña Ana County – Doña Ana Walking Trail and Lighting Project Phases 1 & 2, Doña Ana, NM

Contact: Rene Molina, Engineer Supervisor, Doña Ana County Engineering Road Department; 575.525.6170; renem@donaanacounty.org

SMA was contracted for the conceptual design, planning, and construction documents for the construction of ADA-compliant sidewalks and street lighting in the Village of Doña Ana, NM. Based on project funding logistics, the project was to be fully designed, then constructed in phases. Project construction documents were prepared with the maximum practical number of phases to give maximum flexibility to future construction phases based on the available funding. The Phase 1 project area included nine streets within the community, and Phase 2 included portions of eight additional streets, primarily in the historic district of the Village.

Our project team worked closely with Doña Ana County Engineering staff on the development of both phases of the project, which encompassed more than 5,500 lf along all subject streets. Project elements included:

- Development of project boundaries, including areas of new ADA sidewalks and street lighting
- Evaluation of various type of walking surfaces (concrete sidewalk versus asphalt multi-use trail)
- Evaluation of streetlight pole options to include: El Paso Electric-provided lighting, 25-foot aluminum pole street lighting (City of Las Cruces specifications), decorative lighting, and bollard type lighting to specifically light walking surfaces
- Evaluation of streetlight fixture options to include different types of illumination (LED, HPS, and others) and different types of light color options (white, yellow, and others)
- Written report detailing streetlight pole and fixture evaluations with recommendations
- Other amenities identified for desired inclusion by Doña Ana County residents or through the public meeting process
- Preparation of a preliminary cost estimates to include phasing recommendations
- Topographic surveying for both design and construction phases, including aerial mapping, GPS surveying, and review of LIDAR-based record data
- Construction administration of more than 1,575 lf of ADA-compliant sidewalk, 600 lf of 8-foot-wide asphalt walking path, and 35 new streetlights
- Ongoing coordination with County Engineering staff to discuss comments and solutions

NASA White Sands Test Facility – Natural Gas Distribution System Replacement Project, Doña Ana County, NM

Contact: Juan A. Mujica-Kohler, Project Lead NASA - White Sands Test Facility; 575.525.7544; juan.mujicakohler@nasa.gov

SMA prepared construction plans and documents to remove the existing low-pressure natural gas line, meters and connections and replace with new low-pressure gas lines, meters, and connections within the entire Johnson Space Center NASA facility. This included the 100, 200, 300, 400, 600, and 800 areas. The project included conceptual design, topographic survey, preliminary design, and final design for the new low pressure natural gas line.

City of Alamogordo – Ed Brabson Balloon Park Project, Alamogordo, NM

Contact: Belinda Bass, Director of Parks and Recreation, City of Alamogordo; 575.439.4269; bbass@ci.alamogordo.nm.us

SMA prepared construction plans for the expansion and upgrade of the Ed Brabson Balloon Park in Alamogordo, N.M. The project consisted of expanding the parking lot and pavement, adding 32 feet by 40 feet permanent stage and new 6-stall restroom facility including electrical service to both, adding vendor electrical hookups, installing 4-feet-tall fencing around a designated alcohol-serving area, adding a new sewer line in Lavelle Road, and designing site grading and drainage. A geotechnical investigation, drainage report, and Opinion of Probable Cost were also completed and included with the design documents.

Additional Relevant Projects

- City of Las Cruces On-Call Services – Multiple Contract Cycles, Las Cruces, NM
- City of Las Cruces Comprehensive Plan, Las Cruces, NM
- Doña Ana County On-Call Services – Multiple Contract Cycles, Doña Ana County, NM
- Southwest General Construction – Multiple Engineering and Design-Build Projects, Statewide, NM
- New Mexico State University - Engineering and Environmental Support Services, Las Cruces, NM
- El Paso Electric On-Call Consulting Services, El Paso, TX
- Lower Rio Grande PWWA Multiple Water and Wastewater Projects, Doña Ana County, NM
- Town of Mesilla La Llorona Multi-Use Trail Extension, Mesilla, NM
- Mescalero Apache Tribe Inn of the Mountain Gods Bridge Replacement, Mescalero, NM
- NM 209 Alignment Study and Design - N. Prince Street, Clovis, NM

ATTACHMENTS

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Miller Engineers, Inc. d/b/a Souder, Miller & Associates

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Authorized Signature

Paul J. Pompeo, P.E.
Typed or Printed Name

Vice President / General Civil Technical Sector Director
Title

paul.pompeo@soudermiller.com
Email Address

Telephone number 575.449.2836 Fax number 575.647.0680

NM Tax & Revenue Dept. CRS # 02-040132-00-9

Current NM Secretary of State Business ID # L1069169264 (corporations only)

Current CLC Business Registration # 17706-23 (respondents located in Las Cruces only)

Federal I.D. number 85-0336964 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 11

Type
Business Registration License - PROFESSIONAL SERVICE

Number
17706-23

Issue Date
02/06/2024

Expires
11/28/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Souder Miller & Associates

3500 SEDONA HILLS Pkwy
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

SOUDMIL-01 PINJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2023

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).

PRODUCER	CONTACT NAME: Jenifer Pinckley
Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jpinckley@mianm.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Souder, Miller & Associates Miller Engineers, Inc. 5454 Venice Avenue NE, Suite D Albuquerque, NM 87113	INSURER A : National Fire Insurance Of Hartford	20478
	INSURER B : Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : Crum & Forster Specialty Insurance Company	44520
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6076497447	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6076497464	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			6076497450	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6076497478	11/1/2023	11/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			PKC-114721	11/1/2023	11/1/2024	Per Occ/Agg	3,000,000
D	Professional Liab			PKC-114721	11/1/2023	11/1/2024	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

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

Bri M. Merrin

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Las Cruces, NM 88011
575.647.0799

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ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Miller Engineers, Inc. dba Souder, Miller & Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "J"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this_____day of _____ ,2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Stantec Consulting Services, Inc., of 370 Interlocken Blvd, Ste 100, Broomfield, CO, 80021, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Stantec Consulting Services, Inc. 370 Interlocken Blvd, Ste 100 Broomfield, CO 80021 ATTENTION: Gabby Contreras Apodaca

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

STANTEC CONSULTING SERVICES, INC.	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24

City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services

(NOTE: This form shall not to be modified in any way)

Consulting Firm Stantec Consulting Services Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 282
2	Project Engineer/Project Manager	$ 248
3	Senior Engineer	$ 248
4	Design Engineer	$ 220
5	Engineer Intern	$ 175
6	Engineering Technician	$ 175
7	Drafting Technician	$ 163
8	Survey Crew**	$ 193 - 2-Man Field Party 252 - 3-Man Field Party 354 - 4-Man Field Party
9	Construction Inspector/Observer	$ 163
10	Administrative/Clerical	$ 157
11	Field Testing and Investigations	$ Case by Case Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .06
16	Color Copies (per copy)	$ .19
17	Prints 24x36 (per sheet)	$ 2.43
18	Mylars 24x36 (per sheet)	$ 3.01
19	Photo Quality Plots (per plot)	$ 5.84
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

REQUEST FOR PROPOSAL–RFP NO: 23-24-051

General Engineering Services

Technical Proposal

SUBMITTED TO: CITY OF LAS CRUCES

SUBMITTED BY: STANTEC CONSULTING SERVICES INC.

SUBMITTAL DATE: FEBRUARY 27, 2024

INDEX/TABLE OF CONTENTS

Index/Table of Contents i

RFP Compliance Declaration ii

Transmittal Letter iv

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES 1

Technical Approach 1

B./C. MAJOR TASKS AND DETAILED STATEMENT OF SERVICES UNDER EACH TASK 2

D. TYPICAL PROJECT SCHEDULE/TIMELINE 6

Qualifications/Competence 7

A. PROJECT TEAM 7

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS 13

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK 13

D. NEW MEXICO REGISTRATION 13

Performance of Firm 14

RFP Compliance Declaration

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Stantec Consulting Services Inc.
3831 E Lohman Avenue, Suite 200
Las Cruces, NM 88011-8447

Colleen Ruiz
Authorized Signature
Colleen Ruiz
Typed or Printed Name
Principal-in-Charge
Title
colleen.ruiz@stantec.com
Email Address

Telephone number (575) 524-2007 Fax number N/A

NM Tax & Revenue Dept. CRS # L0794536048

Current NM Secretary of State Business ID # 4237467 (corporations only)

Current CLC Business Registration # 17418-23 (respondents located in Las Cruces only)

Federal I.D. number 11-2167170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **STANTEC CONSULTING SERVICES, INC.**

DBA: **STANTEC CONSULTING SERVICES, INC.**
6100 SEAGULL ST NE STE 102B
ALBUQUERQUE, NM 87109-2500

Expires: **31-Oct-2025**

Certificate Number:

L0794536048

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 8

Type	Number
Business Registration License - PROFESSIONAL SERVICE	17418-23
	Issue Date
	08/29/2023
	Expires
	8/29/2024

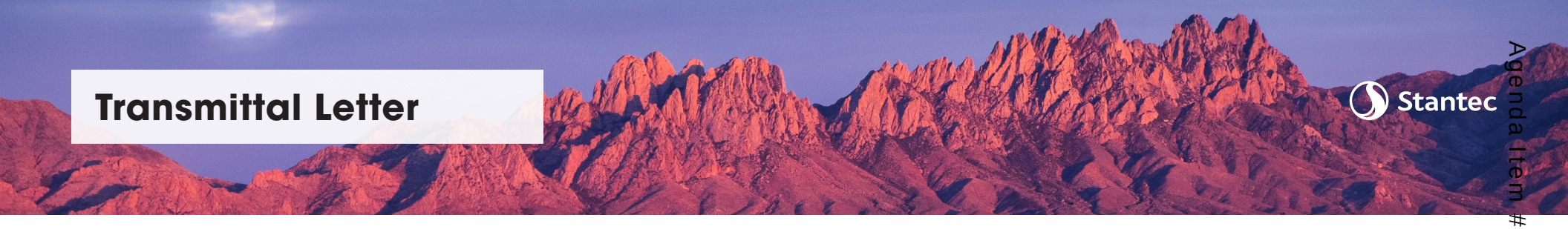
**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Stantec Consulting Services, Inc.

3831 E LOHMAN Ave
STE 200
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****



Transmittal Letter

RFP No: 23-24-051
General
Engineering Services

City of Las Cruces
700 N. Main
Las Cruces, NM 88001

Stantec Consulting
Services Inc.
3831 E Lohman Avenue,
Suite 200
Las Cruces, NM
88011-8447

Stantec is appropriately licensed in accordance with the laws of the State of New Mexico through the New Mexico Regulation and Licensing Department to provide engineering services in New Mexico. The principal-in-charge will be Colleen Ruiz, NMPE #16240.

Dear Members of the Selection Committee,

Our local Las Cruces employees understand the strain of growth that Las Cruces is undergoing as the fastest growing city in New Mexico with a year over year growth rate of 12%. We have witnessed the recent expansion of the city firsthand and as part of the community we are ready to help improve and expand the municipal infrastructure needs through engineer services.

Local Experience. Our project team has strong roots in New Mexico and has been a trusted source to nearly 130 local governments and utilities for more than 45 years. This project management and core technical team are locally based in our Las Cruces office where we have held a presence for more than 30 years. We have experience in planning, landscape architecture and structural design as well as design of roadways, site development, electrical, mechanical, water, wastewater, SCADA, gas, storm drains, and streetlights. We have environmental and traffic engineers on staff as well as staff skilled with network analysis software.

The Stantec Difference. As a company of over 28,000 employees, we also have highly specialized teams who are practiced at design of EV charging stations, electrification plans for transit, urban planning, and LEED design among other skills. Our **local strength, knowledge, and relationships, coupled with our world-class expertise,** have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect on a personal level and advance the quality of life in communities in Las Cruces.

If selected, we will **listen, communicate, and deliver** designs to help Las Cruces thrive. Thank you for your consideration. Wesley Hall will serve as your primary point of contact and is available should you have any questions or require additional information.

Sincerely,

Stantec Consulting Services Inc.

Wesley Hall
Client Services Manager | Project Manager
575-366-2992
wesley.hall@stantec.com

Colleen Ruiz, PE
Principal-in-Charge
505-349-8454
colleen.ruiz@stantec.com

EVALUATION CRITERIA NO. 1

Technical Approach

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES

We will provide a **client service manager (CSM), Wesley Hall, as the primary point of contact and project manager**. He will be in frequent contact with you to make sure that our project teams are being responsive and providing services in a way that is meeting the City's needs and expectations.

The **principal-in-charge (PIC), Colleen Ruiz,** except in limited circumstances, will have the authority to make contractual and other decisions on behalf of Stantec. She will be involved upfront in the development and approval of task orders and will remain engaged in each project. In certain circumstances, Colleen will rely on her leadership team to provide guidance when required.

Depending on the type of project, a project manager will be assigned to each project. We believe that clear and effective communication with the City is critical for project success. We will conduct either bi-weekly or monthly project meetings with the City, and others as needed, to discuss status, concerns, upcoming critical milestones, and other project issues. Internal project team meetings are held every week on major projects. All meetings are recorded, and minutes are distributed following the meetings.

To assure a high-quality product, in accordance with our ISO certification, all deliverables require three steps of review and approval before submittal to the City including: 1) quality control by the task leader, 2) quality assurance by Colleen, and 3) an independent peer review.

The proposed approach and process that we generally follow is described below. The process will vary with certain types of projects and/or funding. For example, federally funded transportation projects will generally require a Phase A/B/C Location Study with considerable public involvement. The typical state or locally funded project would be accomplished as follows:

Request for Proposal: Would generally flow from the City to Stantec's CSM. The CSM would then confer with the PIC about the project team and a team would be assigned. The CSM and project manager will then confer with the City to make sure that we fully understand the City's project scope, objectives, and requirements for the project.

Proposal and Task Order: The project manager will **develop a detailed scope of work and fee proposals** with a breakdown of tasks, including team members performing the tasks, and hours to complete each task at the applicable hourly billing rate. A detailed project schedule and a task order will also be prepared. After the proposal is reviewed by an independent reviewer and then finally approved by the PIC, it will be submitted to the City for consideration and negotiation.

Project Kick-Off: Upon receipt of the notice to proceed from the City, we will schedule and conduct a project kick-off meeting with the project team, including any subconsultants, and applicable City representatives. The **scope of the project, client expectations and requirements, roles and responsibilities, schedule, plan for deliverables, and documentation requirements** will be discussed; and a site review will be conducted.

Design Analysis Report (DAR): Existing conditions are investigated and analyzed during this stage which, depending on the type of project, may include geotechnical and soils, traffic and safety, hydrology and hydraulics, utilities, right-of-way and land ownership, environmental, social, and cultural resources, physical condition of facilities and other conditions that will affect the design and show the purpose and need for the project. If not previously performed, alternatives will be identified and evaluated for determination of the most cost-effective solution on a life-cycle cost basis that will best meet the purpose and need for the project. Findings and recommendations are made in a DAR and presented to the City for review and approval. The DAR is updated with each stage of the design.

Project Design: We will design and develop plan drawings in three stages. Each stage will begin when receipt of written approval is obtained from the City for the previous stage:

- **30% Design** includes survey, geotechnical studies, preliminary drainage and a layout of the project to identify any unforeseen issues and confirm that client expectations and engineer design are consistent. Topographic surveying and mapping as needed.
- **Preliminary Design Submittal (approximately 60%)**– Develop preliminary plan drawings establishing line and grade, define right-of-way and permitting needs, conduct utility coordination meetings, develop construction cost estimate, update overall project schedule, and submit drawings. We will then conduct a review meeting with City and applicable agencies.

  Deliverables:
  - Preliminary report including schedule and cost estimate
  - Preliminary Construction Documents
- **Final Design Submittal (Plans, Specifications, and Estimate) and Bid Package–** Refine pre-final drawings and incorporate comments from pre-final design review and develop technical specifications as needed, update construction estimate, and construction schedule, submit plans to utility companies and coordinate and conduct meeting, submit drawings, bid documents, technical specifications, and construction estimate and conduct final review with the City and applicable agencies. If right-of-way acquisition is required, it begins in this stage.

  Deliverables:
  - Computer network analysis for gas, water, and wastewater if applicable
  - Design files in CAD and PDF format

Bidding: Advertise for construction bids, conduct pre-bid meeting, prepare, and distribute addenda as needed, attend bid opening, tabulate, and assist City in evaluating bids, advise city as to acceptability of subcontractors and suppliers and prepare a recommendation of award letter.

Construction Administration & Observation: Complete executed construction contract documents, coordinate and conduct pre-construction conference, log, review and approve the contractor's submittals, make field visits during construction, and provide interpretations of the contract documents as needed, coordinate, and prepare change orders as needed, review and approve the contractor's pay applications, and conduct meetings with the City and the Contractor. Stantec can also provide a full-time or part-time construction representative.

Deliverables:

1. As-built Drawings in AuotoCAD and PDF format including surveyor information and labeled "RECORD DRAWINGS"

B./C. MAJOR TASKS AND DETAILED STATEMENT OF SERVICES UNDER EACH TASK

Master Planning

Our goal is to enhance the welfare of people and their communities by creating convenient, equitable, healthful, efficient, and attractive environments for present and future generations. Our team starts with a **vision** to improve our communities balanced with a promise to treat our land responsibly. To create careful and thoughtful options for right now as well as for the future, we take into account **site conditions, public input, client needs, and project requirements**. Through a collaborative process, we listen to the ideas of the community members and the goals of the stakeholders to provide creative solutions for our most precious and limited commodity—land. We facilitate positive outcomes that satisfy the needs of clients and approval agencies alike.

We believe that master planning is about understanding the **value of process, successful conflict resolution, collaboration, and consensus** building among all key stakeholders, while never losing sight of the goal to safeguard our natural resources. Because we live in the communities we serve, we feel strongly about responsible land planning. We do this by designing for people. By making sure a new place has the right level of density and activity. By making walking easy, fun and appealing. By adding **visual interest**. By siting buildings to define but not crowd sidewalks. By **building in human scale**, intuitive orientation, and year-round comfort. Our plans support activities and amenities that make people feel at home…and leave them excited for their next visit..

Structural design of buildings, retaining walls, etc.

When collaborating on a project with the City, we will engage in thorough technical surveys to assess the existing conditions and understand the unique challenges posed by the project site. The structural engineer will analyze and design the necessary infrastructure, considering **factors such as load-bearing capacity, safety, and longevity.** This design process involves creating detailed

plans and specifications that adhere to industry standards and local regulations. Throughout the project life-cycle, the structural engineer will collaborate closely with other professionals, including architects, contractors, and City officials for seamless execution. By combining **technical expertise, regulatory compliance, and effective communication,** the structural engineer contributes significantly to the development, maintenance, and enhancement of Las Cruces' public infrastructure.

Roadway, Transportation, and Parking Lot

Our roadway design team in New Mexico has completed **hundreds of roadway and parking lot projects, including local streets, collectors, arterials, parking garages, and stadium parking** ranging in design fees from less than $100,000 to more than $20M. We have completed projects up to approximately $60M in construction costs on projects for state and federal highway routes for the NMDOT. Most of these projects include **multi-modal** facilities (bicycle, pedestrian, transit). We have extensive experience and expertise in all facets of roadway design. All our roadways in New Mexico are designed in accordance with AASHTO standards.

During the development of a project, different design stages and reviews will be considered and submitted for the City's approval. The first review milestone will typically be the preliminary design, corresponding to 30% of project completion. During this period, a conceptual design and selection of potential alternatives will be performed. At this design stage's end, conceptual plans and a conceptual cost estimate will be prepared.

The second design stage is equivalent to 60% project completion. The design of the selected alternative will be carried out in this stage. The third design milestone is the final design stage, which corresponds to a 90% submittal. At this stage, comments on the 60% submittal are addressed, and drawings, specifications, and a cost estimate are essentially complete. The final submittal includes engineer-stamped and signed plans, technical specifications, and an Opinion of Probable Construction Cost (OPCC) as finalized.

Site Development

Our site development civil engineers consider factors such as **roadway and parking lot slopes, building pad elevations, and surface water flow** when designing sites. The existing grade of the site is assessed early on to facilitate proper site development and **cost-effective construction.** We will work within the City's development standards to develop municipal sites that meet local code, are **ADA compliant,** reduce construction costs, and enhance the site. We have experience designing everything from small pocket parks to community centers to professional soccer stadiums and are ready to deliver for the City.

Electrical Design

Our electrical engineering team's design approach to well booster stations includes sizing and selecting pumps, motor control centers, and variable frequency drives while **considering power distribution, grounding and surge protection.** We design for remote monitoring to improve efficiency and reliability. For lift stations we design the pumps, valves, motors and control systems. Odor control stations involve electrical design of fans, blowers, chemical dosing systems and control panels as well as ventilation and odor monitor systems.

Our electric engineers specialize in building design for **lighting, power distribution, emergency systems, energy efficiencies and control systems.** We have teams of building engineers that work on all sizes of projects.

Computer Network Analyses

Our municipal utility team has the software and a working knowledge of **Gaswork, InfoWater and InfoSewer.** We are able to assist the City with updating and analyzing their networks.

SCADA Design

Supervisory Control and Data Acquisition (SCADA) systems provide a crucial role in monitoring and controlling various process, especially water treatment plans. When providing SCADA design, our design team collaborates with multiple stakeholder including operators, IT professionals and city staff. We understand the relevant standards and codes for **safety reliability and compatibility with existing systems.** We investigate power requirements, provide proper grounding and shielding for safety and stability and review contractor submittals in detail.

Mechanical, Gas System, Plumbing and HVAC Design

Stantec's mechanical engineers design the buildings plumbing, heating, ventilation and Air Conditioning (HVAC) and gas systems. They team with our electrical engineers on projects to provide **full-service design.** When designing HVAC systems they calculate heating and cooling needs, design ductwork, and piping systems to provide efficient, safe, and cost-effective solutions.

Water, Wastewater, and Natural Gas Utility System Design and Analysis

We have completed over **200 water supply projects for local government agencies** and associations in New Mexico. Work has included master plans/modeling, Preliminary Engineering Reports, 40-year studies, distribution and treatment systems, computerized hydraulic modeling, investigation and acquisition of water rights, regulatory permitting, environmental clearance, public involvement and operational analyses. We have designed and constructed distribution systems, transmission lines, wells, booster pumping stations, elevated and ground storage reservoirs, treatment facilities, and system automation. Our outstanding record of service is evidenced by our many satisfied, repeat clients. Our professional staff has adapted unique approaches to develop cost effective water supply solutions.

Our experience with sanitary sewer systems and effluent re-use systems is comprehensive including master plans, studies, computer modeling, gravity collection systems, force mains, lift pumps, effluent pumping and storage facilities, effluent pipelines, alternative small diameter systems (including vacuum and step systems), slip liners, pipe bursting, leak detection and video evaluation. Stantec has worked in the design and construction of Wastewater projects including treatment plants.

Scope includes feasibility reports for plant owners that investigates upgrades and/or process adjustments, including the performance of site investigations, review of operating data and research on new techniques and equipment. We designed the rehabilitation of head works facilities, including replacement of bar screen devices.

Traffic Impact and Transportation Modeling Studies

The Stantec Traffic engineering group has experience throughout the state providing traffic impact studies and transportation modeling studies to municipalities and NMDOT. Our team starts with a scoping meeting to understand the ask. Then we collect traffic data. Stantec performs **traffic analysis of the study area for existing, construction, short-term and long-term scenarios. AM and PM peak hour conditions are modeled** separately for all scenarios. We provide a draft traffic study to the client and review the document with them and address any comments or questions before finalizing.

Drainage Studies and FEMA

Our storm water and drainage related services encompass a wide range of expertise and knowledge, including floodplain delineations, flood control design, bridge hydraulic design, drainage infrastructure design, watershed hydrology, sediment transport analysis, drainage design manuals, training programs, alluvial fan analysis, storm water management studies, computer modeling, and drainage master plans. We work regularly with FEMA on CLOMR/LOMR projects for communities. Our services also incorporate critical inclusion of client and stakeholder input through public participation. In addition, development of regulatory and management solutions versus structural alternatives is an expertise of our staff. Projects often include multi-objective components, such as open space habitat and recreation. Public education concerning the multi-objective benefits that water resources play in a community is a key component of our approach and assists our clients by gaining broad-based support for their initiatives.

Storm Drainage

When it rains in Las Crues, it pours. Our drainage team understand the intensity of these local storms as well as the local drainage requirements enabling us to design site and roadway drainage effectively. We are skilled at analysis and writing of drainage reports including both **hydrology studies and hydraulic analysis of the pipes and inlets as well as basin sizing.**

Solid Waste Sites, Landfill System Design, and Analysis

Stantec's solid waste engineers, scientists, and regulatory specialists help clients with **waste reduction, recycling, composting, waste-to-energy, and zero waste projects.** Our team works on the conceptualization, planning, design, and construction of waste management facilities through to the processing and disposal of waste—including closure, reclamation, and post-closure monitoring. We provide strategies for proper waste management systems, examining alternate delivery options and analyzing economics and financing to develop creative and sustainable systems. We've completed **environmental surveys, assessments, monitoring, and management such as indoor air quality, asbestos, mold, and other related services for the City.**

Stantec provides an in-house environmental team that prepare environmental reports, including **building assessments, environmental mapping and biological and cultural surveying and reporting.** This service includes preparing the environmental information and a discussion of the purpose and need for the project, a project description, an analysis of the affected environment, environmental consequences, and cumulative impacts. Also included with the report

would be a discussion of potential mitigation measures needed to minimize the environmental effects. Stantec addresses comments on the environmental report from either the Council or funding agency. Our environmental team strives to prepare the environmental report using desktop reviews of the project area rather than an in-person survey when possible. We will work with the appropriate federal agencies to determine the appropriateness of a desktop review to save the Council project budget and time. Our environmental teams are also **experts in EPA grant funding and have won millions in brownfield grants for our clients.**

Expert Witness in Judicial and/or Quasi-Judicial Setting

We understand that there may come a time when the City needs specialized knowledge in specific engineering areas from **neutral and impartial parties.** Our team includes skilled experts in every field of engineering who can help others understand technical information, present substantiated, unbiased evidence, and provide credible conclusions.

Project Management

Stantec implements a Project Management Framework (PM Framework) that outlines the tasks for all our projects. The scalable PM Framework brings a pragmatic and disciplined approach to project delivery. It includes:

Critical Path Method (CPM) Scheduling: We'll develop a CPM schedule outlining the project's major activities and related durations.

Budget Control: Our enterprise software application allows management of project design expenditures through close monitoring and earned value analysis reporting. We draw on our extensive project knowledge to provide early project scoping costs, updates, and final construction estimates.

Quality Control/Quality Assurance (QC/QA): With our comprehensive quality program, we deliver final services that have been through a detailed review, thereby limiting errors and omissions to provide you with high-quality products.

Value-Added Services: Because we have experts and experience in a diverse range of projects, we bring our knowledge of **various construction options** to designing a project that will best meet your needs.

Construction Inspection

Construction inspection is essential for the success of all projects in the construction phase. Experience shows that proper construction observation **saves time and money, reduces construction related problems, and is the key to a quality project.** Stantec's team has vast experience in working with contractors, associations, utilities, homeowners, and funding agencies during construction. We have a trained staff of construction management and observation professionals from a wide variety of backgrounds to review submittals, track pay applications, and to work directly in the field with City officials and contractors. We can provide observation services from full to part-time as needed by the City and tailor our services to fit the City's specific needs and budget. If problems do occur, we seek a timely resolution and involve the project technical lead and the client as soon as the problem is known. After completing construction, Stantec staff will coordinate and conduct a final inspection, obtain contract closeout documents, coordinate record drawings, and assess the final funding balance. We can tailor our services to provide what you need during the construction phase.

$241M+ Funding applications were submitted for our clients in 2023 alone! We will work tirelessly for the City to help acquire funding. We have experience with state and federal grant applications.

D. TYPICAL PROJECT SCHEDULE/TIMELINE

Schedule control begins with the development of the project plan, which includes scope of work and fee proposal development. We prepare a detailed and realistic breakdown of all the tasks to be performed, reviews and approvals that must be obtained, and coordination that must occur. Identifying and using the critical path method, we determine when each task must be finished and consider the amount of time it will take, and when it must begin. If a project begins to fall behind schedule because of a reason we have control over, we will adjust resources needed to get the project back on track. We review the schedule during internal design team meetings and again with regularly scheduled status meetings with the owner.

Working closely with City staff early in the design stage is crucial to identifying constraints and refining the relative infrastructure locations to mitigate the issues that can lead to delays and cost overruns.

- We will provide an updated schedule during progress meetings with the City and at project milestones (i.e., planning, 30%, 60%, 90%, etc.)

Notice to Proceed → **Project Closeout**

Planning/Programming
- Project Identified
- Scoping
- Collect as-builts and relevent data
- Establish budget and timeline

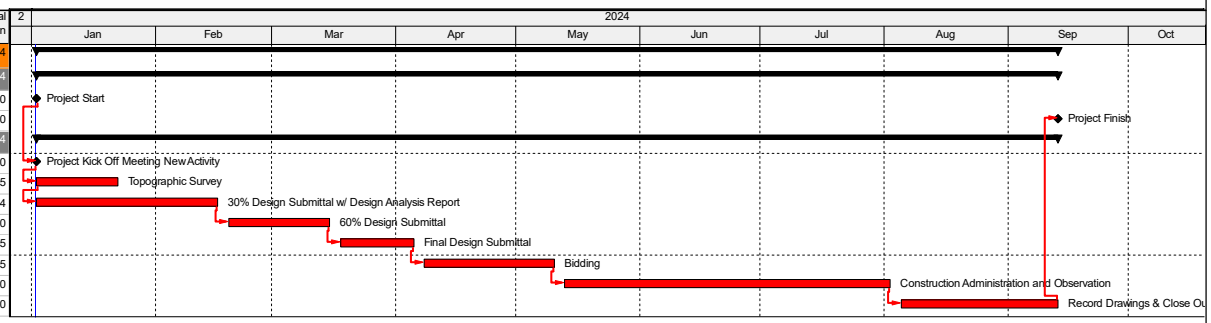
Development/Design
- Survey & Geotech
- Clearances (if needed)
- Design Stages
- Bid Support
- Phasing (if needed)

Construction
- Award Support
- Construction and Oversight
- Materials Sampling and Testing
- Observation and Administration

Closeout
- Project Closeout
- Monitoring
- Record Drawings

Stantec Sample Project Schedule

Activity ID	Activity Name	Start	Finish	Original Duration
	Stantec Sample Project Schedule	02-Jan-24	13-Sep-24	184
	Project Milestones	02-Jan-24	13-Sep-24	184
A1000	Project Start	02-Jan-24		0
A1010	Project Finish		13-Sep-24	0
	Project Activities	02-Jan-24	13-Sep-24	184
A1020	Project Kick Off Meeting New Activity	02-Jan-24		0
A1030	Topographic Survey	02-Jan-24	22-Jan-24	15
A1040	30% Design Submittal w/ Design Analysis Report	02-Jan-24	16-Feb-24	34
A1050	60% Design Submittal	19-Feb-24	15-Mar-24	20
A1060	Final Design Submittal	18-Mar-24	05-Apr-24	15
A1070	Bidding	08-Apr-24	10-May-24	25
A1080	Construction Administration and Observation	13-May-24	02-Aug-24	60
A1090	Record Drawings & Close Out	05-Aug-24	13-Sep-24	30



EVALUATION CRITERIA NO. 2

Qualifications/Competence

A. PROJECT TEAM

The organization chart shows our proposed team for this contract.

CITY OF LAS CRUCES

PRINCIPAL-IN-CHARGE
COLLEEN RUIZ, PE

QA/QC
ZUSSET ORTEGA, PE

CSM/PROJECT MANAGER
WESLEY HALL

TECHNICAL SERVICES

FUNDING
GEORGE ESQUEDA
LISA CAMPBELL

MASTER PLANNING
MARK MALDONADO, PLA

STRUCTURAL ENGINEER
FRANCIS CATANACH, PE

ELECTRICAL ENGINEER
LAWRENCE RAMIREZ, PE

COMPUTER ANALYSES
MIKE GEORGALAS, PE

ELECTRICAL ENGINEER
BARBARA HERRERA, PE

MECHANICAL ENGINEER
JOHN BURNS, PE

WATER/WASTEWATER
PATRICIA BOLLIGER, PE

ROADWAY/TRANSPORTATION
GENE PAULK, PE

CIVIL ENGINEER
WAYLAND OLIVER, PE

TRAFFIC ENGINEER
CLAY KOONTZ, PE

LIGHTING DESIGNER
BARTH BALLARD

DRAINAGE ENGINEER
NATHAN FORD, PE

WILDLIFE BIOLOGIST
SEAN KYLE

ENVIRONMENTAL SCIENTIST
PAM MAPLES

INSPECTION MANAGER
SHANTI CEANE, PE

SURVERYING
GERARDO TORRES. PLS

GEOTECHNICAL
WESTERN TECHNOLOGIES

SUE
T2 UTILITIES

Our team is truly **local and are responsive**. They have grown up here and still continue to live here. They are **responsive** because projects under this contract effect the community they live in and care about.

The depth and **expertise** within our local, responsive team will allow them to help you plan for your future and community.

In addition, our team has **access to global resources and subject matter experts** within Stantec that they can pull in at any time depending on your needs.

KEY STAFF	ROLE	YEARS OF EXPERIENCE	SCOPE OF WORK TASKS: MASTER PLANNING	STRUCTURAL DESIGN	ROADWAY, TRANSPORTATION, PARKING LOT	SITE DEVELOPMENT	ELECTRICAL DESIGN	COMPUTER ANALYSES	SCADA DESIGN	MECHANICAL, GAS, PLUMBING, HVAC	WATER, WASTEWATER, AND GAS	TRAFFIC IMPACT STUDIES & MODELING	PHOTOMETRICS/STREET LIGHT	DRAINAGE STUDIES AND FEMA	STORM DRAINAGE	SOLID WASTE STUDIES, LANDFILL SYSTEM SIGN	ENVIRONMENTAL SURVEYS, ASSESSMENTS, MONITORING, AND MANAGEMENT	GEOTECHNICAL ASSESSMENTS	EXPERT WITNESS	PROJECT MANAGEMENT	CONSTRUCTION INSPECTION
Colleen Ruiz, PE	Principal-in-Charge	27	●		●	●					●			●	●					●	●	
Wesley Hall	CSM and Project Manager	27	●			●					●			●	●					●	●	●
Mark Maldonado, PLA	Master Planning	15	●																	●	●	
Francis Catanach, PE	Structural Engineer	27		●																●	●	
Zusset Ortega, PE	QA/QC	6			●	●					●			●	●					●	●	
George Esqueda	Funding	31			●	●					●										●	
Lisa Campbell	Funding	29																			●	
Lawrence Ramirez, PE	Electrical Engineer	18					●													●	●	
Barbara Herrera, PE	Electrical Engineer	19						●	●													
Mike Georgalas, PE	Computer Analyses	25						●			●											
John Burns, PE	Mechanical Engineer	10								●										●		
Patricia Bolliger, PE	Water/Wastewater	17									●										●	
Wayland Oliver, PE	Civil Engineer	28									●									●		
Clay Koontz, PE	Traffic Engineer	25										●								●		
Barth Ballard	Lighting Designer	36											●							●		
Nathan Ford, PE	Drainage Engineer	22												●	●					●		
Sean Kyle	Wildlife Biologist	12															●					
Pam Maples	Environmental Scientist	20														●	●					
Shanti Ceane, PE	Inspection Manager	21			●	●													●			●
Gerardo Torres, PLS	Surveying	17																			●	

COLLEEN RUIZ, PE

Role: Principal-in-Charge
Experience: 27 years **Availability:** 10%

Colleen, an NMSU graduate, sees opportunity in Las Cruces — an opportunity to help the community build strong, sustainable infrastructure while respecting history and planning for the future. She understands the funding mechanisms and processes within the state to help match community contributions for big changes. With more than two decades of engineering design experience working on multi-disciplinary projects across New Mexico, and beyond, she has a knack for empowering communities to realize their potential and works with stakeholders to make sure all voices are heard. As the sector leader for New Mexico's community development group, Colleen works with project teams to set clear objectives, staffing, project needs, schedules, and expectations. Colleen has worked with a wide variety of clients including municipalities, military facilities, major technology companies, and developers across the Southwestern US to design their visions.

WESLEY HALL

Role: CSM and Project Manager
Experience: 27 years **Availability:** 30%

Wesley, an NMSU graduate, has experience in engineering, project management, and field surveying. He has designed and managed civil engineering projects ranging from residential subdivisions to large commercial sites for utility lay-outs including sewer, water, and gas. Wesley has a very well-rounded background collaborating with municipalities including the Villages of Columbus and Ruidoso; Cities of Truth or Consequences, Sunland Park, Alamogordo, and Las Cruces; and Luna, Otero, Sierra, and Dona Ana Counties. He has been very successful in bringing projects from conception to final construction in both the private and public sector.

ZUSSET ORTEGA, PE

Role: QA/QC
Experience: 6 years **Availability:** 20%

Zusset, and NMSU graduate, is a civil engineer with five years of experience working with government and consulting agencies in the state of New Mexico including an internship with the City of Las Cruces. She has prior experience in roadway construction and maintenance, transportation design, and bridge inspections with NMDOT. Since joining Stantec, Zusset has worked with community development in roadway and drainage improvement design for local communities.

GEORGE ESQUEDA

Role: Funding
Experience: 31 years **Availability:** 30%

George brings a high degree of engineering expertise, capability and extensive project management skills. His skills as a communicator, listener, and manager have led to the successful completion of numerous and complicated projects within Southwestern New Mexico. His detailed experience enhances and facilitates the successful completion of the projects in which he is involved for numerous municipalities including the Town of Silver City, City of Lordsburg, Village of Santa Clara, City of Bayard, Town of Hurley, Village of Reserve, Grant County, Hidalgo County, and Catron County. George has been involved in most CDBG, RUS, COOP, and state legislative projects for the company managed out of the Silver City office for water, wastewater, roadways, and streets.

LISA CAMPBELL

Role: Funding
Experience: 29 years **Availability:** 20%

Bridging our clients with urgently needed funding sources are a passion for Lisa, an NMSU alumni. She is our dedicated grant specialist and serves rural New Mexico clients by administering grants from various programs such as the NMDOT, Small Cities Community Development Block Grant Program, Legislative Appropriation, programs through New Mexico Environment Department and USDA/Rural Utilities Service. Lisa understands the grant process, available funding, and the best way to approach complicated application requirements. She has built professional relationships with state and federal funding agencies, allowing her to serve as a voice for clients navigating the application process. Lisa's familiar with federal and state agency requirements for bidding, contract management, and construction of these programs. She provides operational tools to meet technical, budgetary, and scheduling requirements.

MARK MALDONADO, PLA

Role: Master Planning
Experience: 15 years **Availability:** 25%

Mark is a discipline lead for Stantec's southwest planning and landscape architecture practices. In his 15 years of experience, he has led or participated in project types including sports parks, trail systems, park master plans, and system design guidelines. Mark has worked

with dozens of municipalities, counties, and river authorities to reach their visions. Much of Mark's public sector experience is through projects pertaining to parks and recreation. He understands the design process, as well as the steps needed in a public forum to arrive at the solution. As a landscape architect and planner, Mark has a keen sense for the land and brings enthusiasm and professionalism to the public process to help clients arrive at solutions to their future needs.

FRANCIS CATANACH, PE

Role: Structural Engineering
Experience: 27 years **Availability:** 10%

Francis, an NMSU graduate, brings experience managing structural engineering projects, including structural engineering design and analysis, structural project management, project design documentation, and coordination with architectural and other engineering disciplines. He has experience in the design of new structures, renovation and upgrades to existing buildings, forensic investigation of distressed structures, historic preservation, and adaptive reuse. Francis has extensive experience with the City and in Las Cruces including the following: Fire Station #1 Mechanical Upgrades, Veteran's Memorial Park, Unidad Park, NMSU on-call various projects, and Las Cruces Public Schools on-call various projects.

LAWRENCE RAMIREZ

Role: Electrical Engineering
Experience: 19 years **Availability:** 10%

Lawrence, an NMSU graduate, has experience in electrical design and project management. His expertise includes power distribution, emergency power generation, electrical service, lighting systems and controls, fire alarm systems and low voltage systems. Lawrence's generous array of market sector experience includes projects for healthcare, commercial, education and government facilities. Additionally, Lawrence is motivated, personable and technically oriented. He provides top notch customer service along with collaborative design solutions that satisfy both owners and users.

MIKE GEORGALAS, PE

Role: Computer Network Analyses
Experience: 25 years **Availability:** 20%

Mike's responsibilities include preparation of contract drawings and specifications, as well as coordination with utilities, reviewing agencies, and outside consulting firms. Mike conducts water and wastewater conveyance system designs, hydrologic and hydraulic investigations and reports, and associated civil engineering designs (grading, paving, and utilities). Specific project experience includes water distribution and transmission main design, pump station design, hydraulic modeling, water system master plans, and specifications and bid document preparation.

BARABARA HERRERA, PE

Role: SCADA Design
Experience: 19 years **Availability:** 10%

Barbara is a licensed engineer with experience in private and public-sector utility infrastructure. Her experience includes designing both electrical and instrumentation and controls systems for water and wastewater facilities around the country. Barbara's experience includes electrical engineering for both lift stations and booster pump stations.

JOHN BURNS, PE, LEED AP BD+C

Role: Mechanical
Experience: 10 years **Availability:** 10%

John uses his knowledge and experience leading the design of building mechanical engineering systems with an integrated design approach to deliver optimum design solutions. He brings a focused and compassionate mindset to the design of complex MEP solutions that balances client goals with an emphasis on sustainability. John has worked in a variety of sectors from municipal and commercial buildings, healthcare, data centers, waste water treatment plants to large cooling & heating plants throughout the country. John is highly knowledgeable with high performance building design and integrated complex renewable energy systems into mechanical designs.

PATRICIA BOLLIGER, PE

Role: Water/Wastewater/Drainage
Experience: 17 years **Availability:** 5%

Patricia, an MMSU alumni, supervises business development activities, business management, and project development in New Mexico. Her primary focus is on client satisfaction, and with that comes ensuring projects are delivered on time, on budget, and with the high quality our clients expect and deserve. Patricia's engineering experience includes water resources, water and wastewater infrastructure treatment, conveyance, flood control, community development, and transportation in planning, design, bidding, and construction phases of projects. Patricia employs practical and proven project management methodologies that optimize project resources

to deliver high-quality deliverables on schedule and within budget. She excels at leading multi-discipline teams, developing comprehensive design criteria, evaluating site characteristics and value engineering opportunities, and preparing preliminary and final design documents that serve as the basis for construction.

GENE PAULK, PE

Role: Roadway, Transportation, and Parking Lot Design
Experience: 25 years **Availability:** 20%

Gene, an NMSU graduate, brings experience in transportation engineering, including planning, budget allocation, and project and personnel management. Gene has extensive experience working with NMDOT and local government municipalities including City of Deming and City of Las Cruces. This experience has given Gene a deep understanding of the standard processes, challenges, and needs associated with municipal on-call contacts. As a lifelong resident of the New Mexico, he's worked throughout the southwest and is dedicated to the safety and development of transportation infrastructure within the state.

CLAY KOONTZ, PE

Role: Traffic Impact and Transportation Modeling Studies
Experience: 25 years **Availability:** 20%

Clay, an NMSU graduate, is a transportation, traffic, and highway safety engineer with consulting experience in New Mexico. He has a wide variety of traffic engineering experience in all areas of the state. Clay has served as traffic engineer on small and large, municipal, and NMDOT projects. Such projects have included traffic operations, planning, public involvement, traffic data collection, traffic signalization, and roadway lighting. He has specialized experience as highway safety engineer for the strategic highway safety plan for NMDOT and led multiple road safety audits across the state. He is currently serving as technical lead for the design of the NM 31/US 285 Intersection Realignment Alignment Study and Design, the Jal Relief Route Location Study and Design, the US 60 (Ft Sumner to Clovis) Location Study, the Eddy County Carrasco Extension (South Bypass) and the Hyde Park (Santa Fe to SF Ski Resort) Location Study. Clay was chosen as transportation project technical lead for this proposal because of his history and experience of supporting clients on similar tasks and projects and his experience in working together with Gabby as a successful leadership team.

WAYLAND OLIVER, PE

Role: Civil Engineering **Experience:** 28 years **Availability:** 10-30%

Wayland brings an extensive history in planning and design for rural, municipal, and county clients. He brings broad knowledge and experience with municipal planning documents such as PERs, pavement management plans, asset management plans, leak detection reports, scoping reports, technical memos, and technical guidance for Comprehensive Plans and Infrastructure Master Plans. His water and sewer projects include a variety of sizes and scopes for projects such as a fast track water main extension for a new Pilot Truck Travel Center in Santa Rosa, NM, a new well for the Village of San Juan on the Pecos River and a sewage lift station for the Village of Fort Sumner. He has collaborated on the design of a new well and on well rehabilitation to include pump replacement, variable speed well control, and SCADA control of multiple wells supplying multiple pressure zones.

BARTH BALLARD, IESNA

Role: Lighting Designer
Experience: 36 years
Availability: 10%

Barth has experience providing lighting design for the built environment. He is skilled in all areas of the lighting design process including project management, lighting control systems, specifications, schedules, photometric renderings and calculations, Title-24 compliance, LEED credits, cost estimates, submittal review, and construction documents. He also has experience designing energy efficient retrofits and implementing maximum lighting rebate incentives with appropriate local utility service providers. Barth's wealth of knowledge and skill make him a trusted designer and project manager for lighting design projects across all sectors.

NATHAN FORD, PE

Role: Drainage Studies
Experience: 22 years **Availability:** 20%

Nathan has dedicated his entire career to the flood control practice and is a recognized leader in his field. He is a technical expert in performing storm water management and engineering design that includes hydrologic and hydraulic analysis, creating HEC-1 and HEC-RAS models, master drainage planning, floodplain delineation, detention and retention basin design, and preparation of construction plans. Nathan's specialized qualifications include designing drainage systems and performing hydrologic and

hydraulic analyses and utilizing FLO-2D software on numerous projects that involve following applicable agency guidelines.

SEAN KYLE

Role: Wildlife Biologist
Experience: 12 years **Availability:** 10%

Sean is a wildlife biologist/ecologist with experience with natural resource issues involving the Endangered Species Act (ESA), Migratory Bird Treaty Act, Bald and Golden Eagle Act (MBTA), and National Environmental Policy Act (NEPA) as well as developing and implementing monitoring and inventory frameworks for sensitive wildlife and plants. He has experience working with energy companies including wind, solar, oil and gas, pipelines, telecommunications, and electric transmission and distribution lines on energy development projects, both as an agency representative and as a consultant. Prior to joining Stantec, Sean worked for the US Forest Service, Texas Parks and Wildlife Department, and the Western Association of Fish and Wildlife Agencies. Sean currently manages renewable energy projects in New Mexico, Arizona, Texas, and Oklahoma.

PAM MAPLES

Role: Environmental Scientist
Experience: 20 years **Availability:** 10%

Pam is a tenacious, diligent and dedicated professional with excellent attention to detail. She has experience in both regulatory and consulting roles, including experience in New Mexico, Arizona and the Navajo Nation. She specializes in designing and conducting assessments and cleanups. She has successful written USEPA Environmental Justice grant applications, Targeted Brownfields Assistance requests, and successfully secured two Time Critical Removal actions for the Navajo Tribe.

SHANTI CEANE, PE

Role: Construction Inspection
Experience: 21 years **Availability:** 20%

Shanti serves as the construction manager on transportation, stormwater, and water/wastewater utility projects across New Mexico. At Stantec, over the past 8 years, she served as a design technical lead before moving back into a construction management role about three years ago. She manages a large crew of construction observers and has completed construction management services on several local government and NMDOT projects across the state including such projects as the US 54 Reconstruction (17 miles), the Eddy County SE Loop (12 miles), the Ridge Road/Little Walnut Reconstruction in Silver City and Reconstruction of White Mountain Road in Mescalero Indian Reservation. Shanti is included in this proposal because of her extensive experience with management of large construction projects.

GERARDO TORRES, PLS

Role: Surveying
Experience: 17 years **Availability:** 20%

Gerardo, an NMSU graduate, is a licensed professional land surveyor with experience in land surveying, ranging from field work to project management. He previously managed the surveying operations for the State of New Mexico for several years, leading survey projects for a wide variety of clients. Gerardo has a broad base of experience in surveying, with work experience including large-scale right-of-way projects, topographic mapping, subdivision preparation, ALTA land title surveys, residential/condominium surveys, and construction surveys. He has worked with a broad array of equipment including terrestrial scanners, robotics, GNSS, drone flights, and conventional total stations.

GEOTECHNICAL ASSESSMENTS

Stantec will subcontract a local geotechnical engineering firm when necessary for design. We typically team with Western Technologies Inc, but is open to working with the City's preferred consultant.

EXPERT WITNESSES

We have multiple experts in all of the engineering specialty disciplines who have the expertise needed to be a technical witness in a judicial setting. Our entire team is at your disposal.

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS

Principal of Firm:

Colleen Ruiz, PE | Principal-in-Charge
6100 Seagull Street NE Suite 102B,
Albuquerque, NM

Direct: 505-349-8454 Mobile: 505-524-4402
Email: colleen.ruiz@stantec.com

Subcontractors:

- Geotechnical: Western Technologies Inc. (8305 Washington Place NE, Albuquerque NM 87113, 505-823-4488)
- SUE:: T2 Utilities Engineering (2815 Broadbent Pkwy NE Suite A, Albuquerque, NM 87107, 505-345-7538)

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK

LOCATION	PERCENTAGE
Stantec Las Cruces Office 3831 East Lohman Avenue, #200 Las Cruces, NM 88001 575-524-2007	80%
Stantec Silver City Office 3400 Highway 180 East, Suite A Silver City, NM 88061 575-538-5395	10%
Stantec Albuquerque Office 6100 Seagull Street, NE, Suite 102B Albuquerque, NM 87109 505-275-0022	10%

D. NEW MEXICO REGISTRATION

Colleen Ruiz, PE | Principal-in-Charge

6100 Seagull Street, Suite 102B
Albuquerque, NM 87120

NMPE #16240

Direct: 505-349-8454
Mobile: 505-524-4402
Colleen.Ruiz@Stantec.com

#1 Top 110 Architecture / Engineering Firms
BD&C August 2023

#1 International design firm for sewer/waste
ENR August 2023

#2 Top 10 International Design Fims by Market - Water
ENR August 2023

#2 Top 10 International Design Firms by Region - United States
ENR June 2023

EVALUATION CRITERIA NO. 3

Performance of Firm

TAFT STREET ROADWAY, DRAINAGE, AND MULTI-USE PATH IMPROVEMENTS

CLIENT: VILLAGE OF COLUMBUS

The scope of work for the Taft Street Roadway, Drainage & Muti-Use Path Improvements will consist of roadway reconstruction to include unclassified excavation, subgrade preparation, approximately 6" of base course and 2.5" of asphalt for a 28' wide roadway surface, and valley gutters at each intersection to address drainage. The proposed improvements will also include new mountable curb and gutter along the east side of Taft. The entire corridor (approximately 2,550 LF) will include a paved multi use path along the west side of Taft Street. The improvements will provide a stabilized travel surface, improve existing drainage conditions, and greatly reduce the dust complaints of the residents who travel or live in the project area. The improvements will enhance the safety and quality of traffic and movement in the area by providing better roadway conditions for emergency vehicles and will better accommodate residential traffic.

Reference: Mayor Philip Skinner, 575-531-2663

DIAZ AVENUE STREET IMPROVEMENTS

CLIENT: TOWN OF HURLEY

Stantec assisted with grant writing, survey, design, and inspection of Diaz Avenue reconstruction. This project was constructed in two phases with a combination of state and federal funds. It included reconstruction of the existing roadway, widening to accommodate bicycle lanes, curb and gutter and sidewalk on both sides, and decorative lighting. Numerous side streets were re-graded, received curb and gutter with ADA facilities at the newly constructed corners. A parallel drainage swale had to be designed under each side street to convey the storm run-off and due to limited surfacing cover, some streets required a special trench drain structure with grates at side street intercept elevations. Additionally, Carrasco Avenue was improved with this project to have a reconstructed connection from US #180 to Diaz Avenue.

Reference: Lori Ortiz, Hurley Town Clerk, 575-537-2287

WELLFIELD SCADA SYSTEM

CLIENT: TOWN OF SILVER CITY

The distance from the furthest production well site to the distribution tank in Pinos Altos to the north is approximately 15 miles for Silver City's distribution system. Included in the system are nine production wells, four booster pump stations and twelve 12 water tanks. The hours of operation for the booster pump station from the Franks Wellfield was limited by the electric utility. A proprietary control system, utilizing a licensed radio frequency, were constructed in the 1990's but were inoperative. Line-of-sight communication is not available across the system.

In order to reduce the system operator's time and mileage and to generate additional cost savings through the operation of the major pumping components during off-peak hours, the Town of Silver City commissioned Stantec to design a wireless SCADA system onto the water production and distribution system. It was determined at the start of the project that an open-architecture communications system and solid state PLCs would be used in the system. The computer base station would be located at the office of the utility director in downtown Silver City. A notebook computer equipped with wireless communication capabilities would be carried by the system operator. Antennas for line-of-site communications were installed throughout the core of the system. The Franks Wellfield was located west of the Continental Divide and was shielded by the ridge top from the core of the system. A solar-powered radio repeater station with a 70 foot-tall antenna was constructed within an existing utility easement on the Divide to provide communication in and out of the Franks Wellfield. The Pinos Altos storage tank was located in a canyon to the north of Pinos Altos Mountain, also shielded from the main part of the system. A radio repeater station using directional antennas and a narrow range frequency filter was mounted on an existing communications tower on south Pinos Altos Mountain to provide communications to that tank.

Reference: Robert M. Esqueda, Utilities Director, 575-534-6355

Since 1999 I have worked with Stantec on the majority of public works projects completed by the Town of Silver City. They do high quality work and respond quickly and cost effectively to our engineering needs. They have proven their capability to complete large and complex projects on-time and within our budget.

Peter Pena, Public Works Director, Town of Silver City

Stantec

STANTEC CONSULTING SERVICES INC.

3831 E LOHMAN AVENUE, SUITE 200
LAS CRUCES, NEW MEXICO 88011-8447

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Stantec Consulting Service, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

STANTEC CONSULTING SERVICES, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "K"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Terracon Consultants, Inc., of 4450 Bataan Memorial East, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Terracon Consultants, Inc. 4450 Bataan Memorial East Las Cruces, NM 88011 ATTENTION: Ruben Solis-Hernandez

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

TERRACON CONSULTANTS, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Terracon Consultants, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 215.00
2	Project Engineer/Project Manager	$ 150.00
3	Senior Engineer	$ 175.00
4	~~Design Engineer~~ Staff Engineer	$ 125.00
5	Engineer Intern	$ 95.00
6	Engineering Technician	$ 60.00
7	Drafting Technician	$ 85.00
8	~~Survey Crew**~~ Drilling Crew (3 people)	$ 385.00
9	Construction Inspector/Observer	$ 85.00
10	Administrative/Clerical	$ 70.00
11	Field Testing and Investigations	$ On Scope Request Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 15

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ At cost plus mark up
16	Color Copies (per copy)	$ At cost plus mark up
17	Prints 24x36 (per sheet)	$ At cost plus mark up
18	Mylars 24x36 (per sheet)	$ At cost plus mark up
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Terracon
Explore with us

City of Las Cruces

General Engineering Services

RFP-23-24-051

February 27, 2024 at 4PM

A. Technical Proposal

4450 Bataan Memorial E
Las Cruces, NM

P (575-) 527-1700

Contact: Ruben Solis-Hernandez, P.E.

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Terracon Consultants, Inc.

4450 Bataan Memorial E, Las Cruces, NM

Authorized Signature
Ruben Solis- Hernandez, P.E.
Typed or Printed Name
Office Manager
Title
Ruben.SolisHernandez@terracon.com
Email Address

Telephone number (575) 527-1700 Fax number (575) 527-1092

NM Tax & Revenue Dept. CRS # 02-410704-00-2

Current NM Secretary of State Business ID # 2437846 (corporations only)

Current CLC Business Registration # 14694-19 (respondents located in Las Cruces only)

Federal I.D. number 142-12499173 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

TERRACON CONSULTANTS, INC
10841 S RIDGEVIEW RD
OLATHE, KS 66061-6456

April 8, 2021
CRS: 02-410704-00-2
Letter ID: L0380660144

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
23-Nov-1999	**02-410704-00-2**	**01-Jan-2000**
Business Location **6805 ACADEMY PKWY**		Business End Date
City and State **ALBUQUERQUE, NM**		Zip Code **87109**
Taxpayer Name **TERRACON CONSULTANTS, INC**		Taxpayer Type **Corporation**
Firm Name **TERRACON CONSULTANTS, INC**		Filing Frequency **Monthly**
Mailing Address **10841 S RIDGEVIEW RD**		
City and State **OLATHE, KS**		Zip Code **66061-6456**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

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Form Revised 02/2003

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Cabinet Secretary

By _____

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THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v39

10216571904012

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 6

Type
Business Registration License - PROFESSIONAL SERVICE

Number
14694-23

Issue Date
06/07/2023

Expires
6/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Terracon Consultants, Inc.

4450 BATAAN MEMORIAL EAST
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

TERRACON CONSULTANTS, INC.

2437846

the above named entity, a Corporation authorized under the laws of Delaware, is duly authorized to transact business in New Mexico as a Foreign Profit Corporation, under the

Business Corporation Act **53-17-1 to 53-17-20 NMSA 1978**

having filed its Application for Authority on March 9, 2004, and Certificate of Authority issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **July 14, 2020**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0037870

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at https://portal.sos.state.nm.us/bfs/online and following the instructions displayed under **Certificate Validation.**

A. Technical Proposal Content

The respondent's Technical Proposal shall include the following items, and in the sequence presented:

1. To address Evaluation Criteria No. 1 (Technical approach) below

a. Provide description of the proposed technical approach of all professional, technical and customary services provided

Please refer to page 3, question d for this information.

b. Major tasks to be accomplished

Terracon has a robust internal system to ensure all deliverables are completed on or ahead of schedule and at or below budget. Terracon's Project Management Dashboard allows project managers and APRs quick access to critical project metrics including upcoming schedule milestones and financial metrics including remaining revenue, revenue burn rate, WU/(WD), WIP, and AR. The APRs can also quickly review and monitor the progress of their assigned projects. The PM Dashboard is an efficient way to track key project metrics and identify when projects are reaching critical milestones requiring reviews, deliverables to clients, or other management actions. An email notification system will automatically notify the PM, APR, and other stakeholders when a new project is set up in ProjectXchange, including its contracted fee, schedule, and planned WU/(WD). The email directs the PM to schedule a kickoff meeting as the first critical juncture and provides GIS-based information for any project within a quarter-mile radius of the project site.

Environmental deliverables include reports specific to the service provided. In general, reports will include:

- Phase I Environmental Site Assessments (ESA) Report, which include:
  - Review of physical setting
  - Historical uses of the site
  - Review of regulated facilities on and near the site
  - Site visit with pertinent observations and photographs.
  - Findings/Recommendations regarding the presence/absence of Recognized Environmental Conditions (RECs)

- Phase II Subsurface Investigations Report which include:
  - Documentation of field activities;
  - Site plan showing pertinent site features;
  - Soil boring/monitor well logs;
  - Analytical laboratory results;
  - Data evaluation and presentation of findings; and,
  - Recommendations concerning further action, if necessary.

- Asbestos, Lead-based Paint and Mold Assessment/Consulting Services Report which include:
  - Site visit and inspection of suspect/impacted materials by State-licensed staff
  - Collection of samples in accordance with applicable federal, state and local regulations
  - Analysis of samples by accredited laboratories
  - Preparation of report discussing findings and recommendations

- Wetlands, Threatened/Endangered Species, Cultural Resource (Archaeology) Assessment Reports, which include:
  - Site visit to evaluate site conditions, possibly including GIS-verified boundary of potentially regulated areas

- Evaluation of wetlands, T/E species and/or cultural resources with regard to applicable regulations
- Preparation of report discussing findings, regulatory constraints and potential solutions, possibly including coordination with the US Army Corps of Engineers, US Fish and Wildlife, Texas Historical Commission and/or Texas Parks and Wildlife

- TCEQ Geologic Assessments and Void Mitigation Consulting Reports, which include:
  - Site-visit to evaluate site geology and presence/absence of "recharge features" which may affect location of stormwater management structures and preparation of State-formatted Geologic Assessment forms
  - Ground Penetrating Rader (GPR) to help determine presence/limits of subsurface anomalies, piping, utilities, etc.

Geotechnical engineering project deliverables include a final report outlining:

- Boring location plan.
- Boring logs with soil stratification.
- Subsurface exploration procedures.
- Encountered soils conditions.
- Summarized laboratory data.
- Groundwater levels observed during and at completion of drilling.
- Design values for allowable bearing capacity for foundations.
- Estimated settlement of foundations.
- Lateral earth pressure and drainage for site retaining walls.
- Seismic Site Classification (based on our findings and 2012 IBC).
- Pavement thickness and material component guidelines for movements and building pads including reduction of heave potential.
- Subgrade preparation / earthwork recommendations.

Construction materials testing and inspection deliverables includes reports for each material tested. Reports list the description, source and sample location of the materials tested, date, time, testing technician's name, test procedure, results of test and indication if test was within or outside the acceptable range for that particular test. Materials testing and Special inspection services typically include:

- Earthwork Observation/Testing
- Drilled Piers Instillation Observation
- Reinforcing Steel Observation
- On-Site Concrete Observation /Testing
- Post-Tensioning Observation
- Structural Masonry Observation/Testing
- Structural Steel Observation/Testing
- Fire Stop Systems and Fire Proofing Observation

c. A detailed statement of services to be provided under each task, and

ENVIRONMENTAL OVERVIEW

Negotiating the complexities of environmental issues can be challenging and time consuming. Terracon relies upon demonstrated experience and knowledge of local conditions and regulations to deliver solutions that are timely, practical, and make good business sense. Terracon's professionals have a thorough understanding of local conditions and regulations and know how to effectively manage the potential risks presented by hazardous materials and chemical releases that have impacted a site. In addition, we further maintain and develop relationships with regulatory agencies including the EPA, USACE, US FWS, THC, TDSHS, and TCEQ. and other state and local agencies in order to act as an advisor for owners and managers to ensure communications are maintained in the best manner possible. You can trust us to provide you with the most reliable information and the most reliable solutions to keep your projects compliant. We

routinely develop and implement environmental solutions in support of local municipalities and state agencies. Terracon's environmental services include (right side):

ASBESTOS AND HAZARDOUS BUILDING MATERIALS

When renovating or demolishing existing properties, building owners, property managers, developers, general contractors, healthcare facilities, school districts, and local governments alike face potential risks, including but not limited to:

- Asbestos-Containing Materials (ACM)
- Polychlorinated Biphenyls (PCBs)
- Oil-containing devices
- Fluorescent bulbs
- Underground/aboveground storage tanks
- Impacted soil and groundwater
- Lead-Containing Paint (LCP)
- Ozone Depleting Chemicals (ODCs)
- Mercury switches
- Hazardous materials
- Mold
- Radioactive sources

ASBESTOS

Terracon's team of asbestos professionals are full accredited by the U.S EPA to provide a full range of asbestos services under the National Emission Standards for Hazardous Air Pollutants (NESHAP). Our experienced provide comprehensive asbestos consulting beginning with the asbestos inspection and continuing through the process of abatement design and project development, adding project management and quality assurance air monitoring during the abatement efforts and ending with the requisite documentation process.

MOLD

Undesirable conditions such as odors, occupant perceptions of poor air quality, and visible mold growth are generally indicators of a breach or failure in one or more building systems. Improperly functioning heating, ventilating, and air conditioning (HVAC) systems and deficiencies in building operation, maintenance, design, or construction can contribute to excess moisture accumulation, building-related health complaints, and indoor mold growth. Terracon utilizes a multi-disciplinary approach to assess and address the root causes of mold and indoor air quality (IAQ) problems. Our industrial hygiene staff focuses on recognizing and evaluating potential hazards that can affect employees or occupants. We can also draw upon the expertise of our facilities engineering group to identify building deficiencies and operations that can indicate potential health concerns. Working together, these specialists can pursue the causes of complaints and provide practical recommendations to correct building-related mold/IAQ problems. Terracon's mold specialists are accredited by the U.S. Environmental Protection Agency.

LEAD-BASED PAINT

Terracon's Risk Assessors/Inspectors perform LBP risk assessments and inspections in accordance with state, the USEPA and/or the U.S. Department of Housing and Urban Development regulations. Inspections are performed in buildings utilizing an X-ray fluorescence analyzer (XRF) to test painted surfaces in each sample location. XRF technology is a non-invasive, non-destructive means to determine presence of lead in paint, even in a painted surface several layers below the surface. Terracon has the expertise to also test surface dust, water, and bare soil for lead content. The purpose of a lead risk assessment is to identify lead hazards present in housing constructed prior to 1978 or child occupied facilities as defined in federal law 24 CFR 35. Information is gathered from building occupants regarding use patterns within the subject property to identify potential sources of lead contamination. Terracon has extensive experience

in the development of lead abatement plans for various types of private and public facilities. These plans have included buildings or structures of historical significance requiring an innovative approach to complete the remediation while preserving the historical components of the facility.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

Our experience has shown that a carefully considered review of environmental concerns can provide an effective framework for both development and conservation of natural and cultural resources. We have assisted clients with natural and cultural resources management through the performance of multi-disciplined analyses, planning, and design projects. Terracon employs multidisciplinary staff who specialize in NEPA assessments and documents, Waters of the U.S. determinations/delineations, threatened and endangered species habitat assessments, cultural resources assessments, U.S. Army Corps of Engineers permitting and mitigation plan development, and other specific studies and assessments pertinent to NEPA (noise, air quality, hazardous materials). Terracon performs extensive preliminary desktop analysis to evaluate potential impacts to the applicable public interest factors to be assessed as appropriate in accordance with NEPA. Terracon then performs early agency consultation as required in an effort to get concurrence and/or solicit comments from the appropriate regulatory agencies. Terracon then evaluates the potential impacts to the human and natural environments in the preparation of required NEPA documents (Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements).

ARCHEOLOGICAL INVESTIGATIONS

Terracon's cultural resources management staff has been a vital component of our environmental service line since 2003. With staff specially trained in the areas of archaeology, architectural history, human osteology, faunal analysis, and historic preservation, the cultural resource management group helps navigate the complexities of federal and state regulations to bridge the requirements of cultural resource laws with the business needs of our clients. In addition to full-scale archaeological and historic preservation studies, we assist clients with tribal consultation, cemetery studies, preparation of agreement documents (e.g., Memorandum of Agreements [MOAs], Programmatic Agreements [PAs], and Memorandum of Understandings [MOUs], public education and outreach, and more.

HAZARDOUS WASTE MANAGEMENT

Terracon has broad experience in evaluating and resolving the regulation and management of hazardous and universal wastes generated by conditionally exempt, small and large quantity generators. Utilizing our professional staff of regulatory compliance specialists, Terracon conducts on-site assessments of operations and waste streams then performs waste determinations to identify hazardous wastes and amount of each stream generated on a monthly basis. In turn, Terracon will consult with the facility on applicable generator status and the reporting and recordkeeping requirements that their status entails. Terracon will ensure the facility obtains the correct status registration and can assist in development of a waste tracking system to ensure continued compliance.

AIR QUALITY MONITORING, TESTING, AND PERMITTING

We have conducted Indoor Air Quality (IAQ) surveys to evaluate workplace areas for Mold, Common Indoor Allergens, Particulate Matter, Volatile Organic Compounds (VOCs), and other air quality parameters. To assist with water intrusion conditions and mold-related problems, Terracon has a variety of automated spore trap sampling equipment and Infrared (IR) Cameras. Terracon utilizes a multi-disciplinary approach to assess and address the root causes of IAQ problems. Our industrial hygiene staff focuses on recognizing and evaluating potential hazards that can affect employees or occupants. We can also draw upon the expertise of our facilities engineering group to identify building deficiencies and operations that can indicate potential health concerns. Working together, these specialists can pursue the causes of complaints and provide practical recommendations to correct building-related IAQ problems.

STORMWATER MANAGEMENT

Municipalities are required to obtain either a Phase I or Phase II Municipal Separate Storm Sewer System based on their size (small, medium or large). Stormwater requirements will vary based on whether the municipality is a small (Phase II) or medium/large (Phase I) MS4. Terracon's team of experienced environmental compliance staff will assist the City in the management and maintenance of its Stormwater Management Program (SWMP) under the Phase I MS4 permit. This will include consultation on best management practices, assistance in sampling and monitoring of stormwater, conducting and documenting required inspections, and reporting and recordkeeping requirements. Terracon can also assist in the renewal of the Phase I MS4 Permit and SWMP when applicable.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

Terracon conducts a variety of assessments ranging from ASTM Phase I environmental site assessments (ESAs) to extensive subsurface investigations. Our ability to provide the full range of assessment and investigation services is enhanced by our complete field service capability, as well as our diverse staff of professionals. The purpose of an ESA is to identify recognized environmental conditions (RECs) that may impact the property. Phase I activities typically involve the collection and review of information concerning: physical setting, regulatory records, historical use, site and adjoining property reconnaissance, interviews with persons/agencies familiar with the site, and previous report review.

GENERAL ENVIRONMENTAL SERVICES

Terracon's regulatory compliance specialists understand the dynamics behind complex regulations and how they affect your facility. Our team of experienced engineers and regulatory compliance specialists have the skills and knowledge to evaluate your facility to assess applicability of federal, state, and local regulations, including the Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act, and Emergency Planning and Community Right to Know Act, providing you with the content knowledge experts to save you time in maintaining compliance of your facility. We help our clients determine how to best comply with a single complex regulatory requirement or provide a multimedia assessment of an entire facility. Whether developing and constructing a new facility, or operating an existing one, owners must meet their specific regulatory requirements to ensure their businesses can operate uninterrupted. Terracon provides timely, and accurate services to assist clients in obtaining and maintaining facility compliance. Our goal is to develop a cost-effective compliance program that will allow you to document compliance with applicable regulatory permits and requirements. In addition, we further maintain and develop relationships with regulatory agencies including the EPA, and state and local agencies in order to act as an advisor for owners and managers to ensure communications are to provide you with the most reliable information and the most reliable solutions to keep your facility compliant. Terracon's regulatory compliance services include:

- Limited environmental compliance assessments
- Spill Prevention Control and Countermeasure (SPCC) and Facility Response Plans (FRP)
- SARA Title III or EPCRA Reporting (Tier II Chemical Inventory Report)
- Annual Compliance Training
- GIS mapping services
- Pollution Prevention/Waste Minimization
- Environmental Compliance Management System

GEOTECHNICAL ENGINEERING

Design and construction of functional, cost-effective structures require a thorough understanding of local soil, rock, and groundwater conditions. Terracon provides safe and quality-focused in-house exploration and geotechnical services to support both the design phase of a project, as well as the construction process, if needed to resolve ground-related construction issues.

Terracon is proud to have its own drilling equipment and exploration staff with combined decades of field experience. Our nationwide engineering bench strength and depth of knowledge of the regional geologic and soil conditions is reflected in our vast geotechnical database that spans almost three decades, which provides an additional level of confidence to our reports. Our in-house truck-mounted, CME 75 drill rig is available locally to perform subsurface exploration borings and sampling. Terracon offers the necessary methods of subsurface sampling and data acquisition to meet client needs if necessary (including drilling in loose sands, very dense and hard deposits, or shallow perched groundwater conditions). If needed, our services may include specialized field testing, such as on-site percolation testing for on-site storm-water ponds.

The typical phases of a geotechnical study include: Site Exploration, Laboratory Testing and Engineering Analysis. Site exploration will primarily consist of soil borings (depth and spacing determined based on size / type of installation, loads and area) sampled with various methods depending on the geology of the site. Laboratory testing will typically focus on determining soil classification in accordance with Unified Soil Classification System, physical properties, and strength properties.

Our geotechnical services typically include:

- Subsurface exploration and testing
- Foundation analysis and design recommendations
- Groundwater control recommendations
- Pavement subgrade evaluation and design recommendations
- In-situ testing and performance monitoring
- Recommendations for earth structures, slopes, and retention systems (if applicable)
- Soil stabilization and ground improvement (where applicable)
- Dynamic analysis and evaluation (if applicable)

With more than 350 geotechnical engineers and one of the largest drilling fleets in the country, Terracon is well positioned to deliver quality, responsive, and cost-effective geotechnical engineering services, regardless of project size.

MATERIALS TESTING (CONSTRUCTION INSPECTION)

Proper selection, quality, workmanship, and performance of construction materials play a vital role in ensuring that today's buildings and infrastructure perform adequately over long-time periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials related problems and failures when they do occur.

Terracon's materials testing services include:

- Construction Quality Assurance/Quality Control
- Pavement Materials Engineering
- Structural Steel and Nondestructive Testing
- Field and Laboratory Observation & Inspection
- Materials Engineering
- On-Site Observation and Monitoring
- Materials Mix Design, Evaluation, Verification
- Materials Evaluation and Selection

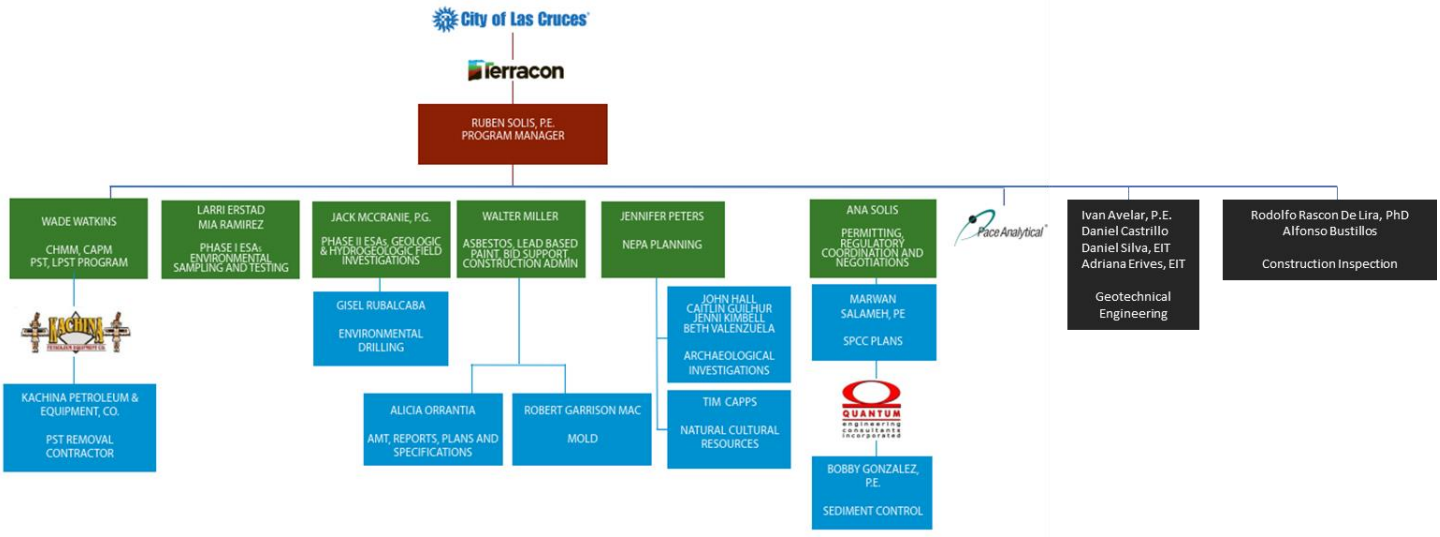
d. A project time schedule

With the atmosphere of a small firm and the resources of a global firm, Terracon can offer the City of Las Cruces a unique experience on the Environmental Program. Our firm has over two decades of knowledge in providing environmental services in Texas. This unique understanding of working within the guidelines and procedures of the state and local markets will allow our firm to provide the City of Las Cruces a comprehensive scope of service for each project. The ability to meet schedules and deadlines is a key attribute in building a successful working relationship

with our clients. Terracon prides itself in meeting schedules by: Employing committed professionals who are fully trained and experienced in the services they provide; Maintaining in-house resources; Coordinating the work through a single point of contact to effectively utilize our personnel and resources; Avoidance of oversights that result in lost time. Our team is organized to effectively manage fieldwork, deliverables and budget constraints.

2. To address Evaluation Criteria No. 2 (Qualifications/competence) below

a. Provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided



RUBEN SOLIS, P.E.
Program Manager

Mr. Solis serves as Office Manager in Terracon's Las Cruces, New Mexico and El Paso, Texas office. He has over 19 years of experience providing supervision, geotechnical engineering analysis, and recommendations for a variety of projects in the southern New Mexico and Texas Regions. His responsibilities include overseeing and supervising the Environmental, Geotechnical, and Materials Departments in Terracon's El Paso, Texas office.

ANA SOLIS
Lead Permitting/Compliance and Regulatory Coordinator

Ms. Solis has over 19 years of experience as an Environmental Project Manager in the areas regulatory permitting for greenfield and brownfield facilities, including petrochemical and manufacturing facilities. Ms. Solis has also performed multimedia health, safety and environmental (HSE) compliance audits, Phase I and Phase II environmental site assessments (ESA), and plant decommissioning services in the U.S. and Mexico. Ms. Solis has managed and performed Vapor Intrusion Evaluations and compliance programs including SWP3 and SPCC, Permit by Rule, EPCRA 312/313, RCRA, and prepared assessment reports under the Texas Risk Reduction Program (TRRP). She has also been involved as a team member in the development of remedial action plans and in the design of soil and groundwater remedial systems at several contaminant sites. She has also participated on emergency response projects, underground storage tank (UST) removal sites, phase-separated hydrocarbon recovery projects, mobile dual phase extractions, and work plan development.

Ms. Solis was employed from 2002 through 2004 by the University of Texas at El Paso (UTEP). While at UTEP, she worked on a project for the mobilization, immobilization, and sequestration of metals and radionuclides in the subsurface by manipulation of the aqueous carbonate system, which became the basis for her thesis.

WADE WATKINS, CHMM, CAPM
CHMM, CAPM PST, LPST Program

Mr. Watkins is a project manager with over 17 years of experience managing projects involving environmental investigations, site remediation and hydrogeological supply issues. Mr. Watkins has partnered in projects with North Texas municipalities for over 13 years. He has conducted numerous Phase I ESAs throughout Texas, including commercial/industrial properties, oil/gas facilities, residential properties and vacant land. He has experience evaluating impacts to sites with chlorinated solvents, petroleum hydrocarbons and metals by way of soil and groundwater contamination delineation, sensitive receptor surveys, groundwater characterization, and risk-based assessments. He has been involved in the investigation, oversight and closure of numerous Texas Commission on Environmental Quality (TCEQ) Voluntary Cleanup Program (VCP), Innocent Owner/Operator Program (IOP), leaking petroleum storage tank (LPST), corrective action (CA) and Dry Cleaner Remediation Program (DCRP) sites. He also performs National Policy Act Review (NEPA) Land Use Compliance reports for telecom projects, which includes FCC Tower Construction Notification correspondence, federal and state threatened and endangered species and State Historic Preservation Office (SHPO) assessments.

Mr. Watkins' experience includes subsurface vapor assessments, vapor barrier installation oversight and inspection, underground storage tank removals, supervision of water-production well installation; groundwater, surface-water and effluent sampling; groundwater contamination analysis and delineation; groundwater level monitoring; monitor-well installation and abandonment; aquifer testing by slug testing; step-rate testing and extended-period testing; aquifer-test analysis; installation, pilot testing, operation, maintenance and troubleshooting of groundwater and soil remediation systems; data analyses and mapping; wetlands and vegetation identification.

LARRI L. ERSTAD
Phase I ESAs, Environmental Sampling and Testing | Environmental Department Manager

Ms. Erstad is an environmental project manager in Terracon's Las Cruces, New Mexico office. She is responsible for managing environmental projects in Terracon's Las Cruces office including environmental site assessments, asbestos services and lead-based paint services. She has 15 years of experience in environmental consulting.

Ms. Erstad has conducted ASTM Phase I environmental site assessments, including lead-based paint surveys and asbestos sampling and assisting with Limited Site Assessments (LSIs). She has assisted with National Environmental Policy Act (NEPA) Environmental Assessments (EAs), and other NEPA related documents for the U.S. Federal Aviation Agency (FAA) and Stormwater Pollution Prevention Plans (SWPPP). She has experience with projects ranging from agricultural, residential, and commercial properties, to industrial manufacturing, EPA Brownfield sites, PST facilities, LPST facilities, RCRA hazardous waste generators, to wind and solar properties.

Ms. Erstad has experience in client interaction and marketing with numerous clients including private landowners, developers, local municipalities, major retail chains and large-scale lending institutions. She has experience in the coordination of site activities with local, state and federal regulatory agencies.

JACK MCCRANIE, P.G.
PHASE II ESAs, Geologic & Hydrogeologic Field Investigations

Mr. McCranie is responsible for managing environmental services in Terracon's Fort Worth office including environmental site assessments, subsurface investigations, remedial services, asbestos services and lead-

based paint services. He has more 25 years of professional experience in the environmental field. Mr. McCranie has experience with chlorinated solvents, petroleum hydrocarbons, and metals at a variety of facilities including industrial and commercial facilities. Mr. McCranie has been involved in the evaluation of hundreds of petroleum hydrocarbon and chlorinated solvent releases, which included the installation of monitor wells, delineation of soil and groundwater contamination, sensitive receptor surveys, groundwater characterization, and risk-based assessment evaluations. Mr. McCranie has been involved in the investigation, oversight and closure of numerous Voluntary Cleanup Program and leaking petroleum storage tank sites and has managed several EPA Brownfields Assessment Grants for cities.

Mr. McCranie is a Texas Department of State Health Services licensed asbestos inspector and license lead-based paint risk assessor. Mr. McCranie has conducted limited and comprehensive asbestos surveys, as well as limited and comprehensive lead-based paint inspections and risk assessments throughout the State of Texas.

WALTER MILLER
Asbestos, LBP, Bid Support

Mr. Miller's technical background includes 29 years of diverse environmental consulting in the West Texas – Southern New Mexico area. Mr. Miller has managed projects ranging from asbestos services in schools to the preparation of environmental documentation for an International Bridge. His responsibilities include budgeting, proposal preparation, human resources, quality review, and business development. Mr. Miller's technical experience includes asbestos consulting (Texas Individual Asbestos Consultant), Phase I and Phase II Environmental Site Assessments, Indoor Air Quality, National Environmental Policy Act (NEPA) documentation, Hazardous Waste Characterization, Noise Surveys, Subsurface Soil and Groundwater Investigations and many other aspects of the environmental consulting profession. Mr. Miller is also active in transportation planning and project development in the West Texas region. As a member of the Transportation Policy Board of the El Paso Metropolitan Planning Organization, he has been involved in the prioritization and scheduling of roadway and mass transit projects throughout the region.

JENNIFER TROMBLEY PETERS
NEPA Planning

Ms. Peters has over ten years of preparing and managing National Environmental Policy Act (NEPA) documents and over eighteen years of diverse professional experience specializing in environmental consulting, regulatory compliance and review, site investigation, technical writing, and site assessment. With additional experience in site remediation and emergency response. Her NEPA experience includes serving as a project manager, coordinator, and resource specialist specializing in water and hazardous material resources, and document author for Environmental Assessments and Categorical Exclusion documents for proposed actions including: programs, utility (water/wastewater, roadways), and facilities. Clients include municipal/local government agencies (cities and counties), U.S. Air Force (USAF), U.S. Postal Service (USPS), Veterans Affairs (VA), and utilities utilizing guidance and regulatory framework provided required by 40 CFR 1500, 32 CFR 989, and 24 CFR 58. Ms. Peters has worked for and with the USAF, USPS, U.S. Army Corps of Engineers, U.S. Navy, Bexar County, San Antonio Housing Authority, and various municipal (including city, state, and county) agencies.

CAITLIN GULIHUR, MA, RPA
Archaeological Investigations

Ms. Gulihur is a staff scientist and project manager, located in Terracon's Austin office. Her duties include conducting cultural resources fieldwork as a project archeologist and principal investigator, preparing reports, and managing digital spatial data using Geographic Information Systems (GIS). Ms. Gulihur has assisted with archeological projects across Texas as a field technician, project archeologist, and principal investigator. She has worked on construction monitoring projects and Phase I surveys performed in compliance with the Texas Antiquities Code and Section 106 of the National Historic Preservation Act (NHPA). She has also worked at a curation facility certified by the Texas Historical Commission (THC), overseeing

the curation of artifacts and records in compliance with the Texas Antiquities Code.

JENNI KIMBELL
Archaeological Investigations

Ms. Kimbell is a senior staff archeologist in Terracon's Houston office. She has worked in Cultural Resource Management since 2009 in roles ranging from field tech to Principal Investigator. The majority of her experience has been in Texas, but she has also worked in eastern New Mexico, Colorado, Kansas, and Oklahoma. Ms. Kimbell has worked on sites ranging in date from early Archaic to modern. Beyond archeology, her strengths include Geographic Information Systems; writing, editing, and quality control of documents; organization; and logistics. She has experience in handling prehistoric and historic-period artifacts in a laboratory setting and has led crews of up to 10 people and has consistently received positive feedback from supervisors, crew members, and clients. She is currently serving as chair of the Public Outreach and Membership Committee for the Texas Archeological Society and has conducted outreach activities at schools, community events, and professional meetings.

JOHN D. HALL, M.A., RPA
Archaeological Investigations

Mr. Hall is the Senior Archaeologist and Principal Investigator for Terracon's Las Cruces office. Mr. Hall oversees cultural resource management projects for Terracon in the U.S. Southwest. Mr. Hall is well-versed in the archaeology, history, and ecology of the U.S. Southwest, stone artifact technologies, landscape archaeology, geoarchaeology, spatial analysis, ethnoarchaeology, and settlement and subsistence systems; with particular experience in Archaic and Ceramic Period economic adaptations and material culture, as well as the adoption of agriculture in the prehistoric U.S. Southwest. Mr. Hall has over 20 years of experience in archaeology and has participated on a variety of archaeological projects in Arizona, California, Colorado, Nevada, New Mexico, Texas, Utah, and Washington as a supervisor, lithic analyst, or technician, since 1997. Mr. Hall has specific experience as a supervisor on large survey and data recovery projects in the U.S. Southwest.

S. ELIZABETH VALENZUELA
Archaeological Investigations

Ms. Valenzuela is an architectural historian in Terracon's Austin, Texas office. She has 20 years of professional experience in the field of preservation and historic architecture. She has supervised and participated in historic resources surveys, building documentation, archival research, and historic context development projects throughout the United States. She has worked with municipal governments, and state and federal agencies to identify, document, and provide National Register of Historic Places (NRHP) eligibility assessments for commercial, residential, governmental, industrial, rural resources and cultural landscapes. These projects have involved archival research using primary and secondary source materials at local, state, and national repositories, and condition assessments and field documentation using standardized field survey forms and digital and 35mm photography.

Ms. Valenzuela earned a Masters of Architecture degree from Texas Tech University and during her career has managed a broad range of cultural resource projects. These projects have included the identification and assessment of resources dating mostly from the early nineteenth century to the mid-twentieth century and have encompassed utilitarian structures, rural landscapes, vernacular and high-style residential, commercial, and institutional buildings. Ms. Valenzuela meets the Secretary of Interior Standards for Professional Qualifications in Architecture, Historic Architecture, and Architectural History.

TIM CAPPS

Natural Cultural Resources

Mr. Capps is the Group Manager for the Environmental Planning Department of Terracon's Dallas/Fort Worth Metro office. He has over 15 years of natural resource and environmental experience. Tim has demonstrated expertise in wetland delineations, jurisdictional waters determinations, Section 404 permitting, pipeline route studies, NEPA documentation, stormwater compliance, and Geographic Information Systems.

MARWAN F. SALAMEH
SPCC Plans

Mr. Salameh is an environmental engineer in the Dallas, Texas office. Mr. Salameh is responsible for managing projects related to soil and groundwater contamination with a focus on remedial actions and Spill Prevention, Control and Countermeasure planning. Marwan Salameh is a project Manager located in Terracon's Dallas office with 29 years of experience. His duties include conducting environmental investigations and remediation for the oil & gas, manufacturing, municipal, and Federal clients He is well versed in risk assessments, regulatory negotiations, remedial design/remedial action, site closures, and various compliance aspects including Spill Prevention and Countermeasure (SPCC) Plan development or recertification. He is a licensed professional engineer (License No. 81554) in Texas. Mr. Salameh will function as the PE for the SPCC plans. Mr. Salameh's experience is focused in the environmental field and has worked on numerous sites particularly in Texas, Louisiana, and Oklahoma. Mr. Salameh supported oil & gas, manufacturing, and municipal and Federal clients in assessing environmental liabilities associated with active and inactive facilities and led teams responsible for conducting site investigations, risk assessments, regulatory negotiations, remedial design/remedial action, and site closures.

IVAN AVELAR, P.E.
Senior Project Manager / Geotechnical Task Lead

Mr. Ivan Avelar, PE, who has over 18 years of engineering experience, has been assigned the role of Geotechnical Task Lead for the City of El Paso. Mr. Avelar is the Department Manager of Geotechnical Services in Terracon's El Paso, Texas and Las Cruces, New Mexico offices and is a licensed Professional Engineer in the State of Texas (License No. 108468) and New Mexico (License No. 22300). He will oversee the coordination and progress of the geotechnical field, laboratory, and engineering stages for the program.

DANIEL J. CASTRILLO
Geotechnical Project Manager

Mr. Castrillo is a staff geotechnical engineer in Terracon's Las Cruces, New Mexico office. He prepares scopes of work, coordinates, schedules, performs, supervises field investigations or inspections and creates geotechnical engineering reports. Daniel reviews and interprets soil data collected and laboratory tests results to measure physical and non-physical properties of soil from a geotechnical, geological, or environmental standpoint. He performs engineering calculations and analysis for foundation and pavement design and assists other office, laboratory and field staff in the performance of geotechnical and construction materials testing, draft reporting of test results, and review of technical reports.

RODOLFO RASCON DE LIRA, PHD
Materials Testing Project Manager, Materials Testing Lead

Mr. Rascon De Lira serves as a Manager in the Materials department at Terracon's El Paso office. He is responsible for preparing proposals, managing project budgets, and delivering construction testing and materials reports. He has overseen geotechnical and construction projects, including school facilities, detention ponds, roads, bridges, residential developments, and commercial buildings. In addition, Mr. Rascon De Lira has been involved in projects that include pile load testing, and pavement evaluation and design.

ALFONSO BUSTILLOS

Materials Testing Project Manager
Mr. Bustillos serves as a Project Manager in the Materials department at Terracon's El Paso office. He is responsible for preparing proposals, marketing task, prepares and complete engineering reports, managing project budgets, supervise technical personnel and delivering construction testing and materials reports.

Availability of Key Personnel

A summary of the availability of proposed personnel and anticipated levels of involvement through the contract term is provided in the table below. As can be seen, the anticipated time available significantly exceeds foreseeable contract requirements.

Personnel	Availability			
	25%	50%	75%	100%
RUBEN SOLIS-HERDANDEZ, P.E., Administration Manager	■			
ANA SOLIS, Permitting, Regulatory Coordinator and Negotiations | Environmental Department Manager	■			
WADE WATKINS, CHMM, CAPM, CHMM, CAPM PST, LPST Program	■			
LARRI L. ERSTAD, Phase I ESAs, Environmental Sampling and Testing	■	■	■	
JACK MCCRANIE, P.G., PHASE II ESAs, Geologic & Hydrogeologic Field Investigations	■			
WALTER MILLER, Asbestos, LBP, Bid Support	■	■		
JENNIFER TROMBLEY PETERS, NEPA Planning	■			
CAITLIN GULIHUR, MA, RPA, Archaeological Investigations	■			
JENNI KIMBELL, Archaeological Investigations	■			
JOHN D. HALL, M.A., RPA, Archaeological Investigations	■			
S. ELIZABETH VALENZUELA, Archaeological Investigations	■			
TIM CAPPS, Natural Cultural Resources	■			

GISEL RUVALCABA, Environmental Drilling				
MARWAN F. SALAMEH, SPCC Plans				
IVAN AVELAR, P.E., Geotechnical Engineering				
DANIEL CASTRILLO, Geotechnical Engineering				
RODOLFO RASCON DE LIRA, PHD, Construction Inspection				
ALFONSO BUSTILLOS, Construction Inspection				

b. Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Mr. Ruben Solis-Hernandez, P.E., Office Manager, will be the officer responsible for the administration of the contract. He has over 20 years of experience working on similar projects.

- Address: 4450 Bataan Memorial E, Las Cruces, NM
- Phone: 575-527-1700

Subconsultants:

Kachina Petroleum Company
Email: kachina@kachinapetro.com
Phone: 915-599-1717
Address: 3507 Confederate Dr, El Paso, TX 79936

Quantum Consultants
Robert A. Gonzales, PE, CNU-a - President/Principal Engineer
Email: bgonz@qeceng.com
Phone: (915) 532-7272
Address: 345 N Water Street, Suite 17, Las Cruces, NM 88001

Pace Analytical National
Jennifer A McCurdy, Project Manager
Email: Jennifer.McCurdy@pacelabs.com
Address: 12065 Lebanon Rd, Mount Juliet, TN 37122

Ground Penetrating Radar Systems, LLC
Lee Mireles, Project Manager
Email: lee.mireles@gprsinc.com
Address: 1901 Indian Wood Cir., Maumee, Ohio 43537

c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Environmental services for the City of Las Cruces will be performed by Terracon's Las Cruces Office with support from Terracon's El Paso Office staff. It is anticipated that the Las Cruces office and staff would perform more than 75 percent of the work.

- Terracon Las Cruces Office: 4450 Bataan Memorial E, Las Cruces, NM
- Terracon El Paso Office: 6460 Hiller Street, Suite A, El Paso, Texas 79925

d. Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Ruben Solis-Hernandez, P.E. and Larri Erstad

- Terracon Las Cruces Office: 4450 Bataan Memorial E, Las Cruces, NM
- Terracon El Paso Office: 6460 Hiller Street, Suite A, El Paso, Texas 79925

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **TERRACON CONSULTANTS, INC**

DBA: **TERRACON CONSULTANTS, INC**
10841 S RIDGEVIEW RD
OLATHE, KS 66061-6456

Expires: **08-Apr-2024**

Certificate Number:

L0006138288

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 6

Type	Number
Business Registration License - PROFESSIONAL SERVICE	14694-23
	Issue Date 06/07/2023
	Expires **6/29/2024**

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Terracon Consultants, Inc.
4450 BATAAN MEMORIAL EAST
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

3. To address Evaluation Criteria No. 3 (Performance of the firm) below, provide the following:

Description and name of a total of three past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project. Scoring will be based on three successfully completed reference checks, worth a maximum of five points each, for a maximum possible total of 15 points.

City of Alamogordo
Master Services Agreement
Services Provided: Environmental Consulting, Geotechnical Engineering and Construction Materials Testing
Contact: Bob Johnson, Engineering Manager
Email: bjohnson@ci.alamogordo.nm.us
Phone: 575-4399-4129

City of El Paso
On-Call Environmental Services
Services Provided: Environmental Consulting (Environmental Planning, Property Assessment, Asbestos/Lead)
Contact: Yvette Hernandez, City Engineer
Email: HernandezYM@elpasotexas.gov
Phone: 915-212-0065

City of Las Cruces
On-Call Materials Testing Services
Services Provided: Construction Material Testing
Contact: Mr. Dave Duncan, Buyer
Email: dduncan@las-cruces.org
Phone: 575-541-2514

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Terracon Consultants, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

TERRACON CONSULTANTS, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "L"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Water Works Engineers, LLC, of 8650 Alameda Blvd NE, Ste 103E, Albuquerque, NM, 87122, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Water Works Engineers, LLC 8650 Alameda Blvd NE, Ste 103E Albuquerque, NM 87122 ATTENTION: Michael Fisher

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WATER WORKS ENGINEERS, LLC	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24

City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm WATER WORKS ENGINEERS, LLC

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 268
2	Project Engineer/Project Manager	$ 227
3	Senior Engineer	$ 185
4	Design Engineer	$ 155
5	Engineer Intern	$ 134
6	Engineering Technician	$ 103
7	Drafting Technician	$ 118
8	Survey Crew**	$ NA
9	Construction Inspector/Observer	$ 139
10	Administrative/Clerical	$ 93
11	Field Testing and Investigations	$ NA
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ Varies
16	Color Copies (per copy)	$ Varies
17	Prints 24x36 (per sheet)	$ Varies
18	Mylars 24x36 (per sheet)	$ Varies
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

City of Las Cruces

General Engineering Services

Proposal

RFP: No 23-24-051

Due: February 27, 2024

4:00 PM

Submitting Firm:

Water Works Engineers, LLC

8650 Alameda Blvd NE, Suite 103E

Albuquerque, NM 87122

(505) 210-9546

Index Sheet

Index Sheet ..... A
RFP Compliance Declaration ..... B
Transmittal Letter ..... D
Evaluation Criteria No. 1 – Technical Approach 1
Specialized Design and Technical Competence 1
Major Tasks to be Accomplished 2
Evaluation Criteria No. 2 – Qualifications/Competence 9
Key Personnel 9
Principal of the Firm 12
Subconsultants 12
Office Location and Performance of Work 12
New Mexico Project Manager 12
Evaluation Criteria No. 3 – Performance of the Firm 13

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Water Works Engineers, LLC
8650 Alameda Blvd. NE, Suite 103E
Albuquerque, NM 87122

Authorized Signature
Michael Fisher, PE
Typed or Printed Name
Principal
Title
mikef@wwengineers.com
Email Address

Telephone number (505) 210-9546 Fax number (480) 378-2948

NM Tax & Revenue Dept. CRS # 03217251006-GRT

Current NM Secretary of State Business ID # _____ (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 20-3148271 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

SAMI KADER
WATER WORKS ENGINEERS
700 CYPRESS AVE STE 201
REDDING, CA 96001-2731

September 8, 2023
NM Business Tax ID:
03-217251-00-6
Letter ID: L1105711728

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2011	**03217251006-GRT**	**01-Jul-2011**
Business Location: **8650 ALAMEDA BLVD NE STE 103E**		Business End Date
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**
Taxpayer Name: **WATER WORKS ENGINEERS**		Taxpayer Type: **LLC**
Firm Name: **WATER WORKS ENGINEERS**		Filing Frequency: **Semiannual**
Mailing Address: **8650 ALAMEDA BLVD NE STE 103E**		
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2011	**03217251006-GRT**	**01-Jul-2011**
Business Location: **8650 ALAMEDA BLVD NE STE 103E**		Business End Date
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**
Taxpayer Name: **WATER WORKS ENGINEERS**		Taxpayer Type: **LLC**
Firm Name: **WATER WORKS ENGINEERS**		Filing Frequency: **Semiannual**
Mailing Address: **8650 ALAMEDA BLVD NE STE 103E**		
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**

Form Revised 02/2003

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Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v42

Transmittal Letter

February 27, 2024

RE: Proposal for the City of Las Cruces General Engineering Services – RFP No: 23-24-051

Dear Members of the Selection Committee:

Water Works Engineers LLC (Water Works) is pleased to submit one (1) electronic version of our proposal for the City of Las Cruces (City) General Engineering Services. At this time we would like to acknowledge Addendum One dated 2/13/24 and Addendum Two dated 2/23/24.

Over the past 19 years, Water Works has provided engineering design services for water, wastewater, and recycled water infrastructure for municipal utility districts and agencies across the western United States. We have built a reputation of providing high quality and cost-effective services in a timeline consistent with varying schedules associated with on-call engineering services. We recognize that maintaining an excellent level of service to repair, rehabilitate, and replace aging infrastructure **requires excellent planning, technical expertise, and execution.**

Water Works will provide the City the full depth and breadth of our western United States experience through our local team. Our Project Manager and Lead Project Engineer ***Mohsen Karbakhsh, PE***, will be managing the nuts and bolts of this project from our Albuquerque office. ***His hands-on approach to design, attention to details, construction experience, and exceptional communication skills are what make his projects successful***. At Water Works Engineers, we believe and insist that our Project Managers have an in-depth involvement in the technical execution of the projects they manage. This significantly differentiates us from other firms, who see Project Management as a strictly administrative function. When you work with Water Works Engineers, the Project Manager is a one-stop shop for resolution of all project issues, from start to finish. This means that Mohsen will be responsible for the technical execution of much of the work, while efficiently targeting the full range of Water Works technical expertise and resources.

We have the experience, judgement, and leadership skills to keep projects on track and delivered while balancing the expectations and goals of all project participants. Water Works Engineers is a firm that was built from the ground up around ***experienced staff whose focus is engineering and technical work*** —not marketing – thereby limiting overhead functions to provide our clients with cost effective services. This combination of experienced staff and competitive rates will allow us to offer exceptional value.

Water Works acknowledges and agrees to comply with the insurance requirements listed in the RFP. If you have any questions regarding this proposal, please contact Mohsen Karbakhsh at (505) 932-8480 or mohsenk@wwengineers.com.

Very Truly Yours

Mohsen Karbakhsh, PE
Project Manager/Lead Project Engineer
(PROPOSAL CONTACT)

Mike Fisher, PE
Sr. Technical Lead, Managing Member
(PRINCIPAL IN CHARGE)

WATERWORKS ENGINEERS

Evaluation Criteria No. 1 – Technical Approach

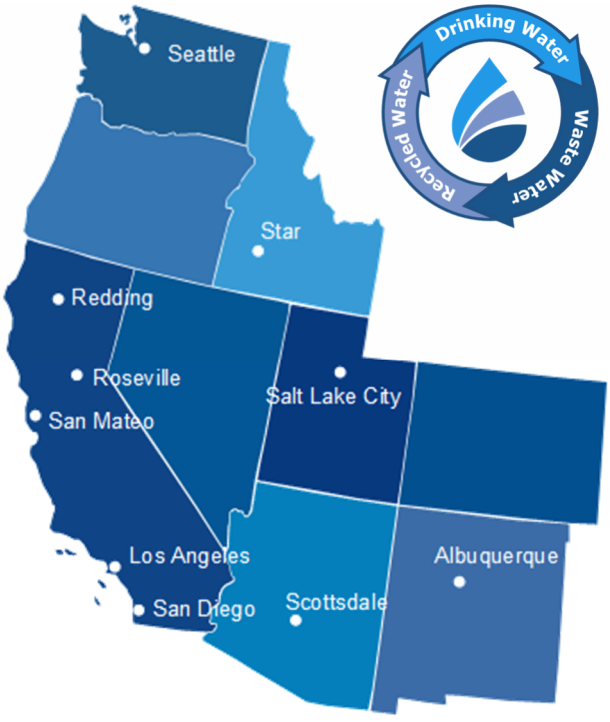
Specialized Design and Technical Competence

Water Works Engineers (Water Works) was formed in 2005 by engineers who believed that water and wastewater engineering and consulting could be done a better way by combining the best attributes of large and small firms: *the* ***technical expertise of a large firm and efficiency and personal attention of a small one***. Our vision was the formation and growth of a new kind of engineering firm, *a firm built on providing exceptional client service from highly experienced engineers in a "hands-on" highly interactive and enjoyable environment.*

To accomplish our vision, Water Works Engineers provides high-level staffing on every project with a *leaner overall firm structure* that is focused on delivering high quality work for client-specific needs. ***We focus solely on collection, conveyance, water/wastewater treatment, water, and recycled water systems infrastructure***. This focus makes us efficient, keeps us up to date, and allows us to provide the highest level of service. Our focus and work approach allow us to provide high quality planning and design products. ***We take great pride in the fact that we don't just create documents, we facilitate projects***.

This focus and approach have fueled a consistent increase in our clients and projects, with 10 offices and 105 employees with approximately $30M in yearly revenue. ***By focusing exclusively on water and wastewater engineering, Water Works provides focused expertise rather than the broad umbrella approach of many civil engineering firms***. It is with these core values in mind that we assembled our team for this project.

Based on our experiences, we strongly believe that people execute projects, not firms. For that reason, the Water Works team is committing high quality, senior staff with in-depth experience directly relevant to the City's Improvement Projects. The Project team are experienced professionals who have been directly involved in the design and successful implementation of collection, distribution, conveyance, and treatment system projects across Arizona, California, Utah, and New Mexico.

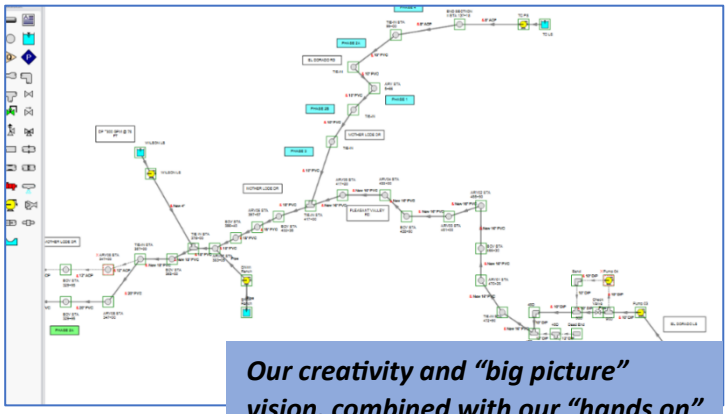


In addition to our civil and environmental capabilities with respect to water/wastewater treatment, infrastructure, and hydraulics, Water Works Engineers has in-house **structural**, **electrical and control, and mechanical** engineers and designers that will be involved with the City as needed.

Major Tasks to be Accomplished

Collection and Distribution System Master Planning and Design

Water Works Engineers understands that the infrastructure outside the treatment plant (water distribution and wastewater collection systems) is often our communities' single largest investment. We pride ourselves on delivering innovative and quality work products in all phases of a project, on schedule and within budget. We have extensive experience in gravity and pressurized pipelines; booster pumps and lifts stations; steel and concrete storage tanks; metering and pressure reducing facilities; water quality monitoring stations; and manholes and junction structures. Our experience includes 90-inch transmission and interceptor pipeline design all the way down to small backyard residential lateral and mainline replacements. We have expertise with vertical turbine wet/dry well solids-handling self-cleaning sewage pumps stations, as well as smaller "duplex" and "air-pot" package stations. Water Works has experience in designing 15-MGD booster pumps stations with 5-MG pre-stressed concrete storage tanks and complex water age mitigation controls to replacing aging 40,000-gallon redwood water tanks serving 70 customers.

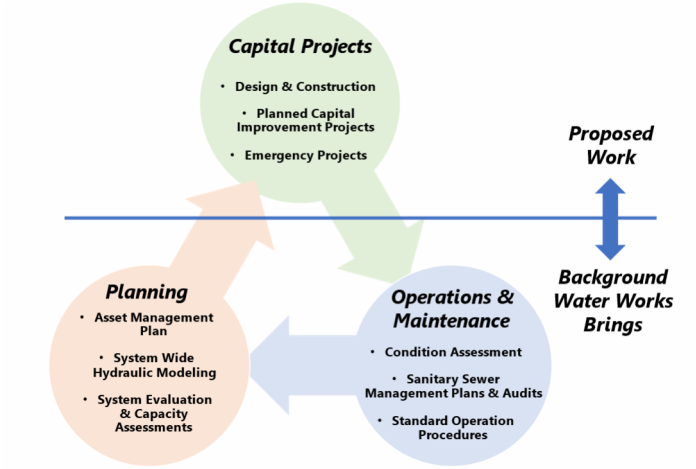


Our creativity and "big picture" vision, combined with our "hands on" construction phase experience, allows us to balance project budgets and schedule demands with the ever increasing environmental and political constraints.

In addition, Water Works Engineers has completed water distribution computer models for large cities and 50 connection developments. These models have supported regional water supply planning efforts and simple utility connections. Our engineers have utilized multiple water and wastewater hydraulic modeling platforms (Sewer/WaterCAD, Water/SewerGEMS, InfoWater/Sewer, H2ONet, InfoWorks ICM, AFT Fathom, etc.) to complete extended period simulation computer models to analyze and identify current and future pipeline capacity upgrades, as well as develop mitigation for water quality concerns. Our planning and design efforts often facilitated the extension of utility service to communities previously not served; extended the life of existing infrastructure through rehabilitation/repair; or provided new facilities to replace aging infrastructure.

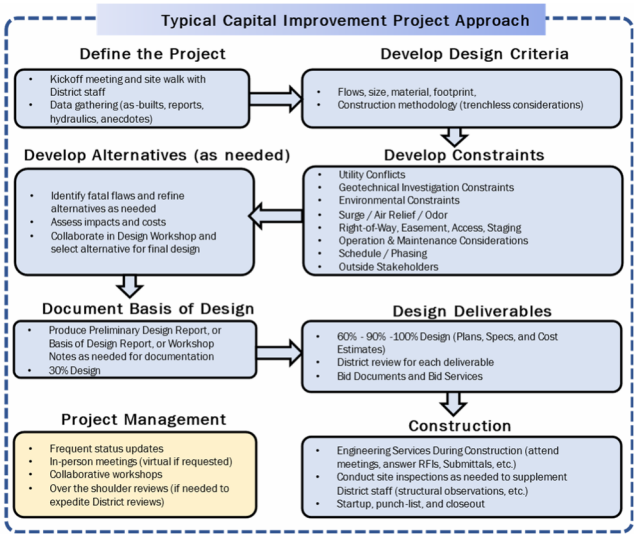
Project Planning and Capital Improvement Projects

Planning phase starts with understanding of the existing structure. Water Works will meet with the City staff to understand the ultimate goals for improving existing infrastructure. Water Works can efficiently create preliminary studies, maps, and calculations to support the City's upcoming

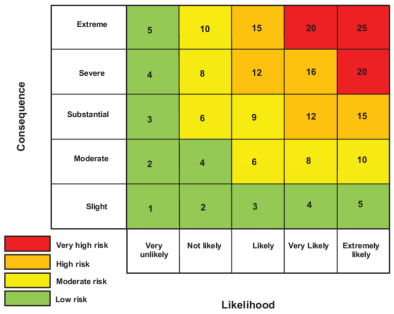


needs. With our full depth and breath of understanding of water and wastewater subject matter we can address nay needs and goals the City may have.

Our successful implementation of Capital Improvement Projects (CIPs) is also informed by understanding the work that went into developing the projects. We have developed and updated master plans, ran condition assessments, reviewed CCTV, and developed asset management programs. We have also developed numerous collection system and distribution system hydraulic models and master plans.



Our understanding of the entire procurement process allows us to ensure that we properly understand how to optimize and apply each CIP with the right input from capital, planning, and Operations and Maintenance (O&M) staff. Our approach is always tailored to fit the nuances of the project but is centered upon active communication and collaboration with the City. We do not silo our engineering process, and it is important for us that the City is engaged as decision makers and the individuals who understand their system the best. A typical Water Works approach to a Capital Improvement Project is displayed in the following figure.



Groundwater Treatment

Water Works Engineers' highly skilled and qualified professionals have been involved in over 200 groundwater contaminant treatment projects. Since the beginning of the firm, groundwater treatment has been one of our core competencies. Our staff have conceptualized, designed, and overseen construction, start-up, and operational optimization for dozens of cost-effective groundwater treatment facilities across the West. We understand the complexities of groundwater treatment for both organic and inorganic contaminants as well as the implications of various treatment approaches on waste disposal, general water quality, corrosion control, and disinfection byproduct formation in distribution systems. Our considerable knowledge and

experience in the study and treatment of challenging groundwater supplies with complex water quality issues has allowed us to pride ourselves on our ability to design and implement cost effective treatment systems that treat/remove multiple co-occurring groundwater contaminants while minimizing maintenance costs and operational "headaches".

Surface Water Treatment

We have engineered water systems for surface water systems throughout the western United States, including New Mexico, Arizona, and California. We have a wide array of experience when it comes to the following challenges associated with surface water treatment:

- Department of Public Health permitting assistance
- Treatment of eutrophic sources with prolific algal blooms and associated challenges
- Treatment of high turbidity sources impacted by colloidal clays.
- Chemical pretreatment selection and optimization
- Filtration performance assessment and optimization
- Disinfection byproduct formation minimization
- Taste and Odor Control
- UV Disinfection
- Recycling of residuals dewatering water

Our team pulls from experiences on these projects to develop the most effective treatment process for your systems.

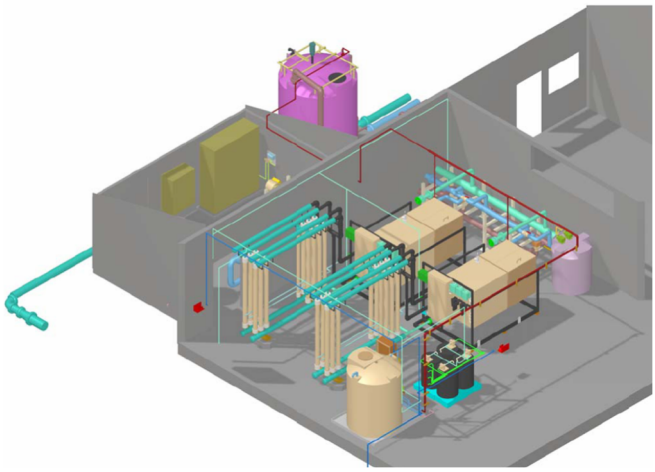
Water and Wastewater Treatment Process Design

Water Works Engineers has designed several water and wastewater treatment plants that are successfully operating. We are experienced and adept in all facets of water and wastewater treatment process design, including:

- Identification of the most appropriate and cost-effective treatment process for the client's needs
- Selection of treatment processes, technologies, and equipment
- Process BioWin modeling and calibration
- Optimal sizing of the treatment system's components
- Specification, layout and optimization of the equipment, piping, valving, and instrumentation
- Coordination of mechanical design with process & instrumentation diagrams and electrical requirements
- Development of treatment process control narratives, control loop descriptions and operating guidelines

Water Works selects and designs treatment processes that reliably meet or exceed treatment goals and are easily operated by treatment plant staff while minimizing capital and O&M costs.

3-Dimensional CADD Modeling, Revit, and BIM 360



We have capabilities to perform detailed design using 3-dimensional CADD tool and combine those with Revit/BIM 4D building information modeling application capable with tools to plan and track various stages in the building's lifecycle, from concept to construction and later maintenance and/or demolition. This is our standard practice and leads to better coordination, integrated cross-checking, and clearer contract documents. The 3-dimensional CADD Model also functions as an invaluable communications tool, allowing better and more thorough visualization of the finished product at every stage of design, bidding, and construction. Production of 3-dimensional PDF files allow project team members anywhere in the `world to view the CADD model and review a 3-dimensional image of the facility during any stage of the design process.

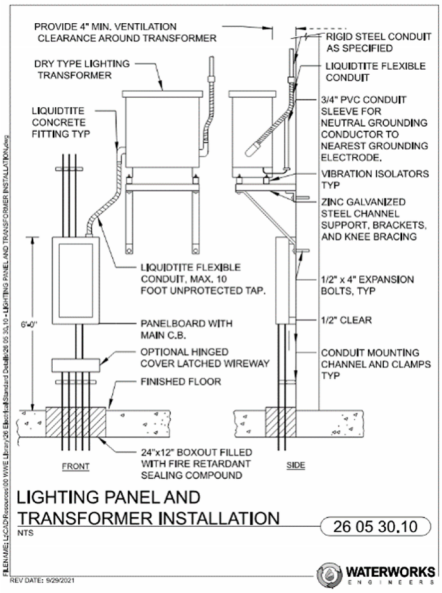
The 3-dimensional CADD models provide a clear understanding of facility geometry, access and clearance issues, and overall system functionality, help bidding contractors quickly understand the project, expedite the bidding process, and help on site construction and inspection personnel quickly familiarize themselves with the facility.

Site development

Whether we are designing a well booster station, sewer lift station, or a treatment plant component, our civil designers and engineers work closely with our other disciplines in developing the site layout and component configurations. This includes drainage and grading, utilities, electrical buildings, retaining walls, parking lot, access roads and bending radius of utility trucks, fences and gates, security measures, fuel and chemical storage, odor control, onsite generator, as well all other components required for robust O&M procedures.

Structural Design

Our structural engineering group has supported many water and wastewater utilities through engineering on-call contracts. Our projects have ranged widely from small rehabilitation projects and inspections to large facility design. We have completed tasks related to the design of new facilities, reinforced concrete, precast concrete, concrete rehabilitation, rebar design, steel and aluminum framing, masonry wall design, structural analyses, retaining walls, buildings, condition assessments, construction administration and inspection, and special structural inspections.



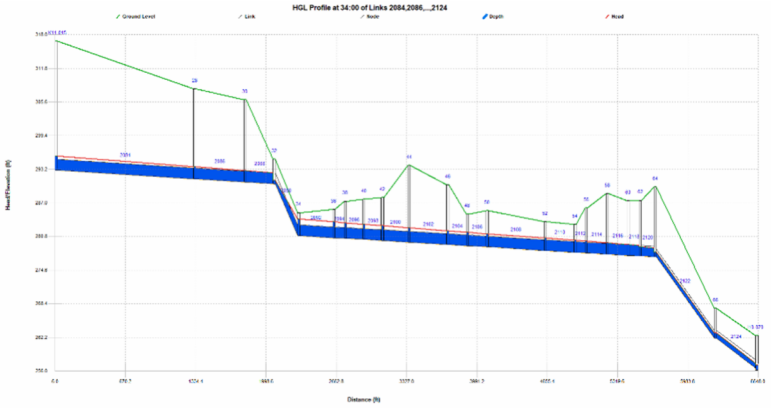
Electrical, Control, and SCADA

Water Works Engineers provides Electrical, Instrumentation & Control (I&C), as well as Supervisory Control and Data Acquisition (SCADA) services for all projects we are involved with. We have an extensive library of standard details and specifications that we can quickly use to supplement the City's standard in any project. In addition, we can team up with any trusted subconsultants, that may have better local knowledge, if recommended by the City.

Infrastructure Computer Network Analysis

Water Works has an extensive familiarity with the industry standard water and wastewater computer modeling software packages, including but not limited to InfoSewer, InfoWater, and InfoWorks ICM. For instance, the City's sewer hydraulic model in Innovyze InfoSewer has been discontinued by Innovyze and its parent company AutoDesk and every agency or consultant with an existing license is unable to renew whenever their individual licenses expire in 2024.

It is anticipated that Innovyze will push for the City to upgrade at significant subscription-based cost to the non-ArcGIS Innovyze InfoWorks ICM (assuming the City owns and operates its existing sewer hydraulic model). This is a very robust software with integrated storm 2D surface modeling features that is not needed by most users. InfoWorks ICM is a standalone program and does not have any connectivity to ArcGIS databases. It is our opinion that there is a significant benefit to maintaining a sewer hydraulic model within



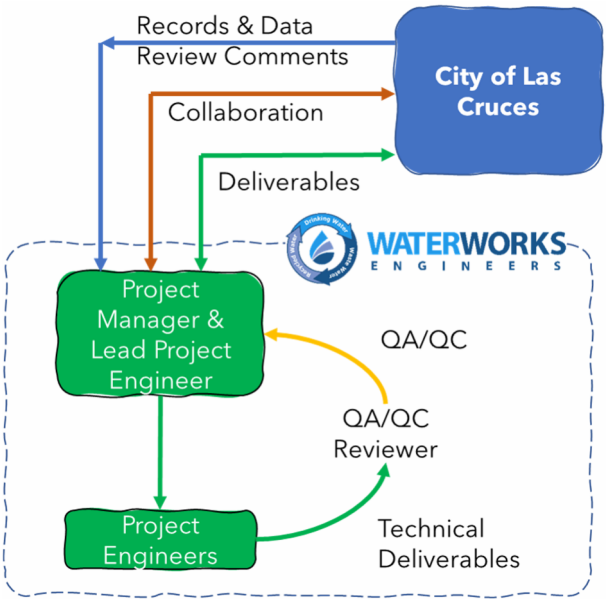
an ArcGIS environment and Water Works could do so with Aquanuity AquaTwin Sewer, which is a streamlined and lower cost alternative to InfoWorks ICM.

Currently there is tremendous pressure on current InfoSewer license holders to the get their sewer models imported into a new software as soon as possible and there is very limited information and upgrades processes to do so. Water Works is assisting several clients with this exact transition and has developed an approach and procedures to import and validate existing sewer models, be it Innovyze InfoWorks ICM or Aquanuity AquaTwin Sewer. We look forward to discussing this with you and developing the right tactic for the City, whether the City is interested in purchasing the select software and maintaining the model in house, or tasking that to an experienced Consultant like Water Works.

Mechanical Design

Water Works Engineers provides detailed analysis and design for a wide range of mechanical, pluming, and HVAC systems. We use hydraulic analysis tools that we have developed to create mechanical systems that perform well. From pump stations that can accommodate a range of changing hydraulic conditions utilizing a wide range of pump technologies to mixing systems that provide complete mixing of tanks to chemical feed systems that are reliable and safe to air distribution systems that function over a wide range of temperatures and air flows, Water Works Engineers designs mechanical systems that work well, are durable, and easy to operate and maintain.

Alternative Project Delivery



Water Works Engineers has extensive experience in alternative project delivery, which is now 20% of our business. While these delivery systems (design-build, CM at risk, job order contracting, etc.) are becoming far more common in the delivery of water and wastewater conveyance and treatment projects, the breadth of our experience successfully delivering these projects sets us apart. We have successfully executed projects ranging from $0.5M to over $400M in project value using alternative project delivery methods.

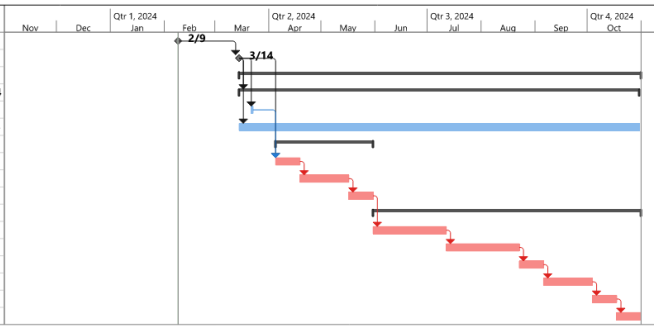
Project Management, QA/QC, and Schedule

At Water Works, we believe and insist that our Project Managers (PM) have an in-depth involvement and contribute towards the technical execution of projects they manage. They are not only aware and responsible for project management tasks and functions but *are involved and integrated into the*

design decision making process at all levels with all disciplines. This significantly differentiates us from other firms. Continuous Quality Control and Technical Review are key tools in Water Work's project management philosophy. Quality, budget, and schedule performance are all optimized when technical issues are identified and resolved as early as possible in the project delivery process. A cornerstone of our Quality Control philosophy, and our work philosophy in general at Water Works is that senior staff are integrally involved with the development of all deliverables, and that junior level staff are not left to produce a majority of the work without hands-on involvement and mentoring from our highly experienced staff. Junior level staff perform tasks that are appropriate for their level of experience which helps improve the cost efficiency of our work, but are not thrown in "over their heads", which is a common root cause of projects that go "off the tracks".

All technical work products are reviewed with the Quality Assurance/Quality Control (QA/QC) Reviewer in an internal workshop setting prior to finalizing Project Deliverables. The QA/QC Reviewer for this project will be involved on a daily basis, to "check in" on the work and ensure that key client concerns and over-arching project requirements are addressed throughout the project execution. At each deliverable Water Works will provide a statement certifying that the deliverables were reviewed through our QA/QC program prior to submittal. Water Works will also provide background documentation, calculations, model files, etc. A quality work deliverable is one that meets our contractual requirements with the City and is prepared in accordance with accepted standards of professional practice. It is the responsibility of Water Works to plan and execute work so that quality deliverables are produced to meet those requirements.

ID	Task Mode	Task Name	Duration	Start	Finish
1		Task Order Submittal	0 days	Fri 2/9/24	Fri 2/9/24
2		Notice to Proceed	0 days	Thu 3/14/24	Thu 3/14/24
3		**Project Title**	**165 days**	**Fri 3/15/24**	**Thu 10/31/24**
4		**Task 1 - Project Management**	**164 days**	**Fri 3/15/24**	**Wed 10/30/24**
5		Kickoff meeting	1 day	Fri 3/22/24	Fri 3/22/24
6		PM related tasks	164 days	Fri 3/15/24	Wed 10/30/24
7		**Task 2 - Preliminary Design Services**	**40 days**	**Fri 4/5/24**	**Thu 5/30/24**
8		Background review and site recon	10 days	Fri 4/5/24	Thu 4/18/24
9		Conceptual package	20 days	Fri 4/19/24	Thu 5/16/24
10		Review Period	10 days	Fri 5/17/24	Thu 5/30/24
11		**Task 3 - Final Design Services**	**110 days**	**Fri 5/31/24**	**Thu 10/31/24**
12		Survey services	30 days	Fri 5/31/24	Thu 7/11/24
13		80% Deliverable	30 days	Fri 7/12/24	Thu 8/22/24
14		Review period	10 days	Fri 8/23/24	Thu 9/5/24
15		100% Deliverable	20 days	Fri 9/6/24	Thu 10/3/24
16		Review period	10 days	Fri 10/4/24	Thu 10/17/24
17		Construction documents	10 days	Fri 10/18/24	Thu 10/31/24



Our project managers will work with the City's project managers to develop specific project schedules during initial phases of each project. These projects will be created using the Critical Path Method (CPM) and will be frequently updated and submitted at each project milestone. In addition, we will include review periods, typically 2 weeks, at each deliverable, followed by a review workshop opportunity, where we sit down with the City's staff and operators to hear their feedback on the overall progress. An example of our project schedule is shown below.

Construction Support

Water Works has extensive experience in construction inspection, contract administration, office services during construction (review of Contractor submittals, Requests for Information, Requests for Change, etc.), final inspection and punch-list, and record drawing production. We offer these services either in a traditional Design, Bid, Build environment, or in conjunction with alternative delivery methods. Our experience in collaborating with contractors, operations and maintenance staff, and owners helps us manage construction documents and correspondence in an effective

way, while providing professional review and recommendations when reviewing material and installation submittals.

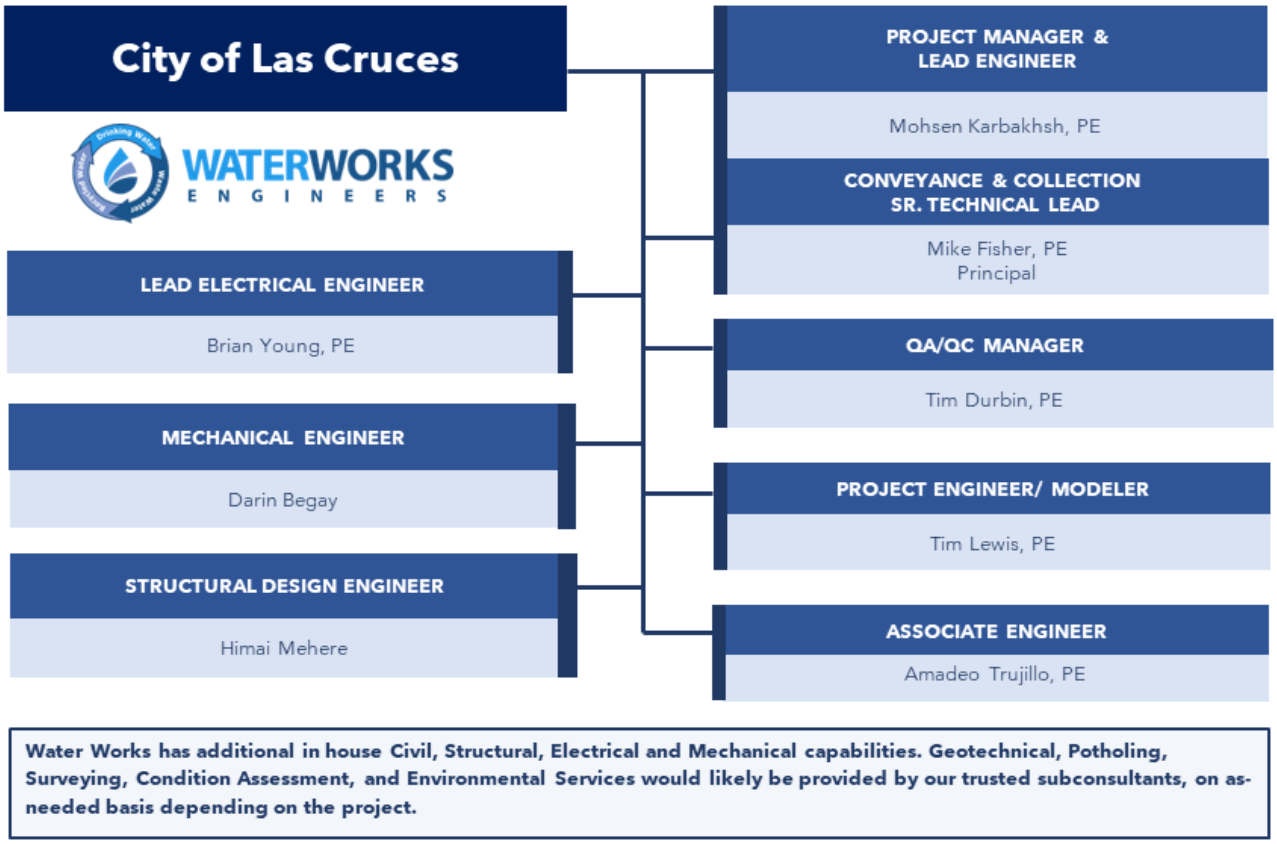
Other Tasks

Water Works will perform the majority of the required task by the City in house, however, there are a few tasks that are outside of our specialties, including but not limited to traffic studies, transportation, photometrics/lightning, environmental studies, solids waste management, as well as geotechnical assessments. In order for us to provide our established high-quality services, it is important for us to stay focused on our specialized technical services. This means we need to rely on subconsultants to provide us necessary support in other areas, upon approval of the City.

Evaluation Criteria No. 2 – Qualifications/Competence

Key Personnel

The core of the project team, and most critical to any project's success, is the Project Manager. In this instance, Mohsen Karbakhsh, P.E. will serve as Project Manager and Lead Project Engineer. Tim Lewis, P.E. will serve as Project Engineer and Amadeo Trujillo, P.E., as our Associate Engineer. Our team will be supported by Mike Fisher, P.E as Sr. Technical Lead for collection and conveyance systems (and Principal-in-Charge). Brian Young, P.E., will be our Sr. Electrical and Control lead. Himai Mehre will be our structural lead, and Darin Begay will be our Mechanical Engineer. Tim Durbin, P.E., will serve as our QA/QC manager as needed. The core design team at Water Works is shown in the organizational chart below.



Mohsen Karbakhsh, Ph.D., PE
Lead Project Engineer/Project Manager
NM PE – 27062 Civil
CA PE – 91008 Civil
PACP/MACP/LACP
mohsenk@wwengineers.com
(505) 932-8480

Availability: 75%
Areas of Competence
Water and Wastewater Treatment
Distribution and Collection System Modeling
Groundwater treatment and distribution

Mohsen is a civil/environmental professional engineer who lives and works locally in our Albuquerque office. Mohsen has over 9 years of experience, as well as 3 years of research experience at the New Mexico State University, where he worked on pilot scale algal bioreactors at the Jacob Hands WWTP. Mohsen's experience ranges from developing O&M manuals for existing treatment facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS , condition assessment, funding, planning, design, bid, and construction of various water/wastewater treatment and infrastructure systems.

Mohsen will be the single point of contact for Water Works. The City of Las Cruces will see a familiar face who will carry the project and maintain continuous institutional knowledge. He will be committed from start to finish, working closely with City of Las Cruces, our New Mexico staff, subconsultants, and regulatory agencies, and will ensure all parties are updated accordingly. Not only will Mohsen be providing project leadership and direction, he also will be responsible for technical execution of much of the work. He will be assigning the right mix of individuals with specific experience for each type of project.

Mike Fisher, P.E.
Principal In Charge/Manager of the Firm
CA PE – 67194 Civil
UT PE – 11698124-2202 Civil
mikef@wwengineers.com
(916) 227-9027

Availability: 50%
Areas of Competence
Senior Technical Lead in Distribution and Collection System

Mike is a managing partner of Water Works Engineers with 27 years' experience and leads our Linear Infrastructure Design Group. He is proficient in hydraulic modeling; GIS; existing infrastructure condition/capacity assessment; preparation of plans and specifications; cost estimation; right-of-way assessment; and permitting assistance. Mike's experience in hydraulic analysis ranges from small 10-mile gravity only systems, to over 5,000-mile pressure and gravity systems splitting flow between multiple treatment plants that are cross-connected for redundancy. His "hands-on" approach to design, attention to detail, and exceptional communication skills are what make his projects successful.

Brian Young, P.E.
Lead Electrical Engineer
AZ PE – 52847
CA PE – E20743
UT PE – 8841511-2202
briany@wwengineers.com
(480) 719-1308

Availability: 50%
Areas of Competence
Senior Technical Lead
Electrical Design
Instrumentation and Controls
SCADA
Electrical Life and Safety Systems

Brian has 34 years of experience and has acquired in comprehensive understanding of all facets of water and wastewater treatment facilities and distribution electrical and control systems. His

experience includes the design of electrical systems for municipal facilities, industrial facilities, and primary electric transmission, booster and lift stations, wells, odor control stations, SCADA, and distribution lines. He has provided technical leadership, quality assurance, design, and analysis of electrical distribution and generation systems including multiple services and generators.

Darin Begay
Mechanical Engineer
darinb@wwengineers.com
(480) 719-2341

Availability: 50%
Areas of Competence
Master Planning and Hydraulic Modeling
System Modeling (InfoWater & InfoSewer)
Booster Stations and Groundwater

Darin has 16 years of experience providing mechanical engineering in support of pumping systems, mechanical piping, HVAC, and plumbing design projects for clients throughout Arizona – including a variety of large and small-scale wastewater facilities. His specialty is hydraulic systems and the conveyance of all water types – this includes the design of gravity and pressurized pipelines, pumping stations, hydraulic and surge analysis, and pump selection.

Himai Mehere
Structural Design Engineer
himaih@wwengineers.com
(480) 465-7464

Availability: 50%
Areas of Competence
Structural Design

Himai over 7 years of experience in structural design engineering with projects in residential, mixed-use, and commercial building sector. Proficient in steel, concrete, timber, masonry, and light-gage steel design. Detail oriented, team player with proven ability to deliver fast paced projects from planning, design, permitting to construction phase.

Tim Durbin, P.E.
Quality Assurance Manager
CA PE – 75456 – Civil
timd@wwengineers.com
(916) 460-8636

Availability: As needed
Areas of Competence
Quality Assurance/Quality Control

Tim is a civil/environmental engineer with 20 years of experience in the field of water and wastewater treatment and pumping systems. He started his career doing advanced research in wastewater chemistry, with a focus on strategies to minimize the formation of disinfection by-products. He has since applied his knowledge of chemistry and treatment processes to the design of water and wastewater treatment facilities. Mr. Durbin has worked on projects in California and other Western states related to treatment facility design, pumping of water and wastewater, chlorination, energy recovery, and chemical storage and feed system design. He currently serves as Quality Assurance Manager, where he oversees QA/QC procedures and technical reviews for projects across the firm.

Tim Lewis, P.E.
Project Engineer
CA PE – 88367 Civil
NM PE – pending number
timl@wwengineers.com
(619) 833-6955

Availability: 50%
Areas of Competence
Master Planning and Hydraulic Modeling
System Modeling (InfoWater & InfoSewer)
Distribution and Collection System

Tim is a lead project engineer and project manager with over 9 years of experience in water, wastewater, and recycled water infrastructure projects. He is the lead project engineer for the California Collection and Conveyance Infrastructure Design Group and manages the San Diego Office. He has considerable experience in design work, route studies, and assessments for repair-replacement-or-rehabilitation projects for collection, conveyance, and recycled water systems. He has specialized in hydraulic modeling and in complex hydraulic design applications such as siphons, inverted sewer siphons, and energy dissipation outlet structures. Mr. Lewis also has experience with planning and O&M projects, project permitting, construction management, and has worked extensively within graphical information systems (GIS), AutoCAD Civil 3D, and various hydraulic modeling software programs such as Fathom, InfoSewer, InfoWater, & InfoWorks ICM.

Amadeo Trujillo, P.E.
Associate Engineer
NM PE – 28516 Civil
amadeot@wwengineers.com
(505) 659-3559

Availability: 75%
Areas of Competence
Water and Wastewater Treatment
Groundwater Well and Booster
Construction Observation

Amadeo has 5 years of experience in planning, design and construction administration of water and wastewater systems in New Mexico, since graduating from NMSU with his bachelor's degree. He has recently joined the Water Works Team and works locally in our Albuquerque office.

Principal of the Firm

Name	**Mike Fisher, P.E.** mikef@wwengineers.com • (916) 277-9027
Address	2260 Douglas Blvd., Suite 105, Roseville, CA 95661
Professional Registration	CA PE (Civil) 67194

Subconsultants

Water Works Engineers has a network of trusted subconsultants in New Mexico that can quickly team up with to meet specific needs of any project, if approved by the City.

Office Location and Performance of Work

Water Works' New Mexico office, located at **8650 Alameda Blvd NE, Suite 103E, Albuquerque, NM 87122,** will handle **90%** of the work performed from this contract. Our firm's corporate office, located at **7500 North Dobson Road, Suite 200, Scottsdale, Arizona 85256**, will perform the remaining **10%** as needed, particularly in structural and electrical engineering services.

New Mexico Project Manager

Name	**Mohsen Karbakhsh, Ph.D., P.E.** mohsenk@wwengineers.com • (505) 932-8480
Address	8650 Alameda Blvd NE, Suite 103E, Albuquerque, NM 87122
NM Registration	NM PE (Civil) – 27062

ABCWUA Corrales Well 2 & 3 Arsenic Water Treatment Plant Preliminary Design Assessment

Albuquerque, NM

Project Type
Groundwater Treatment

Project Timeframe
Preliminary Design:
May 2011 – November 2012

Project Cost
Preliminary Design Fee: $110k
Construction Cost: n/a

Team Members
Sami Kader, Project Engineer

Project References
David Price, ABCWUA (505)768-3670
Victoria Dery, ABCWUA (505)873-7040
Scott Salvas, ABCWUA (505)239-2344

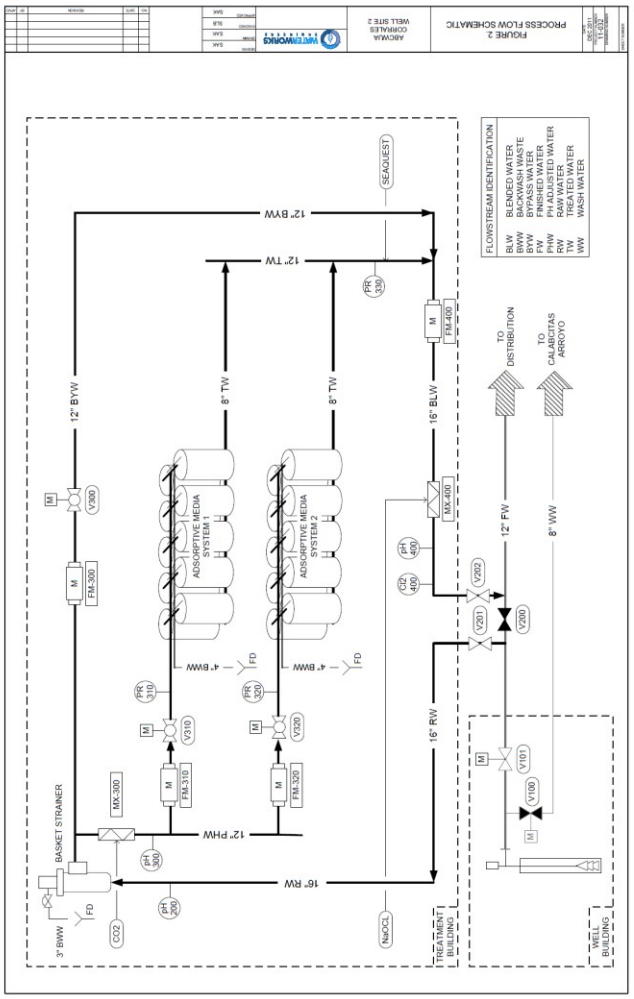
The Albuquerque Bernalillo County Water Utility Authority (ABCWUA) owns and operates Well 2 & 3, both of which have arsenic in exceedance of the regulatory limit of 10 µg/L. Corrales Well 2 (3000-gpm) currently has no treatment system, while Corrales Well 3 (2000-gpm) has a treatment system which is in need of upgrade. Three project alternatives were examined:

Alternative 1: Use Corrales Well 2 source water and relocate the treatment system at Corrales Well 3 to Well 2

Alternative 2: Use Corrales Well 3 source water and upgrade the treatment system at Corrales Well 3 in-place.

Alternative 3: Use the source water from Corrales Well 2 and pump it to Corrales Well 3, upgrade the treatment system at Corrales Well 3, and treat the Corrales Well 2 source water with the upgraded Corrales Well 3 treatment system at Corrales Well 3.

Water Works Engineers provided preliminary design analysis for all three alternatives, including facility assessments, process design, mechanical layouts, facility planning, site planning, pipeline route study, preliminary surge analysis, preliminary environmental and planning assessments, etc. Based on capital and net present worth cost estimates of operation and maintenance, as well as non-costs assessments of the alternatives, Alternative 3 was recommended.



City of Surprise Special Planning Areas (SPAs) 1-5 Master Planning

Project Reference
Michael Boule 16000 N. Civic Center Plaza
Surprise, AZ 85374, 623-222-7040

Project Type
Wastewater/ Water Planning, Design, and Construction Administration

Project Timeframe
June 2020- March 2021

Project Cost
$86K

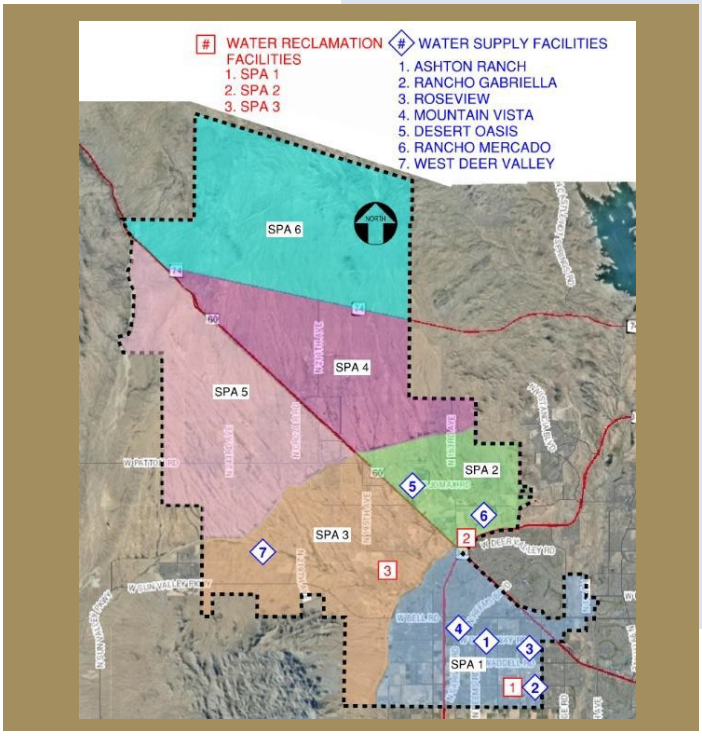
Team Members
John Matta, Principal/Project Manager
Abel Ramarui, Project Engineer

The City of Surprise (City) is a growing community with population expected to reach 400,000 by 2030 within the planning area shown below. To prepare for this, the City has been updating Integrated Water Master Plans with Water Resources and Water Infrastructure components. The City planned its water systems that extends over 299 square miles into six special planning areas (SPAs) - SPA 1 through SPA 6.

WaterWorks has been assisting Surprise for the past 10 years and was selected to review the original masterplan and optimize it, coordinate with private developers to incorporate their needs into the plan and assist in developing adaptive and flexible plans to maximize the synergy between the City budget and the developers impact fees. WaterWorks' involvement in each SPA included the following:

Water Systems: WaterWorks assisted the City in coordinating the needs of over 10 developers and the City's previous commitments at SPAs 2, 3, 4, 5 and 6. WaterWorks reviewed the masterplans developed and devised a plan that updates the water demands and consolidated water facilities (wells, storage, treatment, and pumping systems) to reduce costs and provide better financial planning for future facilities. WaterWorks also updated the pressure zone limits and transmission line connections to enhance system redundancies.

Based on the revised plan, WaterWorks designed additional wells and water facilities (storage, treatment, pumping) to accommodate the increased planned developments in the City of Surprise.



Wastewater and Reclaimed Water Systems: WaterWorks devised an expansion plan for the 14 mgd SPA 1 reclamation plant and is in the process of designing a system that augments the treatment capacity of the newer structures and abandons old facilities while increasing the treatment capacity to 16 mgd. For SPA 2 and 3 WRFs, WaterWorks completed a condition assessment report and developed recommendations for upgrades before the City takes over the plant from the private developer. This plan included the design of recharge basins.

City of Folsom, On-Call Projects

Project Reference
Vaughn Fleischbein, 50 Natoma Street
Folsom California, 95630, (916) 461-6165

Citywide Water and Wastewater Infrastructure Rehab / Replacement

Project Type: Pipeline Replacement (ongoing)

Timeframe: 2009-Ongoing
Eng. Fee: >$800K (total)

Water Works Engineers provided and continues to provide preliminary engineering, design, and construction administration services for the City's ongoing proactive water distribution and wastewater collection system pipeline rehabilitation and replacement program (most recent project completed in 2022). The work has also included including manholes, cleanouts, sewer laterals, water services and meters, back-flow preventers, fire hydrants, and water quality sampling stations. The work also included retrofits to existing sewer lift stations.

Folsom Plan Area Engineering Services

Project Type: Pipeline, Pump Station, Lift Station, Modeling
Timeframe: 2016-2017
Eng. Fee: > $500K

Water Works Engineers provided design and engineering services for a sewer lift station and forcemain, water booster pump station, and hydraulic modeling for the upstream collection system. The sewer lift station incorporates a self-cleaning trench style wetwell design, and the water booster pump station includes custom architectural features due to its proximity to HWY 50 and high visibility.

Sewer Collection System Hydraulic Model

Project Type: Hydraulic Modeling & Master Plan
Timeframe: 2016-2018
Eng. Fee: $250K

Water Works Engineers completed a comprehensive update to the City's sewer collection system GIS, including updates based on recent capital improvement projects and systematic data quality control procedures. Water Works then ran and calibrated the hydraulic model, identified system capacity deficiencies, and developed a capital improvement program to address the deficiencies for current conditions and future growth.

Water Meter Database and User Interface

Project Type: O&M
Timeframe: 2016-2017
Eng. Fee: $250K

Water Works Engineers assisted with implementation of the City Water Meter Replacement Program, including development of a customized meter read database to locally host the City's data. WWE is "on-call" to implement additional custom improvements requested by Staff as needed.

Folsom Blvd. Sewer Trunk Relief Line

Project Type: Sewer Trunk
Timeframe: 2019-Ongoing
Eng. Fee: $300K

Water Works Engineers is providing design and construction administration services for 5,000-LF of parallel relief pipeline for the Folsom Blvd. 27" trunkline, which conveys over 1/3rd of the City's daily wastewater flows.

Drinking Water
Waste Water
Recycled Water
WATERWORKS
ENGINEERS

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Water Works Engineers, LLC (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WATER WORKS ENGINEERS, LLC	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "M"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this_____day of _____ ,2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Wilson & Company, Inc., Engineers & Architects, of 414 N. Main St, Ste A, Las Cruces, NM, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Wilson & Company, Inc., Engineers & Architects 414 N. Main St, Ste A Las Cruces, NM 88001 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC., ENGINEER & ARCHITECTS	CITY OF LAS CRUCES
BY: _____	BY: _____
Name: Title:	Alicia Hernandez Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm _____

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 298.00
2	Project Engineer/Project Manager	$ 222.50
3	Senior Engineer	$ 256.00
4	Design Engineer	$ 164.00
5	Engineer Intern	$ 124.00
6	Engineering Technician	$ 134.50
7	Drafting Technician	$ 134.50
8	Survey Crew**	$ 245.00
9	Construction Inspector/Observer	$ 149.00
10	Administrative/Clerical	$ 73.50
11	Field Testing and Investigations	$ 149.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.13
16	Color Copies (per copy)	$ 0.57
17	Prints 24x36 (per sheet)	$ 1.98 (b/w)
18	Mylars 24x36 (per sheet)	$ 10.75 (b/w)
19	Photo Quality Plots (per plot)	$ 5.20 (color)
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Wilson & Company Rate Schedule for 2024

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	98.50	148.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	113.50	170.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	128.00	192.00
A4	ARCHITECT/(LICENSED)	143.00	214.00
A5	ARCHITECT (LICENSED)	176.50	176.50
A6	ARCHITECT (LICENSED)	210.00	210.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	65.00	97.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	69.50	104.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	73.50	110.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	104.00	104.00
FC1	CONSTRUCTION OBSERVER	67.00	101.00
FC2	CONSTRUCTION OBSERVER	92.50	138.50
FC3	CONSTRUCTION OBSERVER	101.00	151.00
FC4	CONSTRUCTION OBSERVER	119.50	179.50
FC5	CONSTRUCTION OBSERVER	149.00	149.00
FC6	CONSTRUCTION OBSERVER	172.00	172.00
FC7	CONSTRUCTION OBSERVER	241.50	241.50
FS1	CHAINMAN	63.00	94.50
FS2	RODMAN	69.50	104.00
FS3	INSTRUMENTMAN	80.00	119.50
FS4	PARTY CHIEF	107.00	160.50
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	138.50	138.50
FS6	DEPARTMENT HEAD	187.00	187.00
FS7	SR DEPARTMENT MANAGER	237.50	237.50
IA1	INTERN	61.00	91.50
IA2	COLLEGE STUDENT	71.50	107.00
IA3	GRAD STUDENT/COLLEGE GRAD	77.50	116.50
IA4	GRAD STUDENT/COLLEGE GRAD	80.00	119.50
OD1	APPRENTICE DRAFTER	82.00	123.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	90.50	135.50
OD3	DRAFTER, DETAILER	98.50	148.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	113.50	170.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	134.50	134.50
OD6	CHIEF DRAFTER	153.50	153.50
OF6	ASSOCIATE VICE PRESIDENT	266.00	266.00
OF7	VICE PRESIDENT	298.00	298.00
OF8	SR VICE PRESIDENT	352.00	352.00
OP1	APPRENTICE STEREO OPERATOR	82.00	123.00
OP2	STEREO OPERATOR	90.50	135.50
OP3	STEREO OPERATOR	98.50	148.00
OP4	SR STEREO OPER, SQUAD LEADER	113.50	170.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	140.50	211.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	197.50	197.50
OP7	CHIEF PHOTOGRAM	229.00	229.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	113.50	170.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	124.00	186.00
P3	STAFF DETAIL DESIGNER (UNLIC)	132.50	198.50
P4	STAFF DETAIL DESIGNER (LICENSED)	164.00	245.50
P5	PROJECT DESIGNER (LICENSED)	222.50	222.50
P6	PROJECT DESIGNER (LICENSED)	256.00	256.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	298.00	298.00
PD1	DETAIL DESIGNER (UNLICENSED)	101.00	151.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	122.00	182.50
PD3	SENIOR DESIGNER II	134.50	201.50
PD4	SENIOR DESIGNER III	153.50	230.00

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
PD5	SENIOR DESIGNER	172.00	258.50
RP1	RAILROAD PROFESSIONAL	155.50	233.00
RP2	RAILROAD PROFESSIONAL	166.00	249.00
RP3	RAILROAD PROFESSIONAL	180.50	271.00
RP4	RAILROAD PROFESSIONAL SENIOR	195.50	195.50
RP5	RAILROAD PROFESSIONAL MANAGER	210.00	210.00
RP6	SENIOR RAILROAD SPECIALIST	241.50	241.50
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	67.00	101.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	98.50	148.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	128.00	192.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	164.00	245.50
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	180.50	180.50
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	258.50	258.50
SP7	SR AVP/VP/OPS MGR	262.50	262.50
PL1	PLANNER	82.00	123.00
PL2	PLANNER	101.00	151.00
PL3	PLANNER	124.00	186.00
PL4	PROJECT PLANNER	138.50	208.00
PL5	SENIOR PROJECT PLANNER	185.00	277.00
PL6	SENIOR PROJECT PLANNER	256.00	256.00

Direct Expenses Unit Pricing		
Unit/Description	**Metric**	**Billing Rate**
5100-Traffic Counter Turning	**day**	**52.00**
5110-Traffic Counter Tube	**day**	**105.00**
5120-Traffic Counter Video	**day**	**262.00**
6010-GPS Equip Daily	**day/unit**	**132.00**
6020-Nuclear Densometer	**day**	**105.00**
6030-Mapping Workstations	**hr**	**10.00**
6050-3D Laser Scanner	**day**	**630.00**
6070-Hydro Equip Daily	**day**	**132.00**
6080-Robotic Total Station	**day**	**132.00**
6090-Unmanned Aerial System (UAS)	**day**	**210.00**
7010-Project Miles	**mi**	**0.70**
7020-Survey Miles	**mi**	**0.70**
7030 ATV Use	**day**	**100.00**
7070-Use of Emp Veh	**mi**	**0.80**
9140-Excavator (Daily)	**day**	**263.00**
9145-Excavator (Weekly)	**wk**	**788.00**

RFP 23-24-051 **Technical Proposal**

GENERAL ENGINEERING SERVICES

PRESENTED TO

CITY OF LAS CRUCES

WILSON & COMPANY
HIGHER RELATIONSHIPS

Contents

Firm commitment 1

Organizational structure 1

Criteria 1 1

Technical approach 1

Criteria 2 7

Qualifications/competence 7

Criteria 3 13

Performance of the firm 13

Required forms

RFP Compliance Declaration

New Mexico Resident Business Certificate

Las Cruces Business Certificate

February 27, 2024

City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

WILSON & COMPANY
HIGHER RELATIONSHIPS

414 N. Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 (phone)
575 527 9258 (fax)
wilsonco.com

With over 700 staff nationwide, we have the resources to meet challenging schedules.

Re: RFP # 23-24-051, General Engineering Services

Dear Selection Committee Members,

The City of Las Cruces (City) provides a critical service to the community by maintaining and improving its infrastructure to enhance safety and support growth. Wilson & Company, Inc., Engineers & Architects (Wilson & Company) is a multidisciplinary professional consulting firm prepared to commit the expertise of our experienced staff to assist the City with the project assignments that will be issued through this on-call services contract. Our local team and leadership is intimately familiar with the City's infrastructure, staff, policies, and procedures. We will focus on collaboration, building on our strong relationship to meet your short- and long-term goals. We will remain dedicated to delivering successful projects by:

Employing the same team that has a successful project history with the City. Our unmatched knowledge from prior City contracts like the East Mesa Recreation Complex, various roadway and drainage-related tasks, and traffic assignments under previous on-call services contracts minimizes delays and readies this team for action. Since 2014, our Las Cruces office has grown to over 30 employees and is supported by 212 employees statewide. Our strategic partner, Intertek PSI Solutions (Intertek-PSI), has local experience and is eager to provide geotechnical, construction materials testing, and groundwater sampling services as needed.

Developing, engaging, design-innovative concepts while meeting your on-call objectives. Our staff brings performance-based solutions to a growing community. Our team has assisted numerous New Mexico communities with on-call engineering services like pedestrian studies, traffic calming design, and public involvement. Our team's on-call experience reflects many years of dedicated technical know-how to address your infrastructure challenges while providing efficient solutions to optimize your budget. Our roadway and drainage engineers, surveyors, environmental scientists, and construction administration professionals have the experience to control costs and initiate early coordination efforts to prevent delays.

Offering additional services to enhance your on-call needs. Our team includes funding specialists who have experience successfully assisting municipalities, including the City, in securing grant money.

Our local office, only minutes from City Hall on Main Street, enables our team to continue fostering our partnership with the City, contributing to improving your infrastructure with our knowledge, experience, and enthusiasm for collaboration. We have provided many services to the City over the past decades and will continue to support your goals. We look forward to another partnership with the City under this contract. We hope that the information we provided has helped you to see why our team is the best fit for the on-call contract. If additional information is required, please reach out to me at 505 259 7259 or edward.cordova@wilsonco.com.

Sincerely,

Edward Cordova, PE
Senior Vice President, Principal-in-Charge

Brigitte Fuller, PE
Program Manager

Our Purpose

We bring people together to practice their craft, to create value, and to accomplish great things.

Firm commitment

Wilson & Company is committed to providing excellence in client services. Higher Relationships is the foundation of this commitment. Our focus is on continuously improving services to our clients, building relationships with community stakeholders, providing quality deliverables, and understanding our clients' needs. Our experience is important, but what matters most is your experience. That is why we focus on your specific needs to deliver professional services with Higher Relationships in mind.

Like many communities across New Mexico, the City continues to balance the needs of an ever-expanding community while maintaining its current infrastructure—aging roadways and traffic equipment, bridges and wall structures, utility systems, and drainage conveyance with limited funding sources and budget. Wilson & Company understands this challenge and has been serving the City for many years, leading us to open an office on Main Street in 2014 to increase our level of service.

Organizational structure

Wilson & Company is headquartered in Albuquerque, New Mexico, and has brought more than 700 people together in 15 offices over nine states to hone their craft with us. Our services include civil, mechanical, electrical, and structural engineering; architecture; planning; environmental; surveying; mapping; GIS specializations; drone piloting; financial analyses; program management; construction administration and observation; and a growing number of multidisciplinary specialties.

With over 200 employees in New Mexico and our local office only minutes from the City's office, we can be on your doorstep quickly to address your on-call needs.

91 years in business

81 years in New Mexico

10 years in Las Cruces

In ten years, our Las Cruces office has grown to 32 experienced staff.

Las Cruces staff	
Civil engineer (PE)	3
EIT	4
CADD technician	2
Engineering technician	1
Archaeologist	1
Environmental PM	1
Water/wastewater engineer (PE)	2
Water resource engineer	1
Structural engineer (PE)	1
Survey technician	2
Special project coordinator	1
Senior crew chief	1
Construction manager	1
Construction observer	7
Intern	4

Criteria 1

Technical approach

Program manager Brigitte Fuller, PE, will serve as the main point of contact for the City. Brigitte will work closely with the Public Works Director and design staff and be available to the City's executive team to review priorities, including technical and non-technical support. During visits, Brigitte will be available to meet with staff to discuss various topics and projects, which can be further investigated as needed. She will include additional Wilson & Company staff at these meetings so coordination with the proper team members can occur.

For every project assignment, Brigitte will prepare a detailed scope of work and fee estimate. She will work with the appropriate technical staff to verify the assignment is adequately addressed and develop a project proposal. Our team will work with the City to develop a project assignment proposal that confirms both parties understand the work involved and are aligned with the project expectations and outcomes. Project assignments will be presented to the City Council for

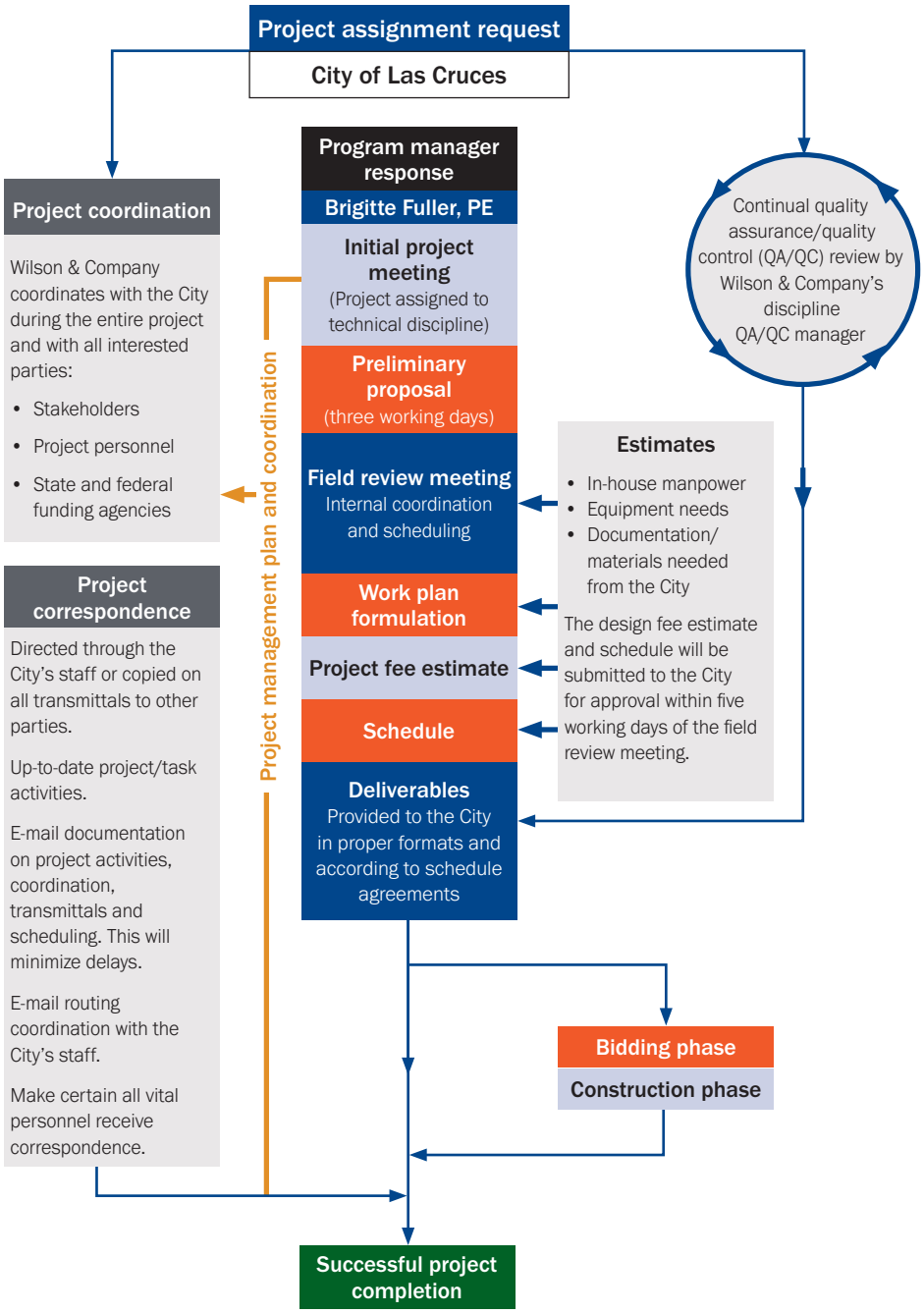
acceptance where required by the City Manager.

Upon acceptance of a project assignment proposal, Brigitte will work directly with the City to execute the assignment and move towards a Notice to Proceed (NTP).

Following acceptance of the project assignment proposal, our team will hold an initial project meeting with internal team members. The goal of the meeting is to communicate the schedule and establish critical milestones and submittal dates (field check, office check, final completion, etc.). During this meeting, our team will define the sources of available project data, which may require field survey, data collection, or geotechnical services. Our team will discuss the governing design criteria and design issues to make sure all parties are aware of the concerns that could be encountered. Brigitte will work the key task lead to develop a Project Management Plan (PMP) for the project team. The PMP is essential in our process to confirm budget and schedule requirements are met and to comply with our internal Quality Assurance Program.

A PMP will be developed for every project. The plan is Wilson & Company's project guide detailing critical project elements and communication protocols. Milestones and team responsibilities are clearly defined.

Figure 1. Wilson & Company's on-call process



Major tasks to be accomplished and a detailed statement of services to be provided under each task

Successfully performing services under an on-call contract requires a team that is invested and committed to meeting your goals. Our dedicated and consistent team offers familiarity with City staff and your processes and provides expert services to reach your objectives. We offer the following services as identified in the RFP.

Master planning: Wilson & Company has a proven track record with jurisdictions for master planning. We have assisted in the visualization, creation, design, and construction of master plans throughout the Southwest. Our experience in master planning and redevelopment projects includes Sunland Park and the Santa Teresa area, Los Alamos County, City of Santa Fe, McKinley County, and Grants-Milan. Team members are well-versed in

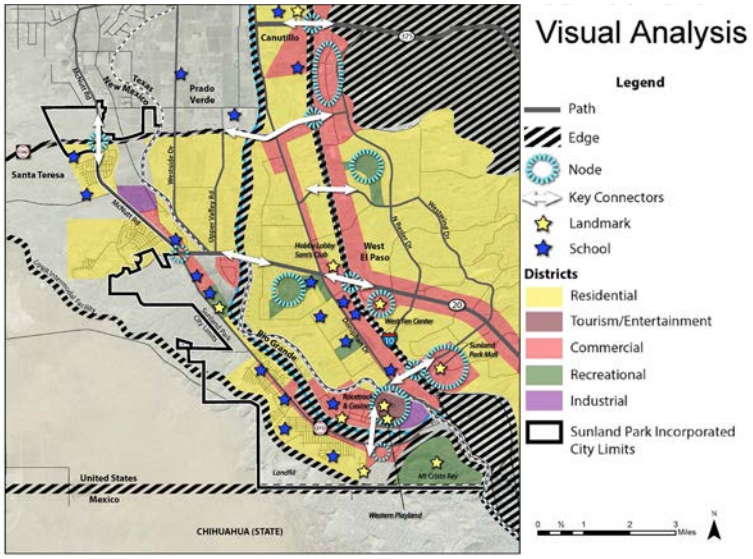
the public engagement required for planning these developments and coordinating the engagement process to gather needed input for achieving the goals and outcomes. We formulate design options for the master plans based on stakeholder feedback. Our team understands the regulatory framework required to master plan areas within local jurisdictions. Wilson & Company is currently working with the state of New Mexico and Doña Ana County to develop a land use and infrastructure masterplan for Santa Teresa.

Structural engineering services: Senior-level staff have demonstrated experience with a diverse array of structure types. We are well-versed with the current International Building Code and American Association of State Highway and Transportation Officials Load and Resistance Factor Design (AASHTO LRFD) editions. Working directly with contractors through alternative deliveries has enhanced our ability to provide cost-effective solutions to our clients. Structural engineering services include analysis and design of the following:

- Retaining walls, culverts, foundations, and buildings
- Non-typical drainage structures
- Load ratings for bridges
- Sign and traffic signal structures
- Temporary structures for construction
- Precast concrete structures
- Concrete tanks for treatment and storage

Our structural team has also provided structure evaluations for existing structures, emergency repair design, construction engineering and observation, and accelerated bridge construction. Our structural team is currently assisting Doña Ana County with a bridge over the Union Pacific Railroad in Santa Teresa.

Wilson & Company designed improvements to Three Crosses and Spitz Avenue with curb and gutter, sidewalks, American with Disabilities Act (ADA)-compliant driveways and wheel chair ramps, lighting, signing, striping, landscaping, signalized intersection upgrades and a redi-rock wall.



Wilson & Company has aided in Sunland Park's implementation efforts, including developing zoning overlay districts, assisting with successful grant applications for desired investments, and streamlining development review processes for new and redevelopment.

Roadway, transportation and parking lot design: Our team's extensive experience with rural and urban roadway designs ranges from local residential streets to major urban arterials. Our experience spans from initial alignment alternative analysis to preliminary and final design and construction administration. Critical elements considered in roadway design are horizontal and vertical alignments, drainage mitigation and improvements, lane capacity requirements and configuration, queuing analysis for turn lane need determination, signalized intersection modeling and design, lighting, temporary traffic control, permanent signing and striping, and right-of-way (ROW) requirements. **Under recent on-call contracts, Wilson & Company assisted the City with Sonoma Springs Extension and Camino Coyote roadway projects.** Our transportation services include:

- Parking lot planning and design
- Roadside safety audits
- Urban roadway and geometric design
- Sidewalk and multi-use trail planning and design
- Existing ROW determination and new
- ROW mapping

Site development: Wilson & Company has considerable experience in site development. We facilitate the site development approval process for obtaining construction permits by interacting with planning and zoning committees in numerous municipalities in New Mexico. In the review process,

we help draft optimal site development agreements and clarify the easements and covenants governing the property. Our team designed and constructed a 1,300-sf restroom building for East Mesa Recreation Complex in Phase I, and Phase II includes a sports complex design. Our site development team offers services in these areas:

- Due diligence
- Residential and commercial master planning
- Development agreement assistance
- Public infrastructure coordination
- Grading and drainage
- Utility plans
- Revised platting
- Annexation
- Public meetings

Electrical design: Wilson & Company has executed a multitude of electrical system designs to support water and wastewater projects, such as booster pump stations, lift stations, and odor control stations. The electrical design encompasses a comprehensive approach that integrates power distribution, control systems, and monitoring systems. We design the power system from the local power utility company down to lights and receptacles. We also develop backup power systems, including standby generators and automatic transfer switches, to maintain facility operation in the event of a utility service failure. We design, size, and specify key electrical equipment components, which include transformers, power panels, and motor control centers. We develop facility lighting systems and perform calculations to provide appropriate light levels. Depending on the application, Wilson & Company assesses the electrical area classification requirements using the appropriate National Fire Protection Association (NFPA) standards that are applicable to water and wastewater facilities.

Mechanical, plumbing, and heating, ventilating and air conditioning (HVAC) engineering: We design projects to meet the users' needs and provide a quality, maintainable, and built-to-last system, including energy-efficient systems that are simple to understand and operate. Our mechanical engineering team performs building condition assessments, evaluations, and energy audits for clients wanting to improve the performance of their facilities. Energy costs for HVAC, lighting, and electrical systems are significant over the life of any facility. With our design experience, LEED concept planning, and building energy modeling software knowledge, we provide the tools and guidance to building owners and make informed decisions regarding facility operations. Wilson & Company also offers building pressure testing, infrared thermography, and commissioning services tailored to suit the needs of the project. Wilson & Company has staff certified as Commissioning Process Providers; we can provide functional testing and commissioning for designated mechanical and electrical systems or commissioning for the entire building design process.

Supervisory Control and Data Acquisition (SCADA): The electrical and mechanical design teams collaborate with each other in the development and implementation of control systems to manage the operation of booster pump stations, lift stations, and odor control stations. We assist in developing and reviewing process and instrumentation diagrams (P&IDs) that incorporate the necessary meters, control valves, transmitters, and gas detectors to provide monitoring and feedback on the system. Based on the P&IDs, Wilson & Company develops an I/O list, block diagrams, and SCADA systems that are then used by third-party control system integrators who will provide the PLC panels and control programming.

Water/wastewater/natural gas: Communities depend on infrastructure to support essential services. Our experts and support staff are experienced in utility design for all dry and wet utilities, including gas, electric, cable, fiber optic, water, storm sewer, and sanitary sewer. We embrace sustainable design concepts, especially reuse and recharge, and many of our past projects incorporate recycled and environmentally friendly materials. Our team has experience in the design and construction administration of water, wastewater, reuse, and utility system improvement projects. Our experienced and dynamic professionals are committed to providing clients with quality, full-service engineering solutions, and our in-house expertise is valuable when planning full roadway reconstruction and mitigating utility conflicts or relocation.

Traffic impact studies and transportation modeling studies: Our team is fully capable of assisting the City with traffic design support. Wilson & Company has in-house hardware capabilities to perform vehicle turning

movement counts and tube counts on intersections and roadways for traffic impact analyses, safety studies, and intersection analyses. Our professionals are adept in software such as HCS, TransModeler, VISTRO, VISSIM, Synchro, and SimTraffic for intersection analysis and simulation; SIDRA and RODEL for roundabout evaluations; and PetraPro and STARnext for traffic data collection. We are invested in video-based counting equipment that enables us to collect up to 150 hours of continuous data. Since the award of our first City Traffic Engineering On-Call in 2014, Wilson & Company has provided the City with traffic assessments, design, and reviews. Recent completed studies include Mulberry Traffic Calming Study, Sonoma Ranch Boulevard and Golf Club Road Safety Study, Alameda Road Diet, and Jornada Multi-Way Stop Analysis.

Photometrics/street lighting design: Wilson & Company has experience with numerous lighting projects ranging from single-circuit to extensive multi-circuit layouts throughout New Mexico. Our in-house traffic and electrical engineers use a variety of software packages, such as AGI32, to produce optimal lighting layout designs. Our experience with roadway lighting involves the knowledge of many software and equipment suppliers that we have worked with on past projects. Wilson & Company has also maintained a great working relationship with El Paso Electric, which is critical in successfully completing this type of design.

Drainage studies, including Federal Emergency Management Agency (FEMA) studies, and storm drain: Wilson & Company offers an experienced surface hydrology/hydraulic (H&H) group that has provided individual drainage mitigation solutions for flood control authorities, cities, and counties throughout the Southwest. In addition to the City of Las Cruces, we have assisted clients such as Doña Ana County Flood Control, and various other flood control authorities in central New Mexico.

We can assist with levee certification, FEMA applications, project restoration and mitigation, development review, and infrastructure planning. We use the latest software tools to assess drainage conditions and develop sensible solutions for drainage mitigation. As development continues, our team is committed to making sure the quality of life and safety of the citizens of Las Cruces are protected. Other relevant services include:

- FEMA flood map revisions and coordination
- Urban storm drainage master planning
- Storm drainage infrastructure design
- Levee assessments and design (FEMA and US Army Corp of Engineers)

Wilson & Company's design team delivered lighting plans for the East Mesa Recreation Complex.

Solid waste studies: It is inevitable that we will always produce and dispose of solid waste. However, more stringent regulations and increased public scrutiny have made locating and designing new solid waste facilities quite challenging. Our local expertise and national office network can provide you with innovative and cost-effective solutions to meet your waste management needs. Our in-house professionals provide:

- Permit registrations, including preparation of general facility information, adjacent land ownership maps, waste acceptance plans, transportation increase studies, preliminary transfer station layouts, drainage calculations, closure, and post-closure plans, and site operating plans
- Transfer station building layouts
- Erosion control plans
- Design of a liner and leachate collection system and force mains, leachate sumps, pumps, and pond designs
- Groundwater monitoring wells engineering and designs, and gas probe layouts and designs

Environmental surveys: Wilson & Company has the expertise to provide environmental and cultural resource services, including National Environmental Policy Act (NEPA) documentation, National Historic Preservation Act (NHPA) document preparation, Endangered Species Act compliance, Clean Water Act permitting, biological and cultural resource surveys, Phase I Environmental Site Assessments (ESA), regulatory compliance, project management, resource and environmental planning, public involvement, geographic information system (GIS) mapping, administrative records, and agency coordination. Our thorough understanding of NEPA and other federal,

tribal, state, and local laws, regulations, and policies governing environmental documents and land use planning is valuable to our clients.

Geotechnical assessments: With the inclusion of Intertek PSI as geotechnical investigations experts, the Wilson & Company team offers geotechnical and materials testing services. These services encompass geotechnical investigations, aggregate source exploration, erosion, control design, foundation and retaining systems/structure design, slope stability studies, deep foundation load testing, laboratory testing, quality control and quality acceptance testing, and inspection. Intertek PSI's experience with local projects like Paseo Real and County Line, Rio Grande Avenue Pavement, and Sunland Park Drive Phase I provides the technical competence and accuracy for efficient designs.

Construction observation: Our experienced construction observers work closely with the design team to verify the constructed project is built per the drawings and technical specifications. Our specifications detail start-up procedures, documentation, and training for primary mechanical systems. Full mechanical system commissioning is an option that can alleviate many functional issues in the future. During the start-up and training phase, we work closely with the equipment manufacturer's representatives and the City's staff to make sure mechanical facilities are working properly.

Our construction management team is well versed in construction documents, including the Engineers Joint Contract Documents Committee (EJCDC), American Institute of Architects (AIA), Community Development Block Grant (CDBG), New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, New Mexico American Public Works Association (APWA) Specifications for Public Works Construction, Uniform Building Code, International Building Code, Uniform Plumbing Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, and Stormwater Pollution Prevention Plan (SWPPP).

Our observers are certified by the National Institute for Certification in Engineering Technologies (NICET) and the American Concrete Institute (ACI). Observers are also certified to operate nuclear densometers and regularly attend courses at the Associated Contractors of New Mexico (ACNM) facility in Albuquerque and attend other local and regional training.

Project schedule/timeline

Our project schedule is the cornerstone of our project management strategy. We've created a sample schedule demonstrating our commitment to achieving each project milestone. The project milestones are the building blocks of our internal project timeline, which will be a tool to track our progress. This timeline will sequentially outline the tasks to move from one milestone to the next. Our internal timeline will be realistic and adjustable to meet the scope of work and the City's needs, reflecting our commitment to your schedule, which directly correlates to your budget.

Sample project assignment schedule *Timeline will vary for each specific task.	Mo 1			Mo 2			Mo 3			Mo 4			Mo 5		
	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End	Beg	Mid	End
Project assignment scoping and fee preparation															
Meet with City PM for assigned project assignment		■													
Review assigned project scope and prepare fee			■												
Submit fee to City PM for review and approval			■												
Preliminary design															
Kick off meeting				■											
Survey/mapping/geotech					■	■									
Preliminary plan production						■	■	■							
Environmental survey							■	■	■	■	■	■			
Final design															
Utility coordination							■	■	■	■	■	■	■	■	■
Final plans, specifications, and estimate									■	■	■	■	■	■	■

Wilson & Company's succesfull on-call contract record with the City demonstrates our commitment to your program. We understand that projects may arise where immediate attention is required due to a safety issue or concern for protecting life and property, and we stand prepared to assist with the right team.

Criteria 2

Qualifications/competence

Key personnel

Figure 2. Organizational structure

CITY OF LAS CRUCES

Principal-in-Charge & QA/QC Manager
Edward Cordova, PE ♦

Program Manager
Brigitte Fuller, PE ● ♦

● Las Cruces staff
♦ Key personnel

Wilson & Company Team

Structural
Greg Gentle, PE ● ♦
Alain Cuaron, PE

Site Development
Christine Soulsby, PE, CFM ● ♦
Aaron Ramsey, EI ●

Mechanical/Electrical
Mark Wentzel, PE, LEED AP
Marc Hess, PE

Stormwater Design
Eric Hamilton, PE, CFM ● ♦
Aaron Ramsey, EI ●

Photometrics/Street Lighting Design
Myra Candelaria, PE

Master Planning
Noah Berke, AICP, CFM

Roadway, Transportation, and Parking Lot Design
Eric Hamilton, PE, CFM ● ♦
Christine Soulsby, PE, CFM ●

Water/Wastewater, and Natural Gas Utility System
Alfredo Holguin, PE ● ♦
Kayla Sparks, PE ●

Traffic Impact Studies & Transportation Modeling Studies
Audra Gallegos, PE ♦
Lorenzo Cornejo, EI

Environmental
Kariann Sokulsky ●
Blake Roxlau

Drainage Infrastructure Design
Eric Hamilton, PE, CFM ●
Aaron Ramsey, EI ●

Drainage Studies, including FEMA Flood Studies
Gabriel Villanueva, PE ● ♦
Brittany Green, EI ●

Construction Observation
Todd Gonzalez ●
Brian Torres ●
Ruben Polanco ●

Solid Waste
Lidia Cepeda, PE

SCADA
Marc Hess, PE

Expert Witness
Dan Aguirre, PE
Scott Perkins, PE

Project Management
Eric Hamilton, PE, CFM ● ♦
Christine Soulsby, PE, CFM ● ♦
Gabriel Villanueva, PE ● ♦
Alfredo Holguin, PE ● ♦
Audra Gallegos, PE ♦
Lidia Cepeda, PE
Madai Hernandez, PE
Kyle Ibarra, PE
Ivan Rodriguez, PE

Geotechnical
Ruben Barrientos, Jr., PE
(Intertek PSI)

Additional Support Services

Survey
Ben Aragon, PS
Armando Sandoval ●

Grantsmanship
Ashley Martinez, CPSM
Lori Martinez

Public/Stakeholder Outreach
Ben Bachwirtz, AICP
Chuck McMahon

To provide a quick response and the highest technical capability to the City, Brigitte will rely on the technical expertise and experience of our project managers. Our project managers will be instrumental in completing all aspects of this on-call contract, with each individual having specialized skills to benefit the City. Brigitte will coordinate all team activities identified in the project structure and serve as the single point of contact for the City.

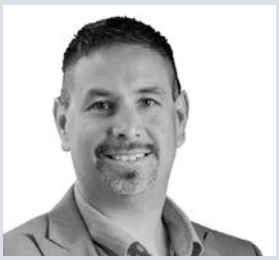
We expect to perform 95% of the work out of our Las Cruces office and the remainder from our Albuquerque office.

95% 414 N. Main Street, Suite A
Las Cruces, NM 88001

5% 4401 Masthead Street NE
Albuquerque, NM 87109

Our extensive history of delivering professional services to municipalities, counties, and local agencies throughout New Mexico and the greater Southwest provides you with a team poised to carry on a history of excellence to your program.

Edward Cordova, PE | Principal-in-charge/Quality manager



Experience
26 years

Education
B.S., Civil Engineering, New Mexico StateUniversity

License
NM PE #15788

Availability
10%

Edward is a senior vice president at Wilson & Company, responsible for all transportation operations in New Mexico, Arizona, and Texas. He serves on many projects throughout the state, including each of NMDOT's districts, where he manages contracts, projects, and tasks. His experience ranges from studies and roadway/ traffic design to construction administration.

Edward is the principal member, responsible for the administration of the contract.

He is located at:
4401 Masthead Street NE
Albuquerque, NM 87109

P: 505 348 4076

Experience:

- Traffic On-call Contract, City of Las Cruces, NM | Principal-in-charge
- Traffic On-call Contract, City of Santa Fe, NM | Principal-in-charge
- US 70 North Main Street/Solano/Spitz Intersection, NMDOT| Principal-in-charge (2019 ACEC NM Transportation Project of the Year)
- Central Region Design (CRD) General Engineering On-Call, NMDOT | Principal-in-charge
- Bridge (state/federal) On-Call, NMDOT | Principal-in-charge
- On-Call Contract, City of Albuquerque, NM | Principal-in-charge

Brigitte Fuller, PE | Program manager

Experience
27 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #15102

Availability
30%

Brigitte specializes in roadway and drainage design, with responsibilities in project management and administration, client interface, and project design. Her experience ranges from roadway design and reconstruction projects to transportation-related drainage design involving H&H and channel stability, scour analyses, and floodway inundation. She also oversees resource allocation, planning, and risk assessment.

Brigitte is responsible for and in direct charge of the work.

She is located at:
414 N. Main Street, Suite A
Las Cruces, NM 88001

P: 505 948 5121

Experience:

- East Mesa Public Recreation Sports Complex—Phase 1, City of Las Cruces, NM | Project manager
- East Mesa Road Study and Access Road Design, City of Las Cruces, NM | Project manager
- Aztec Arterial Route, City of Aztec, NM | Project manager
- 4th Street Roadway Reconstruction and Drainage Improvements—Phase I, City of Anthony, NM | Project manager
- Taylor Ranch Park—Phase 1, City of Hobbs, NM | Project engineer

Eric Hamilton, PE, CFM | Project manager: roadway, transportation, and parking lot design/drainage infrastructure and stormwater design

Experience
11 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #25647

Certified Floodplain Manager (CFM) NM-19-00440

Availability
30%

Eric has a broad range of civil engineering experience, including design, project management, and heavy construction. Eric's responsibilities include project bidding and letting, public involvement, construction administration, flood control design, roadway, traffic, and drainage. He produces constructible, cost-effective designs and contract documents. **(Located in Las Cruces)**

Experience:

- Mesquite Tornillo Drainage Planning, City of Las Cruces, NM | Project manager
- McClure Pond Improvements, City of Las Cruces, NM | Project engineer
- Industrial Avenue Overpass Bridge, Doña Ana County, NM | Project manager
- Elk's Drive Pedestrian Trail, Doña Ana County, NM | Project manager
- 4th Street Phase IV, Acosta Road to McKinley Street, City of Anthony, NM | Project manager
- Riata Road Concrete Box Culvert, Otero County, NM | Project manager
- Columbus NM Land Port of Entry Flood Control Improvements, Luna County, NM | Project manager
- Airport Road Phase I Reconstruction, Village of Milan, NM | Project manager/lead design engineer
- Adams Park Multipurpose Baseball & Flood Control Facility, City of Anthony, NM | Project manager

Christine Soulsby, PE, CFM | Project manager: site development/roadway, transportation, and parking lot design

Experience
7 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #26704

CFM NM-19-00436

Availability
30%

Christine has working experience in all facets of civil engineering, including H&H, drainage reports, plan preparation, project cost estimates, and the bidding and awarding of projects. Her experience encompasses plan production including profile development, typical sections, plan and profiles, permanent signing and striping plans, erosion control plans, structure sections, quantities, schedules, and cost estimates. **(Located in Las Cruces)**

Experience:

- Airport Road Reconstruction Phase II & III, Village of Milan, NM | Project manager/lead design engineer
- Bridge of Grace Road Reconstruction, Sierra County, NM |Project manager/lead design engineer
- Riata Road South of Pecos Road Reconstruction, Otero County, NM | Lead design engineer
- Suzy Ann Street Bridge, Otero County, NM | Lead design engineer
- Alamo Street Phase II Reconstruction, Otero County, NM | Project manager/lead design engineer
- Lily Pond and Vado Area Drainage, Doña Ana County Flood Commission, NM | Lead design engineer
- Lower Eagle Creek Road Phase I, Lincoln County, NM | Lead design engineer

Alfredo Holguin, PE | Project manager: water/wastewater, and natural gas utility system

Experience
18 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #24895

Water Supply Operator, Level II/ Wastewater Operator, Level II
#19112

Availability
25%

Alfredo has worked with communities throughout the Southwest to prepare multidisciplinary project deliverables, including water and wastewater system analyses, planning documents, design plan sets, and construction project manuals. Alfredo manages projects through multi-phase construction while coordinating effectively with all project stakeholders, including funding and regulatory agency representatives. His project experience ranges from rehabilitating and replacing existing infrastructure to planning, designing, and constructing new facilities to meet the ever-changing demands of growing communities. **(Located in Las Cruces)**

Experience:

- East Mesa Public Recreation Sports Complex, City of Las Cruces, NM | Project engineer
- Lordsburg WSI Ph. 1 (transmission/distribution replacements), Lordsburg, NM | Project manager
- Lordsburg WSI Ph. 2 (new RO treatment facility), Lordsburg, NM | Project manager
- Rodey Lift Station Improvements (new duplex station/FM), Hatch, NM | Project manager
- Storm Pump Station Improvements (200HP triplex and controls replacement), Hatch, NM | Project manager
- Municipal Water Asset Management Plan (GIS inventory and plan), City of Truth or Consequences, NM | Project manager
- Wastewater Asset Management Plan, (GIS inventory and plan), Village of Columbus, NM | Project manager
- Booster Station and Austin Street Improvements (Triplex booster, SCADA upgrades), City of Truth or Consequences, NM | Project manager

Gabriel Villanueva, PE | Project manager: drainage infrastructure design/drainage studies, including FEMA flood studies

Experience
9 years

Education
B.S., Civil Engineering, University of Texas

License
NM PE #25531

Availability
30%

Gabriel has experience in various aspects of civil engineering including water and wastewater, site plan development, and roadway design. His primary responsibilities include municipal entity coordination, hydraulic/hydrologic analysis, site development, plan production, technical specifications, and coordination through the entire project. **(Located in Las Cruces)**

Experience:

- North Fork LOMR, City of Las Cruces, NM | Drainage engineer
- Mesquite/Tornillo Drainage Planning, City of Las Cruces, NM | Drainage engineer
- McClure Pond Improvements, City of Las Cruces, NM | Engineer of record
- South Anthony Arroyo Design, City of Anthony, NM | Drainage engineer
- Lily Pond Preliminary Design, Doña Ana County, NM | Drainage engineer
- Rockhound Road and McCan Road Improvements Project, Luna NM | Drainage engineer
- LPOE Diversion Berms and Flood Control Project Re-design Phase I, Luna County, Village of Columbus, NM | Drainage engineer

Audra Gallegos, PE | Project manager: traffic impact studies and transportation modeling studies

Experience
17 years

Education
B.S., Civil Engineering, University of New Mexico

License
NM PE #23573

Availability
25%

Audra is widely experienced in data collection, traffic impact studies, parking studies, and signal optimization/coordination. Her experience includes plan development for plan and profiles, traffic control plans, permanent signing and striping, structure placement sections, utility plans, and cost estimates. She is adept in traffic modeling programs, such as Synchro, HCS, VISSIM, and Rodel. Audra has acted as an augmented traffic engineer for the cities of Santa Fe and Las Cruces. She has experience performing traffic studies in urban areas for the cities of Las Cruces, Albuquerque, Rio Rancho, and Bernalillo County.

Experience:

- Alameda Boulevard Road Diet Study, City of Las Cruces, NM | Project manager
- Alameda & Hoagland Traffic Study, City of Las Cruces, NM | Project manager
- Chandler Park Traffic Study, City of Las Cruces, NM | Project manager
- TIA Reviews, City of Las Cruces, NM | Project manager
- Sonoma Ranch Safety Study, City of Las Cruces, NM | Project manager
- East Mesa Road Study, City of Las Cruces, NM | Project engineer
- 2nd Street Rehabilitation/Sidewalk and Lighting Improvement, City of Albuquerque, NM | Project manager
- Corridor Studies, NMDOT, NM | Project manager
- US 491 Road Safety Audits (three total), Navajo DOT (NDOT), NM | Project manager

Greg Gentle, PE | Project manager: structural

Experience
6 years

Education
M.S., B.S., Civil Engineering, New Mexico State University

License
NM PE #27896

Availability
20%

Greg specializes in designing bridge projects using innovative approaches to structural design. Greg designs for true value and the service life of the structure. He is driven to create solutions that benefit and strengthen communities and enjoys designing and problem-solving, providing deliverables that effectively communicate the proposed solution. **(Located in Las Cruces)**

Experience:

- Industrial Drive Grade Separation, Doña Ana County, NM | Structural engineer
- Toadlena Bridge, NDOT, NM | Structural engineer
- NM 109 Jarales Rd. BNSF Grade Separation, NMDOT | Project engineer
- Bridge #9826 Riata Rd, La Luz Creek, Otero County, NM | Structural engineer
- AMAFCA-Valle de Oro outlet, Albuquerque, NM | Structural engineer
- N5012 Sanostee Wash Bridge, NDOT, NM | Structural engineer
- Canal Street Bridge, Village of Hatch, NM | Structural engineer

Many of our team members participated in NMDOT's Tribal/Local Public Agency (T/LPA) training program. This program educates individuals to assist tribal or local public agencies to comply with federal requirements and manage a project from the beginning to end.

Subconsultants

Our selected teaming partner was strategically selected based on their strong performance, specialized skill sets, and knowledge of City of Las Cruces processes and procedures.

Intertek-PSI has provided geotechnical engineering and construction services to southern New Mexico for over 20 years, with material testing, inspection, and investigation services. All PSI laboratory and field technical staff maintain certifications in testing and inspections in their areas of expertise. The PSI office is accredited through the AASHTO Materials Reference Laboratory (AMRL). **Wilson & Company and Intertek PSI are currently teamed on several infrastructure projects across the Southwestern US.**

Intertek will provide geotechnical services and is located at:

5044 Doniphan Drive, Bldg D
El Paso, TX 79932

P: 915 584 1317

Ruben Barrientos, Jr., PE, PMP | Geotechnical services

Experience
12 years

Education
M.S., B.S., Civil Engineering, UTEP

License
NM PE #24581

Availability
20%

Ruben possesses more than 12 years of expertise in geotechnical engineering consulting and management. His professional background encompasses diverse market sectors such as industrial, institutional, government, and commercial.

Experience:

- Paseo Real and County Line (with Wilson & Company), Las Cruces, NM
- Mesilla Valley Bosque State Park (with Wilson & Company), Las Cruces, NM
- Rio Grande Avenue (with Wilson & Company), Las Cruces, NM
- Sunland Park Drive Phase I (with Wilson & Company, Las Cruces, NM
- Industrial Avenue Bridge (with Wilson & Company, Las Cruces, NM

Did you know?

Quality management procedures are employed on every project

- Accurate data is used throughout the collection and analysis process
- Work completed during each task is executed by experienced professionals
- Essential information is documented, checked, transmitted, and regularly reviewed for completeness and accuracy
- Project design deliverables and studies are checked and reviewed by qualified internal staff

This team has a long history of working within the City's project administration requirements. Program manager Brigitte Fuller will provide direction and leadership, producing streamlined results, quality deliverables, and value to your on-call tasks.

Focusing on you

Through our work under the 2020-2024 on-call contract, our team developed strong relationships with City staff and gained intimate knowledge of your processes and standards. We know your expectations and strive to exceed them, from schedule and budget to sustainable and innovative concepts.

Criteria 3

Performance of the firm

The following projects showcase our experience delivering successful solutions for various projects. Through these projects, we have gained critical insight that can be applied to your on-call tasks, resulting in similar successes. We invite you to make inquiries of the provided references regarding our qualifications, performance, and quality of results.

1 Adams Park Baseball Field
City of Anthony, New Mexico

Contact:
Mario Juarez-Infante, PE

Phone:
505 715 2541

Email:
minfante@cityofanthonynm.org

Services:
Roadway design
Storm drain
Curb and gutter/sidewalk
Roadway reconstruction
Construction

Adams Park Baseball Field was a multi-funded project that included the construction of a multipurpose recreation and drainage facility. The facility includes a baseball field with ponding areas, subsurface storm drain infrastructure, roadway reconstruction, embankment, curb & gutter, and sidewalk. The project included the realignment of Livesay Street to the south and parking along Morales and 4th Streets.

The project connects to the storm drain system that was constructed in a previous project in Anthony, 4th Street Phase IV, and outfalls into the existing Adams Park Baseball Field Pond. The South Anthony Arroyo project will involve diversion and outfall into the Adams Park Baseball field. A pump station will be constructed to facilitate the conveyance of stormwater from Adams Park Pond to the existing South Anthony Arroyo near NM 460.

2 Guadalupe Street Reconstruction City of Santa Fe, New Mexico

The City of Santa Fe contracted Wilson & Company to make improvements for safety, multimodal accessibility and facilities, and driveway access control to the Guadalupe Street corridor from Agua Fria Street to Paseo de Peralta.

Guadalupe Street was primarily a 4-lane street (two lanes for the northbound and southbound) through a predominately commercial area with turning lanes and narrow raised medians in select locations. The existing pedestrian facilities did not meet ADA standards, and bicyclists shared the road with traffic. Special challenges include limited existing ROW, significant business driveway access, and the project being located within a Historic Preservation District.

Contact:
Romella Glorioso-Moss, PhD, AICP, CPO
Capital Projects Manager & BPAC Staff Liaison

Phone:
505 955 6623

Email:
rsglorioso-moss@santafenm.gov

Services:
Corridor safety design
ADA-compliant design
Stakeholder coordination/ engagement

Wilson & Company conducted an extensive public engagement process to identify safety and access improvements along Guadalupe Street. Improvements included pedestrian and bicycle facilities, enhanced ADA accessibility, and better access to businesses. High visibility crosswalks and new ADA-compliant sidewalk ramps were among the proposed improvements.

Wilson & Company worked with the City, corridor stakeholders, and the community to develop a multimodal vision for the corridor, including a road diet, enhanced bicycle and pedestrian accommodation, street furniture, lighting enhancements, and drainage improvements. Wilson & Company adhered to the NMDOT State Highway Access Management Manual requirements for the driveways and to the Public ROW Access Guidelines for all ADA facilities. Improvements included raised medians, ADA-compliant sidewalks, improved bicycle facilities, and new bike lanes. The project is now in construction.

3 Gardner Dam Breach and Flood Control Improvements Doña Ana County, New Mexico

Contact:
John Gwynne, PE, CFM
Flood Commission Director

Phone:
575 525 5554

Email:
johngw@donaanacounty.org

Services:
H&H analysis report
Design
Construction

Gardner Dam, near Santa Teresa, NM, was identified as a high-hazard dam, containing no as-built or design data. Wilson & Company authored the H&H analysis report, concluding that breaching the dam and constructing the proposed conditions will provide a benefit to the community downstream of Gardner Dam by reducing the risk due of a catastrophic dam failure. Wilson & Company authored the design reports and the final signed and sealed construction bidding documents for the dam breach, including upstream and downstream watershed flood control improvements.

Breaching the dam and constructing below-grade pond facilities to convey and attenuate the 100-year, 24-hour event was a more cost-effective solution than reconstructing the Jurisdictional Dam. Improvements upstream from the breach included a detention pond excavated below the natural ground elevation with approximately 9 acre-foot retention capacity and a detention pond attenuating the 100-year, 24-hour runoff volume. The detention pond's principal spillway and the retention area serves as a water quality, infiltration, and habitat replacement area. The project required downstream improvements to convey the outflow to a point of discharge, including stabilization and armoring for two diversion structures to confine the flow path to the proposed floodway. Easements and improvements to the existing ponds at McNutt Road include an outfall to the downstream drain.

Recent relevant experience specifically completed for the City:

- Sonoma Ranch Safety Study
- Alameda Boulevard Road Diet Study
- Traffic Impact Analysis Reviews
- Jornada Road Study
- East Mesa Public Recreation Complex
- East Mesa Public Recreation Complex Phase 2
- East Mesa Road Study
- East Mesa Public Rec Center Access Road Design
- East Mesa Public Rec Center Camino Coyote Lane
- La Llorona Park
- McClure Pond Improvements
- Mesquite Tornillo Drainage Planning
- North Fork LOMR
- Chandler Park Traffic Study
- Alameda & Hoagland Traffic Study

As noted below, Wilson & Company has significant experience managing on-call contracts for many clients throughout New Mexico. Our team completed numerous task orders ranging from a few hundred dollars to multimillion-dollar, multidisciplined task orders. In addition, we provide statewide on-call engineering services that further demonstrate our familiarity with other agencies that may require additional coordination with the City, illustrating our capacity and capability to deliver multiple tasks concurrently.

- **Cities: Las Cruces**, Albuquerque, Anthony, Grants, Lordsburg, Rio Rancho, Santa Fe, Sunland Park, Truth or Consequences
- **Counties:** Doña Ana, Bernalillo, Cibola, Lincoln, Los Alamos, Luna, Otero, Sandoval, Sierra
- **Villages:** Milan, Pecos, Ruidoso, Williamsburg
- **NMDOT:** Districts 1 through 6, South Region Design, Central Design, and Northern Design
- Albuquerque/Bernalillo County Water Utility Authority
- Albuquerque Metropolitan Arroyo Flood Control Authority
- Cooperative Educational Services
- Eastern Sandoval County Arroyo Flood Control Authority
- Los Alamos National Laboratory
- NASA-White Sands Test Facility
- Navajo Engineering & Construction Authority
- Navajo Nation Division of Transportation
- North Central Regional Transit District
- Sandia National Laboratory
- Santa Fe Public Schools
- Southern Sandoval County Arroyo Flood Control Authority
- Town of Bernalillo

Required forms

RFP Compliance Declaration

New Mexico Resident Business Certificate

Las Cruces Business Certificate

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Wilson & Company, Inc., Engineers & Architects

414 N. Main Street, Suite A

Las Cruces, NM 88001

Authorized Signature

Edward Cordova, PE
Typed or Printed Name

Senior Vice President, Principal-in-Charge
Title

edward.cordova@wilsonco.com
Email Address

Telephone number 575 527 9257 Fax number 575 527 9258

NM Tax & Revenue Dept. CRS # 02-357658-00-8

Current NM Secretary of State Business ID # 2309334 (corporations only)

Current CLC Business Registration # 12086-19 (respondents located in Las Cruces only)

Federal I.D. number 48-1176300 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

DBA: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
PO BOX 94000
ALBUQUERQUE, NM 87199-4000

Expires: 06-Feb-2027

Certificate Number:

L0602986096

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 10

Type
Business Registration License - PROFESSIONAL SERVICE

Number
12086-22

Issue Date
09/07/2023

Expires
10/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Wilson & Company Inc, Engineers & Architects

414 N MAIN St #A
Las Cruces, NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Wilson & Company
414 N. Main Street, Suite A
Las Cruces, NM 88001

WILSON &COMPANY
HIGHER RELATIONSHIPS

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Wilson & Company, Inc., Engineers & Architects (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WILSON & COMPANY, INC., ENGINEER & ARCHITECTS	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "N"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Zia Engineering & Environmental Consultants, LLC, of 755 S Telshor Blvd, Ste Q-201, Las Cruces, NM, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
General Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-051, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Zia Engineering & Environmental Consultants, LLC 755 S Telshor Blvd, Ste Q-201 Las Cruces, NM 88011 ATTENTION: Edward H. Martinez

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments

A Project assignment is initiated by the City providing the selected Engineering firm(s) a detailed project description, including scope of work and any other special instructions needed by the Engineering firm(s) to prepare all deliverables as requested. The awarded Engineering firm(s) shall provide engineering services that may include, but not be limited to, the following:

1. Master Planning
2. Structural design of buildings, retaining walls, etc.
3. Roadway, transportation, and parking lot design
4. Site development (drainage and grading design)
5. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
6. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
7. Supervisory Control and Data Acquisition (SCADA) design
8. Mechanical design, gas system design, plumbing and HVAC design
9. Water, wastewater and natural gas utility system design and analysis
10. Traffic Impact Studies and Transportation Modeling Studies
11. Photometrics/street lighting design
12. Drainage Studies, including FEMA Flood Studies
13. Storm drainage
14. Solid waste studies, landfill system design and analysis
15. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
16. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
17. Expert witness in a judicial and/or quasi-judicial setting.
18. Project Management
19. Construction Inspection

B. Project Assignment Agreements

A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants, if any

3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.
1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address, and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project.

CI. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

CII. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of

the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-051 – General Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm _____

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 140.00
2	Project Engineer/Project Manager	$ 117.00
3	Senior Engineer	$ 104.00
4	Design Engineer	$ 87.00
5	Engineer Intern	$ 75.00
6	Engineering Technician	$ 82.00
7	Drafting Technician	$ 63.00
8	Survey Crew**	$ Subcontracted
9	Construction Inspector/Observer	$ 86.00
10	Administrative/Clerical	$ 59.00
11	Field Testing and Investigations	$ 82.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 15
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15
16	Color Copies (per copy)	$ 0.25
17	Prints 24x36 (per sheet)	$ 3.00
18	Mylars 24x36 (per sheet)	$ 9.50
19	Photo Quality Plots (per plot)	$ 32.50
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

February 27, 2024

Bid Clerk - Purchasing Department
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

Submitted Via Email
bidclerk@las-cruces.org

RE : Response to RFP. No 23-24-051
General Engineering Services

Dear Bid Clerk and Members of the Selection Advisory Committee

In order to serve the City of Las Cruces' (City) needs, Zia Engineering & Environmental Consultants, LLC (Zia) is proposing a highly experience, locally based team bringing over 160 years of combined experience in the various disciplines of engineering and science required by this General Engineering Services RFP. Zia's team can respond to any aspect of the services required by the City under this RFP.

Zia brings the following distinguishing features to support the City of Las Cruces for the completion of general engineering work under this RFP:

- Zia is a **locally owned, locally headquartered, Las Cruces based** professional environmental consulting firm with 24-years history of providing services in the area.
- Our experience in similar projects throughout the region over the last 23 years includes engineering services and projects similar to the scope of work outlined by the City, including multiple awards of **on-call contracts by the City in prior years including for General Engineering Services.**
- **Zia has a strong** history **of client satisfaction, project innovation, cost effectiveness, and budget and schedule adherence including multi-million dollar government contracts with WSMR, Fort Bliss, Spaceport America and others.**
- Zia is providing a **locally based, strong subconsultant team** of firms well known and with prior extensive experience with the City of Las Cruces.
- **We are confident that our team will deliver the highest quality of project on time and on budget to the City.** Zia's staff brings the knowledge and sensitivity toward local issues and an on-going professional relationship with the City staff and other government and regulatory agencies. **Because of these reasons, we are capable of handling the City's projects with zero learning time.**

Should you have questions or need additional information, please contact the undersigned at 575.680.1996 or via email at ehmartinez@ziaeec.com.

Sincerely,
Zia Engineering & Environmental Consultants, LLC

Edward H. Martinez, PE
President / Principal Engineer

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **General Engineering Services**

RFP NO.: **23-24-051**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: One is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Zia Engineering & Environmental Consultants, LLC

755 S. Telshor Blvd, Suite Q-201

Las Cruces, NM 88011

Edward H. Martinez, PE — Authorized Signature

Edward H. Martinez, PE — Typed or Printed Name

President & CEO — Title

ehmartinez@ziaeec.com — Email Address

Telephone number 575-680-1996 Fax number 575-532-1587

NM Tax & Revenue Dept. CRS # 03-015912-00-1

Current NM Secretary of State Business ID # 2073799 (corporations only)

Current CLC Business Registration # 15115-20 (respondents located in Las Cruces only)

Federal I.D. number 20-2226883 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

1.0 TECHNICAL AND MANAGEMENT APPROACH

1.1 INTRODUCTION

Zia Engineering & Environmental Consultants, LLC (Zia) is providing this Proposal in response to the City of Las Cruces (CLC) issued Request for Proposal (RFP) No. 23-24-051 for General Engineering Services. This Proposal is organized per the RFP requirements listed in Section IV – Proposal Content of the RFP to address the Scope requirements of the RFP listed in Section III.

Zia is a Professional Engineering and Environmental Consulting firm, headquartered in Las Cruces since 2000. We have approximately 45 personnel located in four locations with the majority of our personnel located in the Las Cruces area. Our experience and expertise is in civil and environmental engineering, drainage analysis and stormwater and erosion control, environmental investigations and permitting, air quality, water and wastewater systems analysis, NEPA environmental compliance, RCRA investigations and remediation, land use studies and feasibility analyses, cultural and natural resources studies, environmental Phase I and II investigations, and asbestos and lead investigations. Our senior personnel have provided expert witness support related to judicial actions and routinely provide public outreach support when required. Many of our projects require construction phase services support to include support through the bid and award process and during and through the construction process.

Zia has more than 14-years of experience in providing engineering and environmental consulting services to the City of Las Cruces through various on-call and individual contracts on such projects as the design and permitting of the City's Recycling Center, air permitting of the City's electrical cogeneration facility at the wastewater treatment facility, annual development of the City's Water Consumer Confidence Report, civil design of the City's water and wastewater laboratory facility, response to City water and wastewater distribution issues, permitting support for renewal of the City's wastewater reuse facility and multiple environmental investigations (Phase I ESA's), NEPA studies and cultural and biological clearance surveys.

1.2 TECHNICAL APPROACH

This is an as requested on-call contract and as such, there is currently no identified project to specifically develop a technical approach response. As such the technical approach discussion below outlines the process that Zia will follow in general once a task request has been issued by the City. This approach may vary from task to task depending on project specifics but is the process that Zia anticipates to be applied based on prior experience with other City projects and projects of a similar nature completed for others.

Task Order Issuance and Review of Scope: Upon receiving a request for professional services from the City, Zia's Program Manager (PgM), Mr. Edward Martinez, PE will review the scope of services requested to determine whether there are any questions regarding scope, anticipated schedule, deliverables or coordination with the City. If there are questions, Mr. Martinez will coordinate with the City to address them prior to undertaking the task order response.

Identification of Personnel Needs and Requirements: Based on the project type, Zia's PgM will review Zia's staff and identify key personnel or subconsultants required to address the scope and any subconsultants that may be necessary (survey, geotechnical or other specialty services). Identification will take into account any requirements for certifications, training or other specific

needs required by that task based on applicable regulations, certifications (i.e. – PE license, asbestos and/or lead certifications, cultural resources licenses, etc.) or other needs.

Some of these projects may encompass a multi-disciplined approach to delivery of the professional services including such diverse disciplines as electrical systems design, mechanical design or design of SCADA systems. Zia will coordinate with our identified subconsultants as necessary to ensure that these specialty services are adequately addressed.

Task Order Response: The PgM will identify a proposed Task/Project Manager (PM) to bring the necessary technical background and experience to lead and complete the project successfully and in a timely manner. The PgM and PM will coordinate to complete the anticipated staffing and develop a task order response. In certain instances depending on technical area, the Zia PgM may also serve as the PM for individual projects.

The PM will prepare a task order response outlining the technical content and extent of the project, estimated project cost, project time schedule, and target completion dates of various tasks and subtasks. Zia utilizes advanced software to include Microsoft Project and other systems for project and task scheduling and project cost accounting (Microsoft Dynamics). All projects conducted for the City will utilize these systems to address City requirements and project needs. This Task Order Response will be submitted to the City for consideration of award of the assigned task.

If the project involves other private or government entities and/or regulatory agencies (such as the New Mexico Department of Transportation (NMDoT), the New Mexico Environment Department (NMED), US Environmental Protection Agency (EPA), US Army Corps of Engineers (USACE). Elephant Butte Irrigation District (EBID), the PM will establish an operational / management approach to establish line of communications with agencies and identify the points of contact.

Zia's team will provide the City with cost-effective approaches to address the requirements of the scope by having a local presence and breaking down the approach into subtasks. Breaking the approach down into subtasks allows for a more detailed approach, enabling clear identification of the tasks our team needs to complete. Our local presence also allows us to understand the community and the City's growth concerns while supporting the City in maintaining optimum delivery of its services with the highest level of public and environmental safety.

Task Order Award and Kick-Off: Upon receiving the authorization to proceed on a task / project under the annual professional services agreement, the PM will acquire the background data, drawings, study reports, and surveys, from the City. If needed, the PM and PgM may conduct kick-off meetings with the City and applicable regulatory agencies' points of contact to determine the necessary requirements, constraints, and agency review requirements. When applicable, the PM and/or the PgM will advise the City of any concerns regarding budget inadequacies or unrealistic time constraints to meet the objectives of the City and keep open lines of communication.

Task Order Implementation: For smaller and shorter assignments, Zia's PM will coordinate with the City typically on a weekly basis through the completion of the assigned project and will ensure timely invoicing for the completed work. For these smaller efforts, the coordination often will be informal either via phone and/or email unless issues are encountered which require more formal documentation. Typically smaller efforts would be anticipated to be completed in 30-days or less.

For larger projects, Zia's PM will have a formal work scope with tasks and subtasks charted and scheduled per the approved task order response with assigned task managers who report to the PM. These efforts would require Zia's PM to have formal coordination with the City at least every other week (unless required more often) to update progress, identify and discuss any issues and track schedules and budgets. For projects that go longer than 30-days, Zia will provide progress invoicing monthly through completion of the effort.

Task Order Close Out: Once a task/project is completed, the Zia PM will coordinate to provide hard copy and/or electronic copies of all final reports and related documents as agreed to within the approved task order. Copies of communications with regulatory agencies will also be provided for documentation purposes for City files.

When projects have a construction phase which Zia is involved with, Zia will provide engineer's cost estimates, bid phase services and construction site visits as agreed to between the City and Zia and as defined within the approved task order. Zia will also provide as-built/record drawings when approved under task order. Zia also routinely provides environmental monitors when required during construction activities.

Specialized Services: Zia provides specialized services to include the activities listed below:

- For projects that may require it, Zia can develop and implement public information and public relations programs. When necessary, Zia can implement public outreach in bilingual format.
- Either the PM or one of Zia's principals will be available to make technical presentations to the City Council, City Administration or other appointed or elected bodies if required.
- Several of Zia's principals have experience in providing expert witness support related to engineering and/or construction issues in judicial formats, either through depositions and/or through formal hearings.

1.3 MAJOR TASKS AND SERVICES PROVIDED

Provided on the next page is a summary table of each task proposed to be provided by Zia under this proposal, the proposed services to be provided under each task and identification of which firms (Zia and/or subconsultant) will provide the services.

Major Task / Firm Providing Services	**Services Provided By the Zia Team**
Master Planning Zia Engineering Cobb Fendley	• Identify Goals and Objectives and Project Requirements • Identify Functional Relationships • Identify Opportunities / Constraints (Physical / Environmental) • Identify and Review Alternatives • Master Plan Development, Schedule and Phasing Plan • Identify Funding Sources / Constraints
Structural Design Stubbs Engineering Zia Engineering	• Building and Foundations Design • Retaining Walls Systems Design • Tank Systems Design • Tower Systems Design

Major Task / Firm Providing Services	**Services Provided By the Zia Team**
	• Garage Structures Design
Roadway Transportation and Parking Lot Design Zia Engineering COZ Engineering (Geo) Gem Surveying	• Roadway Design • Linear Surveys (total station / lidar) • Utilities As-Builts • Geotechnical Investigations • Drainage Analyses • Right of Way / Land Acquisitions • Parking Lot Layouts and Designs
Site Development Zia Engineering Gem Surveying	• Site and Topographic Surveys • Drainage Analyses • Grading Layout(s) • Mass Balance Analyses (Cut / Fill Estimates) • Stormwater Pollution Prevention Plans / NOI/NOT Filings
Electrical Design RBM Engineering	• Electrical and control systems design for utilities systems • Electrical and control systems design for building systems • Solar electrical systems designs • Electrical design of traffic control systems and street lights
Computer Network Analysis Cobb Fendley Zia Engineering	• Network analysis of water and wastewater systems (Infowater, InfoSewer) • Network analysis of stormwater systems (StormCAD) • Network analysis of gas systems (GasWork)
SCADA Design RBM Engineering	• Identification of Data Acquisition Needs and Uses • Review of existing SCADA systems infrastructure • SCADA systems design • SCADA installation and training • Remote systems monitoring and controls
Mechanical Design RBM Engineering	• Mechanical design for utilities systems • HVAC and mechanical systems design for buildings • Mechanical design of gas systems and networks
Water, Wastewater and Gas Systems Design Cobb Fendley Zia Engineering	• Water and wastewater systems analyses and designs • Wastewater treatment systems designs and modifications • Design of water treatment systems and water storage • Design of water pump stations • Industrial wastewater systems analyses • Gas networks systems analyses and designs • Subsurface utilities location services
Traffic Impact Studies /	• Traffic operations and safety evaluations

Major Task / Firm Providing Services	**Services Provided By the Zia Team**
Transportation Modeling Civil Transformations Inc. (CTI)	• Warrant studies • Traffic impact analyses / Transportation master plans • Signal timing plan development • Neighborhood traffic calming • Bicycle/pedestrian studies
Photometrics / Street Lighting Design Civil Transformations Inc. (CTI)	• Street lighting plans • Camera and control systems designs and installations • Speed control studies • Traffic operations and safety evaluations
Drainage Studies Zia Engineering	• Hydrologic analyses / basins analyses • Dam analyses / dam stability / dam break analyses • Drainage master planning
Storm Drainage Zia Engineering	• Channel and stormdrain systems analyses / design • Pond systems analyses / design • Erosion and Sediment Control Plans • Urban runoff analyses
Solid Waste Studies / Landfill Systems Design Zia Engineering	• Solid waste master planning • Landfill permitting, design, closure plans • Transfer station, MRF planning / designs and permitting • Rate studies • Recycle program reviews and designs • Landfill gas capture systems design/ permitting and monitoring
Environmental Surveys, Assessments, Monitoring and Management Zia Engineering	• Phase I / II environmental site investigations • Asbestos / lead studies • Air permitting, indoor air monitoring, air emissions modeling • Site remedial systems investigations, designs and installations • NEPA Environmental studies (EA, EIS, etc.) • Groundwater modeling and monitoring
Geotechnical Assessments COZ Engineering	• Preconstruction geotechnical investigations • Environmental drilling for field studies • Foundations and pavement designs • Construction materials testing
Expert Witness All team firms as applicable to technical area of support	• Deposition preparation and support • Expert witness in formal deposition or court setting • Technical review of case histories • Technical support of Notice of Violations and related hearings • Technical support of mediation or arbitration hearings

Major Task / Firm Providing Services	**Services Provided By the Zia Team**
Project Management Zia Engineering & All team firms as applicable to technical area of support	• Task order response • Project scheduling • Budgets development • Cost / Project estimating • Project staffing / management • Client communications / coordination • Project trouble shooting
Construction Inspection Zia Engineering	• Construction phase monitoring and documentation • Construction management • Construction inspection services • Project as-built drawings

1.4 TYPICAL PROJECT SCHEDULE / TIMELINE

Outlined below is a recent schedule for a proposed 2.0 mile long rural roadway project for a client. Typically we will initiate services within 3-5 business days from the date of authorization to proceed. Zia typically will provide a breakdown of anticipated tasks and a Gantt chart type of format for project schedule.

Typical Project Schedule

Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Task 1 - Topographic Survey							
Task 2 - Geotechnical Investigation							
Task 3 - Drainage Analysis							
Task 4 - Civil Design Services							
Task 5 – SWPPP and NOI							
Task 6 - Construction Phase Services							

Please note that Zia cannot make any guarantees for reviewing time frames required reviewing agencies. This schedule assumes no extraordinary delays in reviews by the Clients and no delays in receiving required data by others including surveys, geotechnical analysis and/or site layouts and data from others. Should conditions be encountered that necessitate a revision to this schedule, Zia will inform the Client and negotiate a modification.

2.0 QUALIFICATIONS / COMPETENCE

2.1 KEY PERSONNEL ASSIGNED

A summary of key personnel assigned, their proposed roles and their assumed involvement in this contract as a percent of their full time availability is summarized in Table 1. Typically City issued tasks do not require the involvement of any individual Zia staff member more than 5-10% of their

available time within a given year. Summary resumes for these personnel describing their areas of competence are provided below.

Table 1: Project Team Qualification Matrix

Name	Years of Experience	% Time Assumed	Education / Registration	Master Planning	Structural Design	Roadway, Parking Lot Design	Site Development (Drainage / Grading)	Electrical & Mechanical Designs	Utiliites Analyses and Design	Traffic Studies	Solid Waste Services	Environmental Studies	Geotechnical Assessments	Expert Witness	Construction Inspection
E. Martinez, PE	38	5%	BS Civil Engineering	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
R. Trujillo, PE	33	5%	BS Civil Engineering	✓	✓	✓	✓		✓	✓	✓	✓			✓
C. Irwin, EIT	34	5%	BS Civil Engineering	✓		✓	✓		✓				✓		✓
J. Sandoval	14	10%	AS Civil Engr. Tech.	✓		✓	✓		✓				✓		✓
M. Martinez, CSP	34	5%	BS Chem. Engineering	✓					✓	✓	✓	✓			
V. Brown, PMP	24	10%	MA/BA History	✓						✓		✓	✓		✓
J. B. Simental	10	10%	BS. Architecture			✓	✓			✓					✓

Edward H. Martinez, P.E., Program Manager (PgM), Principal Engineer		
Project Role	Program Manager, Principal Engineer in Charge, Solid Waste Services	
Education	B.S. Civil Engineering, New Mexico State University, 1984	
Qualifications / Certifications	Registered Professional Engineer, New Mexico No. 13731; Certified Environmental Reviewer; HAZWOPER	
Years of Experience	38 years	

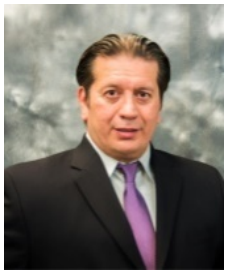
Mr. Edward Martinez, P.E., is the founder and President of Zia. He has served as Principal Engineer, and PM on projects of various complexities and will serve as the overall Program Manager and Principal Engineer for various projects under this contract including engineering, drainage and solid waste services. As President of Zia, Mr. Martinez has the authority to insure that adequate resources are provided to projects to meet schedule and budget needs.

He has also prepared and managed master drainage plans/analyses and investigations, regulatory compliance and permitting, including NPDES, surface hydrology and hydraulic systems, water and wastewater, municipal utilities, environmental compliance, and water rights. He has conducted runoff and floodplain analyses on basin-wide river systems and urbanized runoff analyses for individual projects and watersheds.

Mr. Martinez has an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling dating to the early 1980's. He has also directed and/or managed investigation and/or closure of over 35 landfill facilities throughout the Southwest. He has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects. He has also been involved in design and permitting of various MRFs, transfer and convenience centers.

He has conducted and supervised numerous investigations for environmental due diligence, air quality impacts, surface and groundwater hydrology, soil remediation, remedial systems design, and, site characterizations. His expertise includes analysis of both air quality and surface / groundwater impacts associated with various projects

Mr. Martinez has also provided expert witness testimony for projects related to groundwater and soils contamination and has supported several clients in depositions and expert witness roles related to environmental compliance and drainage issues.

Ronald M. Trujillo, PE • Civil Engineering		
Project Role	Civil / Environmental Engineering, Solid Waste, Construction Phase Services	
Education	B.S. Civil Engineering, New Mexico State University, 1988 Graduate Studies in Construction Contracting and Traffic Engineering, University of New Mexico	
Qualifications Certifications	Registered Professional Engineer, NM License No. 12584	
Years of Experience	33 years	

Mr. Trujillo has 33 years in project management and construction management on complex engineering projects across the State of New Mexico. At Zia he has designed and performed Quality Assurance/Quality Control (QA/QC) reviews for waterlines, drainage, and roadway projects; developed solid waste management plans; assisted in the monitoring of landfill gases and in landfill projects that involved lining and venting landfills. He has also performed QA/QC reviews, and spill prevention control and countermeasure plans (SPCC).

Mr. Trujillo has 19 years of experience with NMDOT's Plans, Specifications, and Estimates (PS&E) Bureau as Bureau Manager. This included involvement with project letting, authorization, letting administration, contracts, and standards and specifications units, which are primary units of the PS&E Bureau. As a former Bureau Manager with NMDOT, he is familiar with coordinating with city, state, and federal agencies. Additionally with NMDOT, Mr. Trujillo has six years' experience in the Final Design Unit, Verifications Unit, Highway Design Section (which included geotextile lining for slope protection of roadways); and Traffic and Bridge Design and Drainage Sections.

Carmella Apodaca Irwin • Engineering Design	
Project Role	Staff Engineer / CAD
Education	BS: Civil Engineering, New Mexico State University, 1985
Qualifications / Certifications	NPDES & SWPPP, Civil 3D CAD Design
Years of Experience	30 years

Ms. Irwin is a civil engineering leader with more than 30 years of experience in providing thorough, quality management of all aspects of irrigation projects mainly focused on Farming, and livestock watering facilities for Ranching. She worked directly with NRCS personnel and landowners on engineering problems in connection with investigating and determining feasibility, preparing cost

estimates, planning, designing, and installing practices. She is skilled in complex problem solving and the implementation of innovative procedures to ensure health and safety compliance.

As a civil engineer for the U.S. government, Ms. Irwin conducted multiple trainings including Concrete Lined Ditch Design, Pipeline Design, Irrigation Water Management, Total Station, Trimble, Topcon, AutoCAD, Irrigation System Design, Surveying, Hydraulics; Land Leveling.

Miguel A. Martinez, CSP. • Safety / Environmental and Taffic Modeling / Permitting	
Project Role	Safety/Environmental Compliance/Environmental Permitting
Education	B.S. Chemical Engineering, New Mexico State University, 1992
Qualifications / Certifications	RABQSA ISO 14001:2004 EMS Auditor Certified Environmental and Safety Compliance Officer 40 Hour HAZWOPER / Supervisor DOT Hazardous Waste Training Industrial Incipient Fire Training
Years of Experience	31 years

Mr. Martinez has a very broad spectrum of experience in the environmental and engineering fields. His environmental experience includes projects covering the management of RCRA and groundwater remediation programs, designing an Environmental Management Information System, water reclamation, treatment, storage and disposal of cooling tower effluent, groundwater and soils contamination delineations, designed and implemented an ISO 14001 program, Title V and New Source Review permitting, Mine Safety and Health Administration Surface Miner Instructor, and Terminal and Tank Farm Environmental and NESHAP Management.

Mr. Martinez has supported City of Las Cruces projects including permitting of the solid waste recycle center, air permitting of the cogeneration units for the wastewater treatment plant, process safety management for the Utilities Division and permit renewal for the wastewater reuse plant.

He has also provided air quality, environmental permitting and safety support on Zia contracts with WSMR, Spaceport America and Fort Bliss. He also provides compliance support for industrial stormwater management permitting and industrial wastewater pretreatment programs for many of the City's industrial dischargers.

Joseph Sandoval • Senior Civil Designer		
Project Role	Sr. Engineering Designer, Project Manager, Construction Phase Services	
Education	Associates Civil/Survey Technology, 2013	
Qualifications / Certifications	NPDES SWPPP Designer AutoCAD Civil 3D AutoCAD Revit AutoCAD Storm and Sanitary Analysis AutoCAD Mad3D	
Years of Experience	18 years	

Mr. Sandoval's overall experience in civil design includes full residential, commercial site development and drainage. He is very hands on within the design process from coordinating and

delegating project budgets and tasks to civil design including site drainage analysis, grading design including single and multiple parcel subdivision development, utilities including pipe networks, erosion control (including SWPPP reports), landscape requirements, design and preparation of construction documents.

Mr. Sandoval has site development design experience including commercial, subdivision single- and multiple-parcel development, landscape requirements, layout design, demolition, grading and drainage utilities, erosion control, and preparation of construction documents. His road design experience includes vertical and horizontal alignments, slope design, milling and paving, drainage analysis, utility coordination, and traffic control. Design and modeling programs he has used include AutoCAD, AutoCAD Civil 3D, AutoCAD Revit, AutoCAD Storm and Sanitary Analysis, AutoCAD Mad3D, and Microsoft Office.

Jesse Betancourt-Simental, Designer/CADD	
Project Role	Designer / CADD / Construction Inspection
Education	A.D. in Drafting and Design/, Doña Ana Community College, 2013 Bachelor of Science in Architecture at Texas Tech University, 2016
Qualifications / Certifications	BIM/CAD Designer AUTODESK Education Team (Building Performance Analysis)
Years of Experience	10 years

Mr. Jesse Simental brings a diverse background in civil & architectural design. His experience includes civil site development & full design services with residential, commercial, and federal entities. Mr. Simental has experience in site and road drainage analysis, grading, development design, including single and multiple parcel subdivision development, utilities, erosion control, landscape requirements, design of layout, and preparation of construction documents. He has gained experience in design services as part of the design and project management team for several projects to include: Lordsburg High School renovation and Curry County Detention Center addition & renovations. He has participated in projects from preliminary design up to construction documents & construction administration delivering satisfaction & quality services for his clients.

Victoria Trujillo Brown, PMP • Senior Scientist		
Project Role	Project Manager/Senior Scientist	
Education	M.A. History, NMSU, 2008 BA History, New Mexico State University, 2000	
Qualifications/ Certifications	Project Management Professional (PMP) NM Historic Preservation Office Permitted Qualified Supervisory Personnel in History BLM Permitted Field Supervisor OSHA 40hr HAZWOPER / Supervisor AHERA Asbestos Inspector / Management Planner	
Years of Experience	24 years	

Victoria T. Brown is a project manager with more than 24 years of professional experience in New Mexico and the Southwestern United States. Ms. Brown conducts and manages ASTM Phase I and II Environmental Site Assessments, as well as environmental sampling and surveys including: vapor, soil and groundwater sampling; Covid-19 wastewater and industrial pre-treatment sampling;

asbestos inspection and management planning; wetlands studies; radon sampling; radiation testing; vapor and indoor air surveys; noise and vibration surveys; as well as lead and mold surveys.

Ms. Brown conducts fieldwork, report writing, technical editing, health and safety plans, quality control plans, QA/QC reviews, excavations and data recovery. Additionally, Ms. Brown conducts has completed multiple Environmental Assessments, Categorical Exclusions, Environmental Information Documents and other NEPA related documents.

She is very experienced in development of presentation information and has been responsible for putting together public information packets, preparing posters and other visual aids for public meeting(s), and participating in public meetings as an expert in her field. She has previously served as Zia's Project Manager on multiple master services contracts and individual assigned City projects over the last 14-years.

2.2.1 SUBCONTRACTORS

Structural Design: *Stubbs Engineering Inc.*			
Address	277 E. Amador Ave. Suite 200, Las Cruces, NM 88001	**Phone**	(575) 993-5228

Stubbs Engineering, Inc. was founded by **Michael A. Stubbs, PE, (NM License # 16814)** DBIA in 2010, to provide superior Structural Engineering services to southern New Mexico and West Texas. Mr. Stubbs has over 15 years of experience in structural engineering and construction including commercial projects, religious facilities, schools, municipal buildings, medical offices, and hospitals to industrial facilities.

Stubbs Engineering's focus is on providing creative structural designs that provides clients with the aesthetics they desire at the most economical method possible. Michael Stubbs has vast experience in both design and construction methods. This experience gives him the unique ability to provide a level of service beyond that of normal structural engineering. His experience includes: Las Cruces High School (ongoing), Las Cruces Sun-News, Rio Grande Medical Office, Building (Las Cruces, NM), Las Cruces City Hall Solar Panels, NMSU – Stewart Street Tunnel Collapse.

Electrical / Mechanical / SCADA Design: RBM Engineering, Inc.			
Address	1065 S. Main Bldg. D Ste A, Las Cruces, NM 88005	**Phone**	(575) 647-1554

RBM Engineering, Inc. was created in 1993 as a firm specializing in mechanical, electrical and plumbing consulting engineering. RBM has a long history of work experience in the Las Cruces / El Paso area and combines the experience of three different firms: Morris, Toothman & Associates; Fluid Systems, Inc.; and Coupland Moran Engineers, Inc. RBM currently employs nine engineers, designers, and E.I.T.s.

Mr. Bryan Morris, P.E., (NM License #3408) is the President of RBM Engineering. Mr. Morris has over 25 years of experience as an Electrical Engineer. Bryan has dealt with all aspects of the consulting engineering business, from project management, to coordinating with the owner, utilities, and other design professionals. He has additional experience in studies of facility electrical distribution systems, facility surveys and reports and teaching a lighting course at a vocational school.

Traffic Impact Studies / Transportation Modeling: Civil Tranformations, Inc. (CTI)			
Address	2929 Coors Blvd. NW, Suite 309 Albuquerque, NM 87120-1425	**Phone**	505.508.3374

Civil Transformations Inc. (CTI) provides state-of-the-practice infrastructure planning and engineering services for multi-disciplinary projects of various sizes with emphasis in all facets of transportation and traffic engineering, including: conceptual analysis, location studies, geometric design, transportation planning, traffic engineering, safety evaluations, ITS, and construction administration. , CTI provides field collection of traffic counts to traffic modeling and simulations to infrastructure designs.

Mr. Timothy Simmons, PE (NMPE #12722) has over 34 years of experience including all facets of transportation and traffic engineering that has included numerous traffic studies, geometric designs and roadway PS&E packages. Types of studies Mr. Simmons has been responsible for have included interchange access change requests (IACR); traffic operations and safety evaluations; warrant studies; traffic impact analyses of site development; transportation master plans; signal timing plan development; neighborhood traffic calming; bicycle/pedestrian studies; and complete streets evaluations. In addition, Mr. Simmons has participated in public involvement activities for these studies, including presentations, charrettes, and project workshops. Also, Mr. Simmons has designed or overseen designs of more than 150 traffic signals and 30 lighting projects, hundreds of miles of communications media (copper, fiber, wireless), and numerous traffic control plans.

Geotechnical Assessments: *COZ Engineering*			
Address	PO Box 13331 Las Cruces, NM 88013	**Phone**	(575) 642-7671

Zia will utilize the COZ Engineering for geotechnical work under this contract. **Mr. Dan Cosper, P.E. (NM License # 14477)** is the owner and principal engineer for COZ. He has over 20 years of experience in geotechnical and construction materials engineering. Mr. Cosper has provided geotechnical evaluation and reporting for projects including pavement sections, retaining walls and drainage structures. He has performed wastewater treatment plant design including embankments, slopes and borrow areas. He has provided project management on projects involving foundation design for bridges, commercial and industrial structures, municipal water storage tanks, and lift stations. Mr. Cosper has a B.S. in Geological Engineering from NMSU.

Utilities Engineering / Utilities Network Analyses; Cobb Fendley			
Address	11427 Rojas Dr Ste B, El Paso, TX 79936	**Phone**	(575) 650-0649

Since its founding in 1980, CobbFendley has evolved into a versatile infrastructure solutions provider, offering a range of integrated services. Our work history was built on private utility relocations and has expanded to include fundamental and specialized services needed to complete the most innovative projects. CobbFendley was founded on providing utility solutions and today we're a trusted partner in the design for new utility facilities and the design of relocations for existing facilities.

Chris Almy, P.E. (NM License #19120), who is a resident of Las Cruces, will serve as a supervising engineer for Cobb Fendley. Mr. Almy has 17 years of experience in civil and water resources engineering. Mr. Almy has studied and conducted projects in ET Instrumentation, ASTER Observations of Water Surface Temperature for Elephant Butte Reservoir, Investigated ET Depletion of Treated and Non-Treated Saltcedar in the Elephant Butte Reservoir Delta and of Crop ET for Doña Ana County, NM. He is familiar with the requirements for land development,

roadway and utilities projects. He has participated in projects from feasibility through construction, including plan development, survey, design, specification preparation, construction, and inspections. He earned his B.S and M.S. in Civil Engineering from NMSU.

Surveying Services: Gem Surveying			
Address	4405 Johnson Lane, Las Cruces, NM 88011	**Phone**	(575) 635-0176

GEM Surveying, LLC offers Land Surveying, Topographic Mapping, ALTA/ACSM Land Title Surveys and Construction Staking in New Mexico, Texas, Colorado and Arizona. We offer Land Surveying and construction layout for New Mexico, Colorado, Texas and Arizona. We are a small firm specializing in rural, large area surveys and specialty construction staking. Drawing on over 100 years of combined surveying experience, we will work diligently and quickly to achieve the task set before us. Our staff consists of two licensed surveyors and experienced CAD technicians and field technicians. We have years of experience presenting projects to city councils and local governments.

2.2 Principal Member / Officer of Zia Responsible for Administration of Contract and Engineering Professional In Direct Charge of Work

Edward Martinez, PE - President / Principal Engineer (NM-PE License # 13731)
755 S. Telshor Blvd., Suite Q-201, Las Cruces, NM 88011
575-680-1996 / ehmartinez@ziaeec.com

2.3 Location Where Work Will Be Performed

Zia anticipates that at least 80% of the work performed on assigned tasks under this contract will be completed by our Las Cruces based staff through our local Las Cruces office and/or subconsultants offices located in Las Cruces. Up to 15% of the work effort may be completed by staff in our Albuquerque office or subconsultants located in Albuquerque and potentially up to 5% of the work may be completed by subconsultants located in El Paso offices. Zia anticipates approximately 70% of the work will be self-performed.

3.0 PERFORMANCE OF THE FIRM

3.1 Project Descriptions

Provided in this section are the required three past contracts similar in scope with references.

Project Title	Contract Number
Feasibility and Environmental Analyses, Civil Design and Permitting Services for Commercial Solar Sites	CED-ZIA Master Services Agreement
Owner and Contact Information	**Capacity Held**
RWE Clean Energy (Previously - Con Edison Clean Energy Businesses) 100 Summit Lake Drive Valhalla, NY 10595 Greg Carey - Project Developer Gregory.Carey@rwe.com Office +617- 834-8568	**Zia's Role: Prime Contractor** **Contract Amount** $949,773 – (2021 – 2023) **Contract Durations** 09//2021 – present

Zia was selected by Con-Edison Clean Energy Business (since renamed RWE Clean Energy) to provide feasibility siting, preliminary coordination, environmental assessments and clearances, civil site design and agency permitting and zoning support for approximately 15 sites throughout New Mexico. Zia provided initial siting and feasibility analysis support for approximately 5-sites in Dona Ana County and west Texas areas related to potential projects with El Paso Electric and has also provided environmental investigations, zoning, permitting and civil and electrical site design services for up to 5 sites within the Public Service Company of NM service area and an additional 5 sites within the XCEL Energy service area. Zia is currently the exclusive engineering and environmental support consultant to Con-Edison (RWE) within New Mexico.

Feasibility siting support has consisted of determination of potential transmission distribution layout to include base mapping or layout of transmission systems in the New Mexico portion of the EPE service area as well as related substation locations. Once the transmission systems information was obtained, as well as resources from County and federal data sources, Zia identified potential locations that may be suitable for siting solar array facilities.

Sites suggested and located by Zia were presented on aerial and/or assessor basemaps which identified land ownership and approximate acreage. For selected sites, Zia conducted pre-feasibility screening to include: terrain/wetlands and drainage ways; zoning compatibility and/or zoning process; desktop review of potential cultural and biological issues if any; and desktop review of suitability of site soils for proposed solar array installation; and site access descriptions. For solar site assessments work Zia provided a review of title, zoning, and permitting requirements, as well as environmental and physical conditions reviews of proposed sites.

Civil site design and permitting support has included zoning support for proposed approximatgely 30-35 acre commercial solar projects and formal civil site design and development of construction drawings for the proposed project. Specific activities have included zoning support, preconstruction surveys, drainage analyses and civil site design, SWPPP documents preparation, site permitting.

Project Title	**Contract Number**
Environmental Compliance, Civil Design, Master Planning	23-495-P770-23015
Owner and Contact Information	**Zia's Role – Prime Contractor**
NEW MEXICO SPACEPORT AUTHORITY Melissa K. Force / General Counsel Melissa.Force2@spaceportamerica.com Office +1 575 267-8558	**Contract Amount** $1,747,669.61 (2006– 2026) **Contract Durations** 07/01/2023 – 06/30/2026 (Original Start in 2006)

Since 2006, Zia has provided a wide range of environmental, civil engineering, environmental compliance and cultural and natural resources services with New Mexico Spaceport Authority (NMSA). NMSA contracted Zia to complete various on-call environmental and civil planning and design tasks for the Spaceport America site in Doña Ana and Sierra Counties. Work is coordinated through the BLM, New Mexico State Land Office, and NMDOT.

Much of the work is conducted as part of an Environmental Impact Statement (EIS) for a site license issued by the Federal Aviation Administration. Zia provided initial NEPA support to

Spaceport America for the original FAA permit for the facility. This included cultural and biological surveys of the vertical and horizontal launch areas and other infrastructure locations, totaling over 3,000 acres to support the Environmental Impact Statement.

Zia was also part of the originally awarded consultant management team to provide support for development of the facility's safety and environmental compliance programs.

Since the original NEPA support, Zia has continued to provide planning, environmental surveys and clearances and civil design services related to infrastructure expansions and planned test activities. Currently Zia is providing engineering design of roadway projects, drainage analysis, water line systems design and feasibility and master planning support services under various tasks.

Project Title	Contract Number
Las Alamedas Development Master Planned 3,000-acre Community, Las Cruces. Master Planning, Drainage Analysis, and Design Services.	Various awarded contracts since 2004
Owner and Contact Information	**Zia's Role – Prime Contractor**
ALAMEDA LAND INVESTMENT CORP. Phillip Custer maxpopo@aol.com Office +1 505 264-6062	**Contract Amount** $880,000 (2004– present) **Contract Durations** 2004 - current (Original Start in 2004)

Zia has provided master planning, platting, design, drainage analysis, traffic impacts studies and other environmental and engineering services for this 3000-acre master planned, mixed-use development on the east mesa of the City of Las Cruces. This project was originally master planned in the mid 1980's; several of Zia's personnel actively worked on this major undertaking. Portions of the master planned project was designed by team members (who are now with Zia) and built during the 1980's. Starting in about 2000 the project was re-energized. Since that time, Zia has been providing professional services for the planning, flood plain analysis and drainage, design of infrastructure, platting, surveying and other related services.

Zia provided professional services that included surface hydrologic modeling; subdivision planning and platting; site roadway, utilities master planning and design; hydrologic/hydraulic analysis, floodplain mapping; and design of hydraulic structures. The work involved analysis of three major watersheds impacting the City of Las Cruces and included detailed residential and commercial subdivision design along with related hydraulics systems design and analysis for more than 1000 acres of the development. To date, more than 15 separate design and construction packages have been developed to include design construction drawings, specifications and bid documents.

ATTACHMENTS

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC**

DBA: **ZIA ENVIRONMENTAL & ENGINEERING CONSULTANTS**
755 S TELSHOR BLVD STE Q201
LAS CRUCES, NM 88011-3614

Expires: **12-May-2024**

Certificate Number:

L0197253552

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 5

Type	Number
Business Registration License - PROFESSIONAL SERVICE	15115-22
	Issue Date
	05/02/2023
	Expires
	5/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Zia Engineering & Environmental Consultants, LLC

755 S TELSHOR Blvd
STE Q201
Las Cruces. NM 88011

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-051 GENERAL ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-051 dated June 1, 2024 between the CITY and Zia Engineering & Environmental Consultants, LLC (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-051 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

24-117

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Joe Padilla	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

TYPE OF ACTION: **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY24 budget and FY24 CIP.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:

Exhibit "A" Fund Summary
Exhibit "B" FY2024-2029 CIP
Attachment "A" Grant Listing
Attachment "B" QOL-S - NMAAA ARP Subaward - fully executed - exp 06-30-2024
Attachment "C" QOL-S - Munson Construction IGA A23H-2019 fully exec - 05-20-2024
Attachment "D" QOL-S - Benavidez Sen Ctr RENO IGA A23H-2017 fully exec - 05-20-2024
Attachment "E" FY24 780-P707-00510 LCPD executed Contract

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
VARIOUS	VARIOUS	VARIOUS

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

Does this action amend the Capital Improvement Plan (CIP)?

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote “Yes”; this will approve the Resolution to accept the budget adjustments as presented and amend the City’s FY2024 Budget and FY2024 CIP.
2. Vote “No”; this will not approve the Resolution to adjust the FY2024 Budget and FY2024 CIP as presented and return the funds to the granting agency.
3. Vote to “Amend”; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to “Table”; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 24-117

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP).

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby amends the FY2024 City Budget accept all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2024 CIP, is hereby amended as outlined in Exhibit "B", attached hereto and made part of this Resolution, are hereby approved.

(III)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	2100 SPECIAL REVENUE REIMB GRANTS 2023-24			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 698,496	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	1,538	0	1,538
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	247,000	185,500	0	185,500
Federal Grants	14,620,646	19,024,511	84,500	19,109,011
State Grants	5,898,088	14,429,215	19,711	14,448,926
Local Grants	26,065	34,983	0	34,983
Debt Service	0	0	0	0
Total Revenues	**20,791,799**	**33,675,747**	**104,211**	**33,779,958**
TOTAL RESOURCES	**$ 21,490,295**	**33,675,747**	**104,211**	**33,779,958**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	10,000,000	13,854,440	0	13,854,440
Legal	0	0	0	0
Las Cruces Police Department	2,707,818	6,746,580	19,711	6,766,291
Las Cruces Fire Department	1,314,070	1,771,575	0	1,771,575
Utilities	875,000	1,253,926	0	1,253,926
Economic Development	2,497,596	5,647,596	0	5,647,596
Internal Audit	0	0	0	0
Assistant City Manager-400	501,795	629,477	0	629,477
Human Resources	0	0	0	0
Financial Services	412,656	375,097	0	375,097
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	300,000	0	300,000
Parks & Recreation	9,793	384,334	0	384,334
Community Development	338,931	268,750	0	268,750
Quality of Life	1,769,141	2,095,077	84,500	2,179,577
Public Works	365,000	348,895	0	348,895
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,791,799**	**33,675,747**	**104,211**	**33,779,958**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 698,496**	**0**	**0**	**0**

RESOLUTION DATE 05-20-2024

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	4100 CAPITAL PROJECTS REIMB GRANTS 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ (0)	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	7,108,138	6,417,825	0	6,417,825
State Grants	12,716,645	23,584,043	1,746,063	25,330,106
Local Grants	851,264	861,264	0	861,264
Debt Service	0	0	0	0
Total Revenues	**20,676,047**	**30,863,132**	**1,746,063**	**32,609,195**
TOTAL RESOURCES	**$ 20,676,047**	**30,863,132**	**1,746,063**	**32,609,195**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	330,000	732,730	0	732,730
Utilities	0	0	0	0
Economic Development	876,147	3,597,861	0	3,597,861
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	3,323,869	5,842,094	0	5,842,094
Community Development	0	0	0	0
Quality of Life	0	690,746	0	690,746
Public Works	15,776,031	19,629,701	1,746,063	21,375,764
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 20,676,047**	**30,863,132**	**1,746,063**	**32,609,195**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (0)**	**0**	**0**	**0**

RESOLUTION DATE 05-20-2024

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Exhibit "B"

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	230,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, **Taxes**
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 1,092,804**	**$ 630,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	255,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 3,292,804**	**$ 3,366,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,690,501						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	82,003	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 1,779,504**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - Communication and Cashier Offices Construction 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	410,485	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,312,166	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	8,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,731,099**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,510,603**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Newly Funded Projects							
LRU Runway 4/22 Rehabilitation	2,710,000	455,000					**Grants,** Taxes, Other
Las Cruces Airport - Total Newly Funded Projects	**$ 2,710,000**	**$ 455,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	519,354						**Grants, Taxes, Other**
LRU Equipment and Vehicles	450,000						
LRU Passenger Terminal	191,037		8,608,963				Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	219,417				4,200,000	8,400,000	Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902				13,500,000		Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982	170,000					Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,773,692**	**$ 170,000**	**$ 8,608,963**	**$ -**	**$ 17,700,000**	**$ 8,400,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	150,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 150,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Las Cruces Airport - Future Projects							
LRU Utility Infrastructure Improvements		4,500,000					Bonds, Grants, Taxes, Other
LRU Commercial Hangar Design and Construct		2,800,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct			650,000				Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8/26 and 12/30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Passenger Air Service Infrastructure Revitalization			15,200,000				Grants, Taxes, Other
LRU Fuel Farm Relocation & Expansion			1,900,000				Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades			1,600,000				Grants, Taxes, Other
LRU Passenger Terminal Parking			1,200,000				Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities				750,000			Grants, Taxes, Other
LRU Taxilane Extensions				3,400,000			Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 9,024,647**	**$ 20,675,000**	**$ 4,275,000**	**$ 2,625,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 4,633,692**	**$ 9,724,647**	**$ 29,358,963**	**$ 4,350,000**	**$ 20,400,000**	**$ 19,940,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Newly Funded Projects							
Children's Museum Facility	690,746	100,000	400,000	5,500,000			Bonds, **Grants**
MV Community of Hope - Campus Extension (Amador Crossing)	2,500,000	5,000,000					**Grants**
MV Community of Hope - The Kitchens	1,866,500	1,125,000	7,000,000	2,700,000			**Grants**
MV Community of Hope - Flooring	10,317						**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	250,000						**Grants**
Non-Profit Organizations - Total Newly Funded Projects	**$ 5,317,563**	**$ 6,225,000**	**$ 7,400,000**	**$ 8,200,000**	**$ -**	**$ -**	
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	2,572,861						**Grants**
MV Community of Hope - Solar Project	400,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	651,942	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	1,188,500						**Grants**
MV Community of Hope - Health Facility Improvements	1,853,922						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 6,667,226**	**$ 1,847,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
MV Community of Hope - Patio to Office Remodel				1,000,000			Grants
MV Community of Hope - Jardin de los Niños Security Improvements				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 4,922,349**	**$ 4,150,000**	**$ 5,200,000**	**$ 4,000,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 11,984,789**	**$ 12,994,349**	**$ 11,550,000**	**$ 14,000,000**	**$ 4,000,000**	**$ 4,000,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Newly Funded Projects							
Klein Park Improvements	210,000	590,000					**Grants,** Taxes
Light Poles at Hadley Fields	177,000						**Taxes**
Parks and Recreational Facilities Structural Renovations	300,000	399,000	125,000				**Grants,** Taxes
Park Drinking Fountains	279,326	70,000	70,000				Grants, PIF, **Taxes**
Trail Renovations	100,000	400,000	500,000	500,000	500,000	500,000	Bonds, **Grants**
Various Park Restroom Replacement/Repairs & Upgrades	435,417	360,000					**Grants, PIF**
Veterans' Memorial Park Enhancements	247,500	412,500	662,500	662,500	662,500	662,500	Bonds, **Grants**
Parks & Recreation - Total Newly Funded Projects	**$ 1,749,243**	**$ 2,231,500**	**$ 1,357,500**	**$ 1,162,500**	**$ 1,162,500**	**$ 1,162,500**	
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	353,635						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	2,364,000						**PIF, Taxes**
Ballfield/Soccer Field Renovations & Upgrades	820,236	834,600	144,000	3,200,000			**Grants**
Chandler Tank Park	1,082,035						**Bonds, Taxes**
Dona Ana Move Trail	690,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	149,189						**Taxes**
Highland Park	2,028,552	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	257,015						**Grants, Taxes**
Las Cruces Lateral RTP Trail	489,011						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	-						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds,** Grants
Meerscheidt Recreation Center Improvements	19,362	312,638					Grants, **Taxes**
New Skate Park - Plan & Design	550,000	800,000					**Grants**
Park Drinking Fountains	279,325						
Parks Smart Controllers & Pumps	150,001						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements	835,699	600,000	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	476,026						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	1,070,000	836,500	1,650,000	500,000			**Grants, PIF**
Tortugas Trail	75,000						**Grants**
Wayfinding Signage	1,183						**Grants,** PIF
Parks & Recreation - Total Carryover Projects	**$ 13,790,269**	**$ 3,994,588**	**$ 2,394,000**	**$ 4,400,000**	**$ 600,000**	**$ 700,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	1,300,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Median Landscaping	1,221,610	200,000	200,000	200,000	200,000	200,000	**Grants**, Loans, Taxes
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF,** Grants
Neighborhood Parks	972,835	500,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Parking Lots Veterans' Park Parking Lot BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park	2,640,881	907,500	252,500	272,700	272,700	272,700	**Bonds, Grants, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 6,779,140**	**$ 2,631,500**	**$ 1,976,500**	**$ 1,996,700**	**$ 1,996,700**	**$ 1,996,700**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Parks & Recreation - Future Projects							
Multi-Use Recreation Center		60,000,000					Bonds, Grants
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Benavidez Park			500,000				Grants
Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades			134,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			80,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 60,343,000**	**$ 823,500**	**$ 6,411,500**	**$ 40,000**	**$ 1,200,000**	
Total Parks & Recreation	**$ 22,318,652**	**$ 69,200,588**	**$ 6,551,500**	**$ 13,970,700**	**$ 3,799,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	434,492						**Taxes**
Fire Station 2 Bay Remodel	100,000						**Grants**
Fire Station 5	100,000	214,000	230,000				Bonds, **Grants**, Taxes, Other
1 - North/South Aprons 2 - Parking Lot 3 - Improvements							
Fire Station 6 Repairs	100,000						**Grants**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Real Time Crime Center (RTCC)	1,100,000	250,000					Grants, **Taxes**
2024 Legislative Appropriations		*650,000*					
Public Safety - Total Newly Funded Projects	**$ 833,492**	**$ 334,000**	**$ 230,000**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	199,026	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	348,895	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	37,598	400,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000	500,000	25,000	25,000	25,000	25,000	**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,053,519**	**$ 4,670,315**	**$ 218,400**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Police Department Equipment							Grants
Technology Equipment							
2023 Legislative Appropriation		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement					5,165,000		Taxes, Grants
1 - Land Acquisition							
2 - Plan, Design, Construct, and FF&E							
3 - Demolition							
Downtown Public Safety Complex						57,000,000	Bonds, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 7,981,000**	**$ -**	**$ 334,000**	**$ 5,495,000**	**$ 66,270,000**	
Total Public Safety	**$ 3,317,011**	**$ 14,605,315**	**$ 948,400**	**$ 859,000**	**$ 6,020,000**	**$ 66,295,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
University Ave. Complete Street Improvements							
El Paseo Rd.							
Idaho Ave							
Lift Up Las Cruces - Street Improvements	595,000	600,000	600,000	600,000	600,000	600,000	**Grants**
Mesquite Historical District Renovations	1,025,000						**Grants**
Resiliency	3,000,000	1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	**Bonds**
University Ave. Complete Street Improvements-Design	520,000	480,000					**Grants**, Bonds, Taxes
Public Works - Total Newly Funded Projects	**$ 12,280,000**	**$ 3,600,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 3,600,000**	**$ 3,600,000**	
Public Works - Carryover Projects							
Amador Hotel	3,086,723	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	2,676,899						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,103	4,815,197					**TIDD,** Taxes
Hadley Ave.							
Organ Ave.							
Casa Linda Acres Reconstruction	3,634,760						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	177,390						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage	1,617,088		900,000	500,000	500,000	500,000	**Grants, Taxes**
2023 Legislative Appropriation		*550,000*					
GO Bonds - ARPA Funding	2,506,687						**ARPA**
GO Bond 2022 - New Fire Station	9,800,000						**Bond**
GO Bond 2022 - Parks Improvements	1,960,000						**Bond**
GO Bond 2022 - East Mesa Recreation Complex	4,900,000						**Bond**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
GO Bond Q1 - Park & Sport Field Improvements & Additions	45,517						GO Bonds, PIF
GO Bond Q2 - New Animal Shelter Facility	49,997						GO Bonds
GO Bond Q3 - New Fire Station No. 3 Building	29,164						GO Bonds
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions	7,065						GO Bonds
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997	1,000,000					Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,652						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,308,139						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,010,523						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements	1,236,959	850,000					Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	69,808						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	3,196,542						Bonds
Villa Mora Dam Park Study	612,588						Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	982,250						Bonds, Grants
Public Works - Total Carryover Projects	**$ 48,997,207**	**$ 10,903,103**	**$ 3,850,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap	5,115,779	350,000	350,000	350,000	350,000	350,000	Bonds, Taxes
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements EBID Drains & Laterals Land Acquisition Other Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works Flood Control Rights of Way East Mesa Other	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements Pavement Condition Index Improvements Pavement Overlays Pavement Replacement Pavement Treatment	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	Taxes
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	Taxes
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	Taxes
Traffic Signal Program Bataan Memorial at Rinconada	514,847	500,000	500,000	500,000	500,000	500,000	Taxes
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	Taxes
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	Taxes
Weed Control & Maintenance Program City Rights of Way Las Cruces Dam Ponds	95,000	100,000	100,000	100,000	100,000	100,000	Taxes
Public Works - Total Annual Projects	**$ 23,395,589**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 29,984,750**	**$ 7,068,000**	**$ 8,723,200**	**$ 7,604,000**	**$ 7,369,400**	
Total Public Works	**$ 85,192,796**	**$ 56,657,853**	**$ 25,958,000**	**$ 26,963,200**	**$ 23,144,000**	**$ 23,159,400**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Frank O'Brien Papen Center - Dining Room Floor	35,000	47,140					Grants, Taxes
Museum of Nature and Science - Atrium Redesign	50,000	15,000					**Grants**, Taxes
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 295,000**	**$ 62,140**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Benavidez Center Renovations	126,225	38,900					Bonds, **Grants,** Taxes
Branigan Cultural Center Improvements	287,714	93,000	1,000,000	1,000,000	1,200,000		**Grants, Taxes**
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	3,165,327						**Grants**
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 4,938,564**	**$ 5,980,080**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles *2023 Legislative Appropriation*		30,000 *310,000*	280,000	280,000			Grants
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,478,500**	**$ 3,859,900**	**$ 4,048,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 5,342,070**	**$ 8,820,720**	**$ 6,809,900**	**$ 5,348,800**	**$ 4,542,500**	**$ 40,911,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	22,110,608	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 22,110,608**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 22,185,608**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	214,152						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 590,152**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 590,152**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
JHWWTF Rehabilitation	15,111,385						**Bonds**
Wastewater SCADA	596,277	296,569	196,569	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 15,870,886**	**$ 1,765,588**	**$ 196,569**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000						**WWIF**
Wastewater Septic Systems	2,171,467	1,472,100	1,619,000				**Other, Bonds, Grant**
Water Rehabilitation - NMFA	34,941						**Loans**
Water Utilities Bond Projects 2020A	3,558,786	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 5,930,194**	**$ 6,411,251**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	468,323	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	112,444	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	2,150,425	1,044,223					**Other**
Gas SCADA	290,871	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	1,117,906	405,000	125,000	125,000	125,000	125,000	**Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater Building Improvements	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							
Wastewater JHWWTF	69,219	727,835					**Other**
Wastewater Lift Station Renovations	50,000	100,000	50,000	100,000	50,000	100,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	1,631,309						**Other**
Wastewater Street Utility Rehabilitation	2,133,558	3,465,381	400,000		400,000		**Other**
Water Building Improvements	245,333	475,000	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	823,106	1,126,230					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,367,011	3,565,500				**Other**
Water Rehabilitation - Street Utility Rehabilitation	3,071,605	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	89,277	689,214	669,461	50,000	30,000	50,000	**Other**
Utilities - Total Annual Projects	**$ 12,598,444**	**$ 41,879,268**	**$ 11,333,262**	**$ 2,112,341**	**$ 1,780,000**	**$ 1,550,000**	
Utilities - Future Projects							
Water Transite Pipe ID and replace		5,000,000					Grants
Water Well Buildings		1,800,000					Other
Water Booster Station		1,006,771					Other
Water Pump Station Well Rehab		481,040	2,709,364				Other
Water Rehabilitation - Pump Station Rehabilitation		377,800	100,000	100,000	100,000	100,000	Other
Water Rehabilitation - Pump PRV		324,000					Other
Gas Rehabilitation - Regulator Stations		223,658	2,012,923				Other
Wastewater Jacob Hands Wastewater Treatment Facility		100,000	100,000	100,000	100,000	100,000	Other
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		50,000	50,000	50,000	50,000	50,000	Other
Wastewater Development Lift Station Upgrades	$ -		100,000				WWIF
Utilities - Total Future Projects		**$ 9,463,269**	**$ 5,072,287**	**$ 250,000**	**$ 250,000**	**$ 250,000**	
Total Utilities	**$ 34,399,525**	**$ 59,519,376**	**$ 18,221,118**	**$ 2,392,341**	**$ 2,060,000**	**$ 1,830,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	75,000	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 40,776,184**	**$ 16,053,228**	**$ 12,784,069**	**$ 12,492,500**	**$ 4,792,500**	**$ 4,792,500**	
Total Carryover Projects	**$ 108,798,740**	**$ 43,364,675**	**$ 19,665,363**	**$ 9,800,000**	**$ 20,350,000**	**$ 9,950,000**	
Total Annual Projects	**$ 48,267,778**	**$ 58,500,768**	**$ 26,829,762**	**$ 17,879,041**	**$ 17,301,700**	**$ 16,926,700**	
Total Future Projects	**$ -**	**$ 127,438,515**	**$ 57,381,687**	**$ 38,846,500**	**$ 23,416,500**	**$ 131,525,400**	
GRAND TOTAL	**$ 197,842,702**	**$ 245,357,186**	**$ 116,660,881**	**$ 79,018,041**	**$ 65,860,700**	**$ 163,194,600**	

Abbreviations and Notes:
- Indicates a Change
- *Pending funding noted in italic*
- **Current funding sources noted in bold**

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
TIDD - *Tax Increment Development District*
WIF - *Water Impact Fees*
WWIF - *Wastewater Impact Fees*

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 04/19/2024
Application Submission Date:
Requested Amount: $84,500.00
Award Notification Date: 09/15/2023
Funding Agency: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging

Grant Team Representative: Gabriela Prats
Council Budget Adjustment Date: 05/20/2024
Grant Award Amount: $ 84,500.00
Grant Agreement #: 2023-24-64014-ARP

CFDA #: 93.043, 93.044, 93.045, 93.052
Funder MUNIS CID #: 63264

PROJECT INFORMATION

Grant Project Title: American Rescue Plan SubAward
Type of Funding: Federal Operating
Grantor Type: Federal
Match Description: No Match Required-Provided
Match Source:
Grant Effective Date: 10/01/2023
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Type of Grant: Non-Competitive/Entitlement Recurring
Match Amount: $ 0.00
Match Percent/Ratio: N/A

Grant Reversion Date: 06/30/2024

To provide funds for Senior Programs services to promote the development of a comprehensive and coordinated delivery system to meet the needs of older individual from October 1, 2023 - June 30, 2024.

Does this grant involve Sub-Grantees or Pass Through Grants: ☑ **YES** ☐ **NO**

DEPARTMENT INFORMATION

Department: Quality of Life
Program: 0354A - Senior Nutrition
Email: ssaldana@lascruces.gov
MUNIS Dept. Number: 540

Line of Business: 0354 - Senior Programs
Project Manager: Sonia Saldana
Phone: 575-541-2464

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*

2100-20354001-599100- New project # 24068 - $10,000
2100-20354001-780050- New project # 24068 - $10,000
2100-20354001-599100- New project # 24069 - $25,000
2100-20354001-780050- New project # 24069 - $25,000
2100-20354002-599100- New project # 24070 - $25,000
2100-20354002-721080- New project # 24070 - $25,000
2100-20354002-599100- New project # 24071 - $24,500
2100-20354002-721080- New project # 24071 - $24,500

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Grant Application #: N/A
Project Code # 24068, 24069, 24070, and 24071
Set-Up Date: 04/24/2024
Date to Accounting: 04/19/2024

Accounting Department Info:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 04/22/2024
Grant Team Representative: Gabriela Prats
Application Submission Date: 7/1/23
Council Budget Adjustment Date: 05/20/2024
Requested Amount: $1,619,838.00
Grant Award Amount: $ 1,619,838.00
Award Notification Date: 01/08/2024
Grant Agreement #: A23H-2019
Funding Agency: State of New Mexico Aging and Long Term Services Department (ALTSD)

CFDA #:
Funder MUNIS CID #: 11

PROJECT INFORMATION

Grant Project Title: Munson Senior Center Construction
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Grantor Type: State
Match Amount: $ 0.00
Match Description: No Match Required-Provided
Match Percent/Ratio:
Match Source:
Grant Effective Date: 04/19/2024
Grant Reversion Date: 06/30/2027
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

To plan, design, construct, equip, and furnish the Robert P. Munson Senior Center.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Department: Public Works
Line of Business: 0255 - PUBLIC INFRASTRUCTURE
Program: 0255C - ARCHITECTURAL MGMT
Project Manager: Sreedevi Bhathala Mohanrai
Email: sbhathalam@lascruces.gov
Phone: 575-541-2538
MUNIS Dept. Number: 550

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*
REV: 4100-40255005-599200 = $1,619,838.00
EXP: 4100-40255005-801000 = $1,619,838.00

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Grant Application #: N/A
Project Code # 23219
Set-Up Date: 04/23/2024
Date to Accounting: 04/22/2024

Accounting Department Info:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 04/22/2024
Application Submission Date:
Requested Amount: $126,225.00
Award Notification Date: 01/04/2024
Funding Agency: New Mexico Aging and Long-Term Services Department

Grant Team Representative: Gabriela Prats
Council Budget Adjustment Date: 05/20/2024
Grant Award Amount: $ 126,225.00
Grant Agreement #: A23H-2017

CFDA #:
Funder MUNIS CID #: 11

PROJECT INFORMATION

Grant Project Title: Benavidez Senior Center Renovation
Type of Funding: State Capital
Grantor Type: State
Match Description: No Match Required-Provided
Match Source:
Grant Effective Date: 04/19/2024
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Type of Grant: Legislative Appropriation
Match Amount: $ 0.00
Match Percent/Ratio:

Grant Reversion Date: 06/30/2027

To plan, design, construct, equip, and furnish the Benavidez Senior Center.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Department: Public Works
Program: 0255C - ARCHITECTURAL MGMT
Email: sbhthalam@lascruces.gov
MUNIS Dept. Number: 550

Line of Business: 0255 - PUBLIC INFRASTRUCTURE
Project Manager: Sreedevi Bhathala Mohanrai
Phone: 575-541-2538

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*

REV: 4100-40255005-599200 = $126,225.00
EXP: 4100-40255005-801000 = $126,225.00

Capital Assets: ☑ **YES** ☐ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Grant Application #: N/A
Project Code # 23017
Set-Up Date: 04/23/2024
Date to Accounting: 04/22/2024

Accounting Department Info:

CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 04/22/2024
Application Submission Date:
Requested Amount: $19,711.00
Award Notification Date: 04/10/2024
Funding Agency: State of New Mexico Crime Victims Reparation Commission (CVRC)

Grant Team Representative: Crystal Silva
Council Budget Adjustment Date: 05/20/2024
Grant Award Amount: 19711.00
Grant Agreement #: 24-780-P707-00510

CFDA #:
Funder MUNIS CID #: 26

PROJECT INFORMATION

Grant Project Title: FY24 CVRC Intergovernmental Service
Type of Funding: State Operating
Grantor Type: State
Match Description: No Match Required-Provided
Match Source: N/A
Grant Effective Date:
Starting Fiscal Year of Grant: FY2024
Grant Scope of Work:

Type of Grant: Non-Competitive/Entitlement Recurring
Match Amount: 0
Match Percent/Ratio: 0

Grant Reversion Date: 06/30/2024

Support the acquisition of cellular phones for the Las Cruces Police Department and support broadband services and related equipment for the organization of the Las Cruces Police Department.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ **YES** ☑ **NO**

DEPARTMENT INFORMATION

Department: Police Department
Program: 0132A-Administration
Email: smullen@lascruces.gov
MUNIS Dept. Number: 320

Line of Business: 0132-Office of the Chief
Project Manager: Sean Mullen
Phone: 575-528-4101

ACCOUNT STRINGS:

Include the fund number - Object Description - Amount: *(2100 for General Grants/4100 for Capital Grants*

Revenue: 2100-20132001-599200-$19,711.00

Expense: 2100-20132001-701180-$19,711.00

Capital Assets: ☐ **YES** ☑ **NO**

Reimbursable Grant: ◉ **Revenue Collected in Advance:** ○

Grant Application #:
Set-Up Date: 04/24/2024
Project Code # 24510
Date to Accounting: 04/22/2024

Accounting Department Info:

Contract No. 2023-24-64014-ARP

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

AMERICAN RESCUE PLAN SUB-AWARD

This Agreement is made and entered into this 1st day of December 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Cruces, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. **SCOPE OF SERVICES**

A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.

C. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$84,500.00**. Said aggregate amount is to be derived from the following sources.

1. **$25,000.00** from ARP Title III-B of the OAA [Assistance Listing Number 93.044].

2. **$10,000.00** from ARP Title III-C1 of the OAA [Assistance Listing Number: 93.045].

3. **$25,000.00** from ARP Title III-C2 of the OAA [Assistance Listing Number: 93.045].

4. **$0.00** from ARP Title III-D of the OAA [Assistance Listing Number: 93.043].

5. **$24,500.00** from ARP Title III-E of the OAA [Assistance Listing Number: 93.052]; and

F. Payment for services shall be consistent with all applicable federal and state laws and regulations.

G. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.

H. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

I. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

J. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

K. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted.
5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to

expend all program income to expand or enhance the program/service under which it is earned.

7. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
8. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
9. Submit timely and accurate information necessary for reimbursement.
   a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
   b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year. The Subrecipient Contractor shall submit to the Agency utilizing OAA-SYS system provided by the Agency.
   c. Supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
   d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, are due by the 15th business day of the month following the end of the quarter.
   e. Quarterly program narrative reports by the 15th business day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal funds.
11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:
   1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
   2. Maintain communication and correspondence concerning consumers' status.
   3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.

4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department

of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.

G. *Budget Adjustment*

The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

H. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

I. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of October 1, 2023, through June 30, 2024. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

J. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be

otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

K. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

M. *Targeting and Outreach.*
The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*
The Subrecipient Contractor shall utilize the standardized survey instrument to obtain and evaluate consumer opinions of the quality of services received.

O. *Emergency Preparedness Requirements.*
The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

a. Subrecipient Contractor shall complete and submit the Agency's Contingency & Emergency Preparedness Response Plan annually.
b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency; currently contained within the Contingency & Emergency Preparedness Response Plan.
c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on October 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's

other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the
services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If

such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiations shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:
NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:
City of Las Cruces
Gabriela M. Prats, Grant Manager
P. O. Box 20000
Las Cruces, NM 88004

28. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. ~~All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured.~~ The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the

services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2023.

City of Las Cruces
Legal Name of Subrecipient Contractor

Signature

Ifo Pili, City Manager
Printed/Typed Name of Signatory

2/27/24
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

December 1, 2023
Date

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 19th day of April, 2024, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Las Cruces, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section, Paragraph 16, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A23H-2019 $1,636,200.00 APPROPRIATION REVERSION DATE: 30-JUN-2027
Laws of 2023, Chapter 199, Section 4, Paragraph 14, one million six hundred thirty-six thousand two hundred dollars, $1,636,200.00, to plan, design, construct, equip and furnish the Robert P. Munson senior center in Las Cruces in Dona Ana County.

The Grantee's total reimbursements shall not exceed one million six hundred thirty-six thousand two hundred dollars $1,636,200.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, sixteen thousand three hundred sixty-two dollars $16,362, which equals one million six hundred nineteen thousand eight hundred thirty eight dollars $1,619,838.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.
This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: ssaldana@lascruces.gov

Telephone: 575-541-2464
The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Gabriela Prats
Title: Grants Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: grants@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Sarah Jacobs
Title: Deputy Cabinet Secretary
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: sarah.jacobs@altsd.nm.gov
Telephone: 505-303-8684

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Las Cruces.

Entity Name

By: IKANI TAMOEPEAU.

(Type or Print Name)

Its: City Manager.

(Type or Print Title)

April 3, 2024.

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

4/19/2024

Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the last day of the month)

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(If applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #___

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Las Cruces.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Las Cruces's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

GUIDANCE FOR COMPLETING PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email SOW to CPB staff listed below in WORD format)

The Aging and Long-Term Services Department (hereinafter "ALTSD") has standardized the requirements for a Project Description/Scope of Work (hereinafter "SOW") to be incorporated as part of the legal contract for the project. A SOW must be submitted to ALTSD upon notice of a grant award and before a Grant Agreement (hereinafter "GA") can be drafted. A SOW is also a requirement of the grant application. The following information is required in a SOW:

1. **Name of Grantee** (The City, County, Village, Town, Tribal (Include Fiscal Agent Name if different than Grantee)
2. **Project Title** (Construction, Renovation, Code Compliance, Meals Equipment, Other Equipment, Vehicle
3. **Grant Agreement Number** (As indicated on the notice of grant award letter (example A22G2014)
4. **Background Narrative** – Stating how the project came to be, why the project/purchase is needed and describing what the project will accomplish.
5. **Work Plan** – Consisting of at least one paragraph describing the actual tasks that will be required to execute the project, including details and specifics about what is to be done, who is going to do it, the project proposed completion date, deliverables, and cost. (Example: "the funds will be used to plan, design, and renovate a __ sq. foot addition, to include __ sq. feet of carpet replacement, __ sq. feet of plumbing replacement, __ sq. feet of ceiling tile replacement, installation of __ ADA compliant doors with automatic door opener(s) and construction of __ sq. feet of asphalt pavement including base course and millings.")
6. **Budget Detail/Project Cost** – The "State Funds" section of the budget must equal the amount appropriated by the legislature for the capital project. Include and describe "other funds" available to the project. Art in Public Places is applicable to new construction or major renovation projects exceeding $100,000. One percent (1%) must be set aside for the acquisition of art for the facility.[1]
7. **Performance Measures –** Explain specific tasks that will be accomplished and how you will measure that task
8. **Results Expected –** Explain the benefits to the community being served and the objectives that will be met.
9. **Time Frame/Milestones** – List the activities and tasks to be accomplished in sequential order, in other words – when is purchase being made/delivered, when is construction starting/finishing, and state when major components of the project will be completed.
10. **Responsible Staff** – Include the name of the person who will manage the project (very important) and the name of the fiscal/procurement contact, as well as their mailing addresses, email addresses, and phone numbers.

The SOW (in WORD) must be forwarded to ALTSD Capital Projects Bureau, for review to assure that it is within the legislative intent of the appropriation. Upon approval, the SOW will be incorporated into the Grant Agreement.

NOTICE: Requests for changes to the scope of work must be submitted and approved by the Capital Projects Bureau (CPB) prior to expenditures being made.

Art in Public Places Program – In 1986, the Legislature of the State of New Mexico passed, and the Governor signed into law the Art in Public Places Act (§13-4A-1, NMSA 1978, as amended). The legislation declares it to be "a policy of the State that a portion of appropriations for capital expenditures be set aside for the acquisition or commissioning of works of art to be used in, upon, or around public buildings." (§13-4A-2, NMSA 1978). The resulting AIPP is often referred to as the One Percent for Art Program because of the requirement in the law. The primary provision in the AIPP Act is that "all agencies shall allocate. . . one percent or $200,000, whichever is less, of the amount of money appropriated for new construction or a major renovation exceeding $100,000 to be expended for the acquisition of art (§13-4A-4). For questions about AIPP, please contact staff at: https://www.nmarts.org/art-in-public-places/, in Santa Fe 505-827-6490.

Please contact the ALTSD Capital Projects Bureau (CPB) for additional guidance on the Project Description/Scope of Work.

Saraha Jacobs, Sarah.Jacobs@altsd.nm.gov
Consuelo Holdridge, Consuelo.Holdridge@altsd.nm.gov
Rebecca Martinez, Rebecca.Martinez@altsd.nm.gov

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:**
   City of Las Cruces

2. **Project Title:**
   ROBERT P. MUNSON SENIOR CTR-CONSTRUCT

3. **Grant Agreement Number:**
   A23H-2019

4. **Background Narrative**:
   Munson is the largest of all the City's senior centers, serving an average of 395 seniors per day, pre-pandemic, however, in FY 2021 there were 195 seniors per day, and through April 2022 the average per day is only 83 for FY2022 onsite. Services are provided through a wide array of nutrition, fitness, recreation, and social programs. The seniors are choosing other options for service post-pandemic. Munson provides the congregate meals for both the East Mesa Senior Center/Sage Café and the Papen Center, as well as grab and go meals provided at those two facilities, making the total meals prepared at Munson an average of 322 for FY2022 through April 2022. Adding a dedicated space for fitness and recreation will allow Senior Programs to serve an increased number of participants in appropriate fitness, aerobics, core exercise, free weight, dancing, tai-chi, balance, and fall prevention, and other classes essential for the health and well-being of seniors. A limited selection of these classes is currently held in the dining hall but due to space and time limitations, classes can only be offered before 9 am or after 2 pm. This is due to the daily set-up and tear-down of tables and chairs for congregate meals. This set-up/tear-down costs approximately $10,650 annually in staff time, adds undue wear and tear on the dining hall floor and equipment, increases maintenance costs, and increases the potential for hazards and contamination. Pre-COVID shutdown, 153 seniors were participating daily in limited fitness class offerings at Munson Center, and it is expected that number will increase by at least 50 percent in the first year after the addition is complete. Munson Center is currently not offering any fitness classes due to providing additional sanitization in the dining room.

   The limited fitness class times also prohibit many participants who arrive by public transportation from participating in classes. The space limitations in the dining hall mean many seniors who would like to participate cannot. The daily set-up and tear-down impact the fitness class hours, which are limited to early mornings or late afternoons; and congregate meal participants often must wait elsewhere for lunch, until set-up is complete. The need for a dedicated space and substantially more fitness and recreation offerings has been an urgent need identified by seniors during public input and feedback sessions. This expansion will enable more seniors to participate in additional fitness and recreation classes, especially those limited by public transportation and those arriving for congregate meals. Growing the number of classes, activities, and services is proven to increase the social connectivity and quality of life of seniors, particularly those who live alone. It would also enable those seniors ages 50 to 60 years old, that do not qualify for congregate meals, to participate in classes and activities while meals are served and possibly on their lunch breaks from jobs around the community; making Munson a part of the lives of young seniors before they need the other services offered by Senior Program.

   Additionally, the building serves as an important emergency facility, providing heating and cooling shelters for the entire community during weather crises – and the expansion would provide an invaluable space for housing seniors and other vulnerable groups should such a need arise. During the pandemic,

it was clear that more space to social distant seniors during classes, activities, and meals is a need that in general can provide a healthier environment to engage in programming. Indeed, many seniors continue to be the most vulnerable population at risk for infection of the COVID variants, as well as other infectious diseases. New service provisions were started during the COVID shutdown that may be continued as they provide enhanced service options to seniors.

5. **Work Plan**:

The City is requesting the remaining funding necessary to complete the 5,014 sq. ft. addition to the Munson Senior Center. The expansion will provide a dedicated exercise room with fitness equipment, padded flooring, bathrooms with ADA-compliant showers, and an area for group fitness classes. Fitness classes are currently held in the dining hall which limits instruction hours, class sizes, and types of activities. The new addition will allow for an expanded fitness and training session offerings and provide seniors with access to skill-appropriate fitness equipment. The goal is to enhance the services for seniors currently attending the center and to partner with community organizations, medical facilities, and other groups serving seniors to offer fitness classes, recreation programs, fall prevention and stability courses, balance improvement activities, and home safety education. Our strategic objective is to substantially increase the health and well-being of seniors through increased fitness class offerings.

The expansion will be a design/bid/build project with the planning and design phase led by a contracted architectural firm that will gather community input through meetings, surveys, staff recommendations, and participant feedback to develop schematic designs for review before construction commences. The design phase is complete with the initial capital outlay funding and take approximately eight months to complete. The City has started the Request for Proposal (RFP) process to contract with a construction firm. The RFP and contract approval process takes approximately four months. Because sufficient funding is unavailable, and the recent capital outlay agreement (assuming the passage of the bond vote in November 2022) is not expected until the fall of 2023, the RFP will have to be phased. Construction will begin with site preparation to include the removal of exterior infrastructure and landscaping in the construction area. Construction of the new addition will take approximately 15 months, in addition, purchase and equipment installation and furnishings will take an additional three months. The expansion is anticipated to be completed within two years.

The building expansion construction will include all required utility and exterior lighting relocations, site preparation, and the addition of 5,014 square feet of space that includes VCT floors, ceiling tiles, LED lighting, audio-visual equipment, security cameras, fire suppression sprinklers, fire alarms, drywall, paint, doors and hardware, ADA-compliant restrooms with showers, a thermoplastic polyolefin (TPO) roof system, and an additional HVAC system. All required fixtures and equipment will be installed. New concrete sidewalks, landscaping, and parking improvements will be installed per the City Code. The new expansion will include a nearly 3,000 sq. ft. group fitness classroom; an 850 sq. ft. exercise area with treadmills, stationary bikes, and free weights; and ADA-compliant restrooms with showers. The building will continue to be occupied during the construction to provide meals and activities as appropriate while ensuring the safety of seniors. Senior Programs does not anticipate any disruption to current activities as the new addition is located on the south side of the building and will be built off the existing office and staff meeting space.

6. **Budget Detail:**

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		$1,619,838.00
Renovation		
Improvements for Code Compliance		
Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Meals Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		$16,362.00
Totals		**$1,636,200.00**

7. **Performance Measures:** ELE, 11.1.2 Expand Senior citizen's facilities and activities when feasible. The City Manager, Ifo Pili, is the authorized signer for all grant agreements. Assistant City Manager, Sonya Delgado, oversees the Public Works Director, David Sedillo, who heads a professional team of 50 employees, including several licensed engineers and design professionals. Public Works' Property & Construction Management section will oversee Munson expansion design work, which will be contracted to an experienced, external architectural firm. The firm will garner senior and community input through public meetings, solicitate staff feedback, prepare schematic designs for approval, and complete design and construction drawings sufficient to solicit an RFP for construction. Assuming sufficient funding is secured, an RFP will be issued, and a construction firm chosen who will manage demolition, construction, and the installation of fixtures, furnishings, and equipment. Additionally, the City's Finance Department will oversee accounting and purchasing functions, the Legal Department will provide contract oversight, and the Budget and Grant Administration Administration Department will help administer the grant funds for the project, all helping to ensure the project is on time and within budget.

8. **Results Expected:**
Senior Programs will no longer be limited in providing critical physical fitness classes and recreation programs to seniors in the community. Las Cruces seniors will no longer classes be subjected to limited access or limited hours of classes. Once construction is completed, citizens will realize the increased class offerings demanded in public input sessions, and the City will continue to incur set-up/tear-down, and wear and tear costs associated with sharing the dining hall. As noted earlier, pre-COVID number of participants exceed 150 per day, and that number will return and increase by at least 50 percent in the first year after the addition is complete.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

Expected date City receives fully executed agreement	February 2024
Expected date City processes the agreements	March 2024
RFP/Quotes Secured	April 2024
Bid Closing	May 2024
Bid Award to Contractor/Vendor	June 2024
Choose the appropriate project-type from below:	***Type the number of months appropriate to the project-type:***
Meals Equipment – Purchase and Install	
Construction	July – November 2024
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	January 2026
Equipment - Purchase and Install	January – April 2026
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 8801
Email: ssaldana@lascruces.gov
Phone: 575-541-2464

Name: Gabriela Prats
Title: Grant Manager
Address: 700 N Main St. Las Cruces, NM 8801
Email: grants@lascruces.gov
Phone: 575-541-2430

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 19th day of April, 2024 by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Las Cruces, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section, Paragraph 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A23H-2017 $127,500.00 APPROPRIATION REVERSION DATE: 30-JUN-2027
Laws of 2023, Chapter 199, Section 4, Paragraph 14, One hundred- twenty-seven thousand five hundred dollars, $127,500.00, to plan, design, construct, equip and furnish the Benavidez Senior Center in Las Cruces in Dona Ana County.

The Grantee's total reimbursements shall not exceed one hundred twenty-seven thousand five hundred dollars $127,500.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, one thousand two hundred seventy-five dollars $1,275.00, which equals one hundred twenty-six thousand two hundred twenty-five dollars $126,225.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.
This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001

Email: ssaldana@lascruces.gov
Telephone: 575-541-2464

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:
Grantee: City of Las Cruces
Name: Gabriela Prats
Title: Grant Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: grants@lascruces.gov
Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Sarah Jacobs
Title: Deputy Cabinet Secretary
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: sarah.jacobs@altsd.nm.gov
Telephone: 505-303-8684

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and
(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

CITY OF LAS CRUCES

Entity Name

By: RAUL TAMAYO.

(Type or Print Name)

Its: CITY MANAGER.

(Type or Print Title)

4/3/24.

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

4/19/2024

Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the last day of the month)

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount (If applicable) _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

1 of 1

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #___

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Las Cruces.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Las Cruces's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

1. **Name of Grantee/ Fiscal Agent:**
   City of Las Cruces
2. **Project Title:**
   Las Cruces Benavidez CTR-Ren
3. **Grant Agreement Number:**
   A23H-2017
4. **Background Narrative**: The Benavidez Senior Center kitchen floor is in critical need of replacement. The floor is estimated to be the original to the building over 25 years old. The floor has many tears and holes from constant use. Mop water has the potential to accumulate under the many holes and tears causing potential for mold or other bacteria growth. The many tears create trip and fall hazards for the staff, volunteers, delivery drivers, food deliveries, and anyone entering the kitchen. The Benavidez kitchen is a congregate center and cooks for 6 home-delivered routes.

   To prepare, replace, install, and acquire kitchen flooring at the Benavidez Senior Center kitchen, including but not limited to hazardous materials testing, mitigation, and abatement, removal and disposal of current flooring, and purchase and installation of new flooring.

5. **Work Plan**:
   The City of Las Cruces requests $127,500.00 in funds to test, remove, dispose, purchase, and install flooring at the Benavidez Senior Center. The City's Subject Matter Expert in the Public Works Department has determined that the current flooring has met its useful life. They also have concerns that the flooring may be original and will need to be tested for hazardous materials and abated as necessary prior to being replaced. The goals of this project are to remove hazards from the Benavidez Senior Center Kitchen floor to ensure the program can continue to provide high-quality services to seniors in a safe, healthy environment. To achieve these goals, the City will first bring the grant award before City Council to accept the funding. Upon award execution, the City's Public Works Department then will issue a bid to identify a qualified vendor to conduct the testing, appropriate removal, and replacement of the flooring. The City's Purchasing code will be followed, and a bid process will be conducted. Once a vendor is secured and a project management meeting is scheduled, the work is expected to require up to eight months to complete.

6. **Budget Detail**:

Project Cost Activities	Other Funds	State Funds
Architect/Engineer		
Construction		$126,225.00
AIPP (if applicable)		1,275.00
Totals		**$127,500.00**

7. **Performance Measures**:
   Elevate Las Cruces Comprehensive Plan
   Community Prosperity (CP) 11.1.2 Expand Senior citizen's facilities and activities when feasible.

8. **Results Expected**:
The new floor will significantly decrease the potential for trips and falls. It will also decrease the potential for mold or other bacteria growth through the spread of mop water accumulated in the tears and holes. Will provide a safe environment to cook congregate and home delivered meals. 8.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.	February 2024
Expected date City receives fully executed agreement	
Expected date City process the agreement	March 2024
RFP/Quotes Secured	April 2024
Bid Closing	May 2024
Bid Award to Contractor/Vendor	June 2024
Construction	July – November 2024
Project Completion & Review	November 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Sonia Saldana
Title: Project Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: ssaldana@lascruces.gov
Phone: 575-541-2464

Name: Gabriela Prats
Title: Grant Manager
Address: 700 N Main St. Las Cruces, NM 88001
Email: grants@lascruces.gov
Phone: 575-541-2430

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

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Contract ID# 24-780-P707-00510

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #24-780-P707-00510

An Intergovernmental Service Agreement between **Board of Commissioners, City Las Cruces** and **New Mexico Crime Victims Reparation Commission.**

This Agreement is made and entered into by and between the State of **New Mexico Crime Victims Reparation Commission**, hereinafter referred to as "Agency," and **Board of Commissioners, City Las Cruces** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately April 10, 2024, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
The Contractor shall perform the following:
- Will support the acquisition of cellular phones for the Las Cruces Police Department.
- Will support broadband services and related equipment for the organization of the Las Cruces Police Department.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $19,711.00 in FY24. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and in accordance with the budget. Such compensation shall not exceed $19,711.00, including gross receipts tax in FY24. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2024 for services rendered prior to June 30, 2024. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and -outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the

agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2024**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. Termination Management - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the

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Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.
Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

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11. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliances with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. 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). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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16. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

17. Records and Financial Audit.

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, New Mexico 87110

To the Contractor:

Board of Commissioners City Las Cruces

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Contract ID# 24-780-P707-00510

City of Las Cruces
700 N Main St
Las Cruces, New Mexico 88001-1120

22. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: _____ Ikani Taumoepeau, City Manager Date: 4/17/24.
Contractor -

By: DocuSigned by: Frank Zubia 16F1C244F21243F... Date: 4/29/2024
Director, Crime Victims Reparation Commission

By: DocuSigned by: Cody Rogers, Attorney, Commission Member 69221FA3196043E... Date: 4/29/2024
Agency's Legal Counsel – Certifying legal sufficiency

By: DocuSigned by: Cindy Mak B5EB72A3C5C642C... Date: 4/29/2024
Agency's Chief Financial Officer

APPROVED AS TO FORM: _____ DATE: 4/17/24
City Attorney

24-118

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Charlie Fierro	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR THE BONDS DESIGNATED AS TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024 (2024 GO BONDS).**

TYPE OF ACTION: ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:
To amend the FY2024 Budget and FY2024 CIP.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On August 1, 2022, City Council approved Resolution 23-015 calling for the submission of General Obligation Bond questions to all qualified voters at the general election held on November 8, 2022. There were four (4) questions submitted to the Dona Ana County Clerk. All four (4) questions were approved.

On March 04, 2024, City Council approved Ordinance 3062, Attachment "A", which authorized City staff to issue and sell Taxable General Obligation Improvement Bonds, Series 2024 (2024 GO Bonds) in the principal amount of $6,000,000, payable from Ad Valorem Taxes levied on all taxable property within the City.

The budget adjustment is to issue a budget for bond proceeds, debt issuance cost, and expenditures related to one (1) of the four (4) questions. City Council approval of this Resolution will authorize the adjustment to the FY2024 Budget and FY2024 CIP to allow expenditures of the 2024 GO Bond proceeds.

SUPPORT INFORMATION:
Exhibit "A" - Fund Summary
Exhibit "B" - FY2024-2029 CIP
Attachment "A" Ordinance No. 3062

PLAN(S):
Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various **AVAILABLE AMOUNT:** $0 **EXPENDITURE AMOUNT:** Various

Funding Source(s):
See Attached Exhibit "A"

Overall Budget Impact:
Increase the budget for the GO Bond, Series 2024 Bonds.

Does this action amend the Capital Improvement Plan (CIP)?
☒ Yes
☐ No

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize a budget adjustment for proceeds and expenses associated with the GO Bond, Series 2024 Bonds.
2. Vote "No"; this will not authorize a budget adjustment for proceeds and expenses associated with the GO Bond, Series 2024 Bonds.
3. Vote to "Amend"; this could delay the expenditures for the one (1) GO Bond question where the GO Bond, Series 2024 Bonds is the funding source.
4. Vote to "Table"; this could delay the expenditures to complete the one (1) GO Bond question where the GO Bond, Series 2024 Bonds is the funding source.

REFERENCE INFORMATION:

Resolution 23-015
Ordinance 3062

RESOLUTION 24-118

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR THE BONDS DESIGNATED AS TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024 (2024 GO BONDS).

The City Council is informed that:

WHEREAS, on August 1, 2022, City Council approved Resolution No. 23-015, calling for the submission of General Obligation Bond questions to all qualified voters at the general election held on November 8, 2022; and

WHEREAS, on March 04, 2024, City Council adopted Ordinance 3062 as shown in Attachment "A" for the issuance and sale of Taxable General Obligation Improvement Bonds, Series 2024; and

WHEREAS, the FY2024 Budget and FY2024 CIP will be amended to allow expenditures of the GO Bond, Series 2024 Bond proceeds.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the FY2024 Budget is hereby amended as shown in Exhibit "A", attached hereto and made a part of this Resolution.

(II)

THAT the FY2024 CIP, is hereby amended as shown in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2023-24

	2013 AFFORDABLE HOUSING TRUST 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,300,477	1,989,677	0	1,989,677
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	6,032,484	6,032,484
Total Revenues	**0**	**0**	**6,032,484**	**6,032,484**
TOTAL RESOURCES	**$ 1,300,477**	**1,989,677**	**6,032,484**	**8,022,161**
Expenditures				
General Government	0	0	160,150	160,150
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	792,907	792,907	5,872,334	6,665,241
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
HIDTA	0	0	0	0
Total Expenditures	**$ 792,907**	**792,907**	**6,032,484**	**6,825,391**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 507,570**	**1,196,770**	**0**	**1,196,770**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Exhibit "B"

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ECONOMIC DEVELOPMENT							
Economic Development - Newly Funded Projects							
Downtown Video Security	100,000						**TIDD**
Economic Development - Total Newly Funded Projects	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Economic Development - Carryover Projects							
Downtown Plaza Shade Structures	643,400						**Taxes**
Downtown Callecitas Shade Structure	100,000	400,000					**TIDD**
Gateway Entry Points Improvements 1 - LCIIP Signage 2 - LCIIP Pocket Park 3 - Gateway Signage	250,000	230,000	25,000	25,000	25,000	25,000	**Bonds,** Grants, **Taxes**
Parking Lot 7 and Bathrooms	99,404						**TIDD**
Economic Development - Total Carryover Projects	**$ 1,092,804**	**$ 630,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Economic Development - Annual Projects							
Downtown Parking Lots Renovation 1 - Parking Lot 9/10 2 - Parking Lot at Campo & Hadley	2,100,000	255,000	255,000	255,000	255,000	255,000	Grants, **TIDD**
Economic Development - Total Annual Projects	**$ 2,100,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	**$ 255,000**	
Economic Development - Future Projects							
Rocket Drive Expansion		820,000	7,173,000				Grants, Taxes
Transit Loop Road		1,661,000	7,800,000	7,800,000			Grants, Taxes
Economic Development - Total Future Projects	**$ -**	**$ 2,481,000**	**$ 14,973,000**	**$ 7,800,000**	**$ -**	**$ -**	
Total Economic Development	**$ 3,292,804**	**$ 3,366,000**	**$ 15,253,000**	**$ 8,080,000**	**$ 280,000**	**$ 280,000**	
FACILITIES MANAGEMENT							
Facilities Management - Carryover Projects							
Energy Efficiency Program - IGA	1,690,501						**Bonds, Taxes**
Facility Parking Lot Program 1 - Munson Center 2 - Henry R Benavidez Community Center 3 - Train Depot	82,003	250,000	250,000	250,000	250,000	250,000	**Taxes**
Gateway Entry Points Signage Maintenance	7,000	50,000	50,000	50,000	50,000	50,000	**Taxes**
Facilities Management - Total Carryover Projects	**$ 1,779,504**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Facilities Management - Annual Projects							
General Facilities Improvements 1 - Communication and Cashier Offices Construction 2 - Jardin de Esperanazas 3 - WIA Rehabilitation 4 - Arc Flash Plan 5 - City Hall Furnishings 6 - Surveillance Camera Upgrades 7 - Records Center Improvements 8 - Branigan Library Exterior Re-Stucco 9 - Frank O'Brien Papen Community Center 10 - City Hall Building Operations Storage	410,485	500,000	500,000	500,000	500,000	500,000	**Taxes**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Roof Replacement Program 1 - Police Department Main Building 2 - WIA Building 3 - Municipal Court 4 - Meerscheidt Rec Center 5 - Rio Grande Theater 6 - Museum of Fine Arts 7 - Museum of Nature and Science 8 - Railroad Museum 9 - Police Department Academy 10 - Roof Inspections	2,312,166	375,000	375,000	375,000	375,000	375,000	**Taxes, TIDD, Bonds**
Safety, Health, Environmental & Emergency 1 - City Hall Security Upgrades 2 - Parks Sidewalk Replacement 3 - Pool Hoist 4 - Fire Alarm & Security Upgrades 5 - Pigeon Abatement	8,448						**Taxes**
Facilities Management - Total Annual Projects	**$ 2,731,099**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	**$ 875,000**	
Facilities Management - Future Projects							
HVAC Upgrade Program		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Buffer Program Fire Stations		50,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program Henry R Benavidez Community Center		50,000	50,000	50,000	50,000	50,000	Taxes
Generator Replacement Program		35,000	35,000	35,000	35,000	35,000	Taxes
ADA Compliance		25,000	25,000	25,000	25,000	25,000	Taxes
Facilities Management - Total Future Projects	**$ -**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	**$ 360,000**	
Total Facilities Management	**$ 4,510,603**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	**$ 1,535,000**	
LAS CRUCES AIRPORT							
Las Cruces Airport - Newly Funded Projects							
LRU Runway 4/22 Rehabilitation	2,710,000	455,000					**Grants,** Taxes, Other
Las Cruces Airport - Total Newly Funded Projects	**$ 2,710,000**	**$ 455,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Las Cruces Airport - Carryover Projects							
LRU Airport Infrastructure Improvements	519,354						**Grants, Taxes, Other**
LRU Equipment and Vehicles	450,000						
LRU Passenger Terminal	191,037		8,608,963				Grants, **Taxes, Other**
LRU Runway 8/26 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	219,417				4,200,000	8,400,000	Grants, **Taxes, Other**
LRU Runway 12/30 Extension 1 - Environmental Assessment 2 - Design 3 - Construction	262,902				13,500,000		Grants, **Taxes, Other**
LRU Taxilane Improvements	130,982	170,000					Grants, **Taxes, Other**
Las Cruces Airport - Total Carryover Projects	**$ 1,773,692**	**$ 170,000**	**$ 8,608,963**	**$ -**	**$ 17,700,000**	**$ 8,400,000**	
Las Cruces Airport - Annual Projects							
LRU Striping and Marking Maintenance Program	150,000	75,000	75,000	75,000	75,000	75,000	**Taxes, Other**
Las Cruces Airport - Total Annual Projects	**$ 150,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Las Cruces Airport - Future Projects							
LRU Utility Infrastructure Improvements		4,500,000					Bonds, Grants, Taxes, Other
LRU Commercial Hangar Design and Construct		2,800,000					Grants, Taxes, Other
LRU Maintenance Facility Design-Construct			650,000				Grants, Taxes, Other
LRU Airport Maintenance Equipment		850,000					Bonds, Grants, Taxes, Other
LRU Airport Automated Weather Observation System (AWOS)		412,460					Grants
LRU Airport Rotating Beacon		170,520					Bonds, Grants, Taxes, Other
LRU Runways 8/26 and 12/30 Blast Pads		166,667					Grants
LRU Pavement Maintenance Program		125,000	125,000	125,000	125,000	125,000	Taxes, Other
LRU Passenger Air Service Infrastructure Revitalization			15,200,000				Grants, Taxes, Other
LRU Fuel Farm Relocation & Expansion			1,900,000				Grants, Taxes, Other
LRU ARFF Index B Equipment Upgrades			1,600,000				Grants, Taxes, Other
LRU Passenger Terminal Parking			1,200,000				Grants, Taxes, Other
LRU Airline Ground Support Equipment Facilities				750,000			Grants, Taxes, Other
LRU Taxilane Extensions				3,400,000			Grants, Taxes, Other
LRU Multi-Modal Public Passenger Transit Facility					2,500,000		Grants, Taxes, Other
LRU East Perimeter Road						11,200,000	Grants, Taxes, Other
LRU Apron West Hangar Rehabilitation						70,000	Grants, Taxes, Other
LRU Apron West Rehabilitation						70,000	Grants, Taxes, Other
Las Cruces Airport - Total Future Projects	**$ -**	**$ 9,024,647**	**$ 20,675,000**	**$ 4,275,000**	**$ 2,625,000**	**$ 11,465,000**	
Total Las Cruces Airport	**$ 4,633,692**	**$ 9,724,647**	**$ 29,358,963**	**$ 4,350,000**	**$ 20,400,000**	**$ 19,940,000**	
NON-PROFIT ORGANIZATIONS							
Non-Profit Organizations - Newly Funded Projects							
Children's Museum Facility	690,746	100,000	400,000	5,500,000			Bonds, **Grants**
MV Community of Hope - Campus Extension (Amador Crossing)	2,500,000	5,000,000					**Grants**
MV Community of Hope - The Kitchens	1,866,500	1,125,000	7,000,000	2,700,000			**Grants**
MV Community of Hope - Flooring	10,317						**Grants**
MV Community of Hope - Jardin de los Niños Re-Roof	250,000						**Grants**
Non-Profit Organizations - Total Newly Funded Projects	**$ 5,317,563**	**$ 6,225,000**	**$ 7,400,000**	**$ 8,200,000**	**$ -**	**$ -**	
Non-Profit Organizations - Carryover Projects							
Arts and Cultural District Improvements	2,572,861						**Grants**
MV Community of Hope - Solar Project	400,000			600,000			**Grants**
MV Community of Hope - Casa de Peregrinos Food Rescue Whse	651,942	1,847,000					**Grants, Other**
MV Community of Hope - Expansion Remodel	1,188,500						**Grants**
MV Community of Hope - Health Facility Improvements	1,853,922						**Grants**
Non-Profit Organizations - Total Carryover Projects	**$ 6,667,226**	**$ 1,847,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	
Non-Profit Organizations - Future Projects							
MV Community of Hope - Master Plan Implementation		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
Paseos Verdes		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants
La Clinica de Familia - Behavioral Health Facility							Grants
2023 Legislative Appropriation		*922,349*					
MV Community of Hope - El Caldito Upgrade			150,000				Grants
MV Community of Hope - Patio to Office Remodel				1,000,000			Grants
MV Community of Hope - Jardin de los Niños Security Improvements				200,000			Grants
Non-Profit Organizations - Total Future Projects	**$ -**	**$ 4,922,349**	**$ 4,150,000**	**$ 5,200,000**	**$ 4,000,000**	**$ 4,000,000**	
Total Non-Profit Organizations	**$ 11,984,789**	**$ 12,994,349**	**$ 11,550,000**	**$ 14,000,000**	**$ 4,000,000**	**$ 4,000,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
PARKS & RECREATION							
Parks & Recreation - Newly Funded Projects							
Klein Park Improvements	210,000	590,000					**Grants,** Taxes
Light Poles at Hadley Fields	177,000						**Taxes**
Parks and Recreational Facilities Structural Renovations	300,000	399,000	125,000				**Grants,** Taxes
Park Drinking Fountains	279,326	70,000	70,000				Grants, PIF, **Taxes**
Trail Renovations	100,000	400,000	500,000	500,000	500,000	500,000	Bonds, **Grants**
Various Park Restroom Replacement/Repairs & Upgrades	435,417	360,000					**Grants, PIF**
Veterans' Memorial Park Enhancements	247,500	412,500	662,500	662,500	662,500	662,500	Bonds, **Grants**
Parks & Recreation - Total Newly Funded Projects	**$ 1,749,243**	**$ 2,231,500**	**$ 1,357,500**	**$ 1,162,500**	**$ 1,162,500**	**$ 1,162,500**	
Parks & Recreation - Carryover Projects							
A. Fielder Memorial Safe Haven Renovations	353,635						**Taxes**
Apodaca Park Aquatic Playground and Multi-Use Path	2,364,000						**PIF, Taxes**
Ballfield/Soccer Field Renovations & Upgrades	820,236	834,600	144,000	3,200,000			**Grants**
Chandler Tank Park	1,082,035						**Bonds, Taxes**
Dona Ana Move Trail	690,000						**Grants, Taxes**
East Mesa Public Safety Area Park	100,000	100,000		100,000		100,000	Grants, **PIF**
Gallagher Park Improvements	149,189						**Taxes**
Highland Park	2,028,552	510,850					Grants,**PIF, Taxes**
JCP Learning Center Exterior Repairs	257,015						**Grants, Taxes**
Las Cruces Lateral RTP Trail	489,011						**Grants**
Las Cruces Regional Aquatic Center HVAC & Dehumidifier	-						**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	2,000,000						**Bonds,** Grants
Meerscheidt Recreation Center Improvements	19,362	312,638					Grants, **Taxes**
New Skate Park - Plan & Design	550,000	800,000					**Grants**
Park Drinking Fountains	279,325						
Parks Smart Controllers & Pumps	150,001						**Grants, Taxes**
Pioneer Women's Park Gazebo Improvements	835,699	600,000	600,000	600,000	600,000	600,000	**Grants**
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	476,026						**Bonds, PIF, Taxes**
Skate Park Renovation & Improvements	1,070,000	836,500	1,650,000	500,000			**Grants, PIF**
Tortugas Trail	75,000						**Grants**
Wayfinding Signage	1,183						**Grants,** PIF
Parks & Recreation - Total Carryover Projects	**$ 13,790,269**	**$ 3,994,588**	**$ 2,394,000**	**$ 4,400,000**	**$ 600,000**	**$ 700,000**	
Parks & Recreation - Annual Projects							
Land Acquisition, Planning, and Design for Parks	1,300,000	500,000	500,000	500,000	500,000	500,000	**PIF**
Median Landscaping	1,221,610	200,000	200,000	200,000	200,000	200,000	**Grants**, Loans, Taxes
Metro Verde Neighborhood Parks	619,814	500,000	500,000	500,000	500,000	500,000	**PIF,** Grants
Neighborhood Parks	972,835	500,000	500,000	500,000	500,000	500,000	**PIF, Taxes**
Parks Parking Lots Veterans' Park Parking Lot BMX Track Parking Lot & ADA Improvements Paz Ball Field Parking Lot Improvements Tony Gomez Park Parking Lot Improvements Apodaca Park East Mesa Recreation Center Maag Ball Park Skate Park	2,640,881	907,500	252,500	272,700	272,700	272,700	**Bonds, Grants, Taxes**
Parks Shade Structures	24,000	24,000	24,000	24,000	24,000	24,000	**Taxes**
Parks & Recreation - Total Annual Projects	**$ 6,779,140**	**$ 2,631,500**	**$ 1,976,500**	**$ 1,996,700**	**$ 1,996,700**	**$ 1,996,700**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Parks & Recreation - Future Projects							
Multi-Use Recreation Center		60,000,000					Bonds, Grants
Indoor/Outdoor Aquatic Amenities		195,000					Grants, Taxes
East Mesa Bataan Memorial Pool - HVAC Replacement		78,000					Grants
Albert Johnson Park Electrical Improvements		70,000					Grants, Taxes
Benavidez Park			500,000				Grants
Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades			134,000				Grants, PIF
Valley View Park - Heske Garden Lighting Replacement			80,000				Grants, Taxes
Laabs Pool - HVAC Replacement			78,000				Grants, Taxes
Hadley Complex Recreation Rehabilitation			31,500	318,500			Grants, Taxes
Four Field Baseball/Softball Complex				5,995,500			Bonds, Grants, PIF
Laabs Pool - Shade Structures				97,500			Bonds, Grants, PIF
New Sand Volleyball Courts					40,000		Grants, PIF
Waterfalls Park						1,200,000	Grants, PIF
Parks & Recreation - Total Future Projects	**$ -**	**$ 60,343,000**	**$ 823,500**	**$ 6,411,500**	**$ 40,000**	**$ 1,200,000**	
Total Parks & Recreation	**$ 22,318,652**	**$ 69,200,588**	**$ 6,551,500**	**$ 13,970,700**	**$ 3,799,200**	**$ 5,059,200**	
PUBLIC SAFETY							
Public Safety - Newly Funded Projects							
Fire Station Alerting System	434,492						**Taxes**
Fire Station 2 Bay Remodel	100,000						**Grants**
Fire Station 5	100,000	214,000	230,000				Bonds, **Grants**, Taxes, Other
1 - North/South Aprons 2 - Parking Lot 3 - Improvements							
Fire Station 6 Repairs	100,000						**Grants**
Fire Department Training tower	99,000	120,000					Grants, **Taxes**
Real Time Crime Center (RTCC)	1,100,000	250,000					Grants, **Taxes**
2024 Legislative Appropriations		*650,000*					
Public Safety - Total Newly Funded Projects	**$ 833,492**	**$ 334,000**	**$ 230,000**	**$ -**	**$ -**	**$ -**	
Public Safety - Carryover Projects							
Fire Dept. Administration Building Lobby Remodel	199,026	350,000	193,400				**Grants,** Other
Fire Department CIT and MIH Building	348,895	3,420,315					**ARPA**, Grants, Taxes, Other
Police Department Building Renovations	37,598	400,000					**Grants, Taxes**
Public Safety Regional Radio Communication System	468,000	500,000	25,000	25,000	25,000	25,000	**Grants, Taxes**
Public Safety - Total Carryover Projects	**$ 1,053,519**	**$ 4,670,315**	**$ 218,400**	**$ 25,000**	**$ 25,000**	**$ 25,000**	
Public Safety - Annual Projects							
Fire Department Equipment	330,000	720,000	500,000	500,000	500,000		**Grants**
Public Safety - Total Annual Projects	**$ 330,000**	**$ 720,000**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ -**	
Public Safety - Future Projects							
Fire Department Station 9		5,165,000					Bonds, Grants, Taxes
Police Department Mobile Operations Command Vehicle							Grants
2023 Legislative Appropriation		*750,000*					
Public Safety Vehicles - Bearcat							Grants
2023 Legislative Appropriation		*500,000*					
Public Safety Vehicles - Rook							Grants
2023 Legislative Appropriation		*500,000*					

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Police Department Equipment							Grants
Technology Equipment							
2023 Legislative Appropriation		*450,000*					
Police Parking Lot Resurfacing		276,000					Grants, Taxes
Fire Stations 4 & 5 Security Fencing and Gates		130,000					Grants, Taxes
Public Safety Vehicles - Critical Incident Command Vehicle		100,000					Grants
Fire Station 4 Restroom Remodel		90,000					Grants, Taxes
Police North Parking Lot Fencing		20,000					Grants
Fire-Energy Efficiency and Sustainability				334,000	330,000	270,000	Grants
Fire Station 2 Replacement					5,165,000		Taxes, Grants
1 - Land Acquisition							
2 - Plan, Design, Construct, and FF&E							
3 - Demolition							
Downtown Public Safety Complex						57,000,000	Bonds, Grants
Police/Fire Training Facility - Design & Construct						6,900,000	Grants
Police/Fire Training Facility - Furniture, Fixtures, & Equipment						2,100,000	Grants
Public Safety - Total Future Projects	**$ -**	**$ 7,981,000**	**$ -**	**$ 334,000**	**$ 5,495,000**	**$ 66,270,000**	
Total Public Safety	**$ 3,317,011**	**$ 14,605,315**	**$ 948,400**	**$ 859,000**	**$ 6,020,000**	**$ 66,295,000**	
PUBLIC WORKS							
Public Works - Newly Funded Projects							
Complete Streets	7,660,000	1,750,000	1,750,000	1,500,000	1,750,000	1,750,000	**Bonds**
University Ave. Complete Street Improvements							
El Paseo Rd.							
Idaho Ave							
GO Bond 2024 - Affordable Housing Development	6,000,000						**Bonds**
Lift Up Las Cruces - Street Improvements	595,000	600,000	600,000	600,000	600,000	600,000	**Grants**
Mesquite Historical District Renovations	1,025,000						**Grants**
Resiliency	3,000,000	1,250,000	1,250,000	1,000,000	1,250,000	1,250,000	**Bonds**
University Ave. Complete Street Improvements-Design	520,000	480,000					**Grants**, Bonds, Taxes
Public Works - Total Newly Funded Projects	**$ 18,280,000**	**$ 3,600,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 3,600,000**	**$ 3,600,000**	
Public Works - Carryover Projects							
Amador Hotel	3,086,723	2,950,000	2,950,000	2,950,000			**Grants, TIDD**
Bellamah Drive - Lees Drive to Luna Street	2,676,899						**Bonds, Taxes**
Campo Street Design and Reconstruct	1,401,103	4,815,197					**TIDD,** Taxes
Hadley Ave.							
Organ Ave.							
Casa Linda Acres Reconstruction	3,634,760						**ARPA, Taxes**
Del Rey Blvd Signal Improvements	177,390						**Grants, Taxes**
East Mesa Recreation Complex	2,000,000						**Bonds**
East Mesa Recreation Complex Roads	567,698	637,906					**Bonds, Taxes**
East Mesa Roads and Drainage	1,617,088		900,000	500,000	500,000	500,000	**Grants, Taxes**
2023 Legislative Appropriation		*550,000*					
GO Bonds - ARPA Funding	2,506,687						**ARPA**
GO Bond 2022 - New Fire Station	9,800,000						**Bond**
GO Bond 2022 - Parks Improvements	1,960,000						**Bond**
GO Bond 2022 - East Mesa Recreation Complex	4,900,000						**Bond**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
GO Bond Q1 - Park & Sport Field Improvements & Additions	45,517						GO Bonds, PIF
GO Bond Q2 - New Animal Shelter Facility	49,997						GO Bonds
GO Bond Q3 - New Fire Station No. 3 Building	29,164						GO Bonds
GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions	7,065						GO Bonds
Madrid Ave Extension - Martha Dr to N Triviz Dr	2,864,997	1,000,000					Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr	600,000						Taxes, Grants
Picacho Ave HAWK System	238,652						Grants, Taxes
South Main St - Avenida de Mesilla to Boutz	3,308,139						Bonds
Storm Water System Mapping	100,000	100,000					Taxes
Traffic Signals Hoagland Rd & N Alameda Blvd Roadrunner Parkway & Sonora Springs Sonoma Ranch Blvd & Northrise	1,010,523						Bonds
Telshor ADA Improvements Phase VI	316,659						Grants, Taxes
Telshor Spruce Intersection Improvements	1,236,959	850,000					Grants
Voluntary Assessment District Phase I Sanitary Sewer Infrastructure Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd Regional Drainage Phase 1	69,808						Bonds
Voluntary Assessment District Phase II Peachtree Hills Rd. East & West Regional Drainage Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3	3,196,542						Bonds
Villa Mora Dam Park Study	612,588						Grants, Taxes
Walnut-Madrid TAP Bike/Pedestrian Improvements	982,250						Bonds, Grants
Public Works - Total Carryover Projects	**$ 48,997,207**	**$ 10,903,103**	**$ 3,850,000**	**$ 3,450,000**	**$ 500,000**	**$ 500,000**	
Public Works - Annual Projects							
Active Transportation Bicycle Facilities Pedestrian Safety Improvements ADA Sidewalk Gap	5,115,779	350,000	350,000	350,000	350,000	350,000	Bonds, Taxes
Chip Seal Program	200,000	200,000	200,000	200,000	200,000	200,000	Taxes
CO-OP Match	80,000	80,000	80,000	80,000	80,000	80,000	Taxes
Drainage Infrastructure Improvements EBID Drains & Laterals Land Acquisition Other Improvements	3,068,122	500,000	500,000	500,000	500,000	500,000	Bonds, Taxes
Land Acquisition - Public Works Flood Control Rights of Way East Mesa Other	200,000	250,000	250,000	250,000	250,000	250,000	Taxes
M.A.P. Match	165,000	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	240,000	250,000	250,000	250,000	250,000	250,000	Taxes
Neighborhood Traffic Calming Program	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements Pavement Condition Index Improvements Pavement Overlays Pavement Replacement Pavement Treatment	10,238,981	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Bonds, Taxes

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Pavement Marking Program	169,000	500,000	250,000	500,000	250,000	500,000	**Taxes**
Roadway Maintenance Program	902,569	700,000	700,000	700,000	700,000	700,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Traffic Signal Program Bataan Memorial at Rinconada	514,847	500,000	500,000	500,000	500,000	500,000	**Taxes**
Transportation System Modernization ITS	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	**Taxes**
Weed Control & Maintenance Program City Rights of Way Las Cruces Dam Ponds	95,000	100,000	100,000	100,000	100,000	100,000	**Taxes**
Public Works - Total Annual Projects	**$ 23,395,589**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	**$ 11,440,000**	**$ 11,690,000**	
Public Works - Future Projects							
HWY 70 and Elks/Triviz Intersection Improvements		25,000,000					Grants, Taxes
Melendres Ave - Hadley to Picacho		1,979,500					Loans, Taxes
Johnson St - Rouault Ave to Topley Dr		1,712,000					Loans, Taxes
Ethel Ave - Alameda Blvd to Miranda, and Houma		1,043,250					Loans, Taxes
Pittsburg Ave - Melendres to Cul de Sac		250,000					Loans, Taxes
Med Park Ave - Idaho to Perkins Ave			1,824,000				Loans, Taxes
Evelyn St - Madrid Ave to Ash Ave			1,710,000				Loans, Taxes
Sacramento St - Ash Ave to Oasis Ave			1,482,000				Loans, Taxes
Mountain Ave - Melendres St to Armijo St			1,368,000				Loans, Taxes
Armijo St - Picacho Ave to Parker Rd			684,000				Loans, Taxes
Sequoia Ave - Valley Dr to E.O.P.				2,420,000			Loans, Taxes
Lohman at Walnut and Walton Signal Improvements				1,500,000			Bonds, Loans, Taxes
Kilmer St - Spruce Ave to Ash Ave				1,391,000			Loans, Taxes
Armijo St - Organ Ave to Mountain Ave				1,331,000			Loans, Taxes
Poplar Ave - Mesquite St to Santa Fe St				871,200			Loans, Taxes
La Fonda Dr - Idaho Ave to E.O.P.				726,000			Loans, Taxes
6th Street - Hayner Ave to Hadley Ave				484,000			Loans, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz					3,379,200		Loans, Taxes
Miranda Ave - Picacho Ave to Court Ave					1,664,000		Loans, Taxes
Rigsby Rd - Barker to Valley Dr					768,000		Loans, Taxes
Scoggins Ave - 6th St to Sweet St					652,800		Loans, Taxes
Mountain Ave - Water St to Alameda Blvd					640,000		Loans, Taxes
Street Lighting Management System					500,000		Bonds, Loans, Taxes
Aspen Ave - Sequioa Ave to S Valley Dr						2,970,000	Loans, Taxes
Alameda Blvd - Amador Ave to Las Cruces Ave						1,409,400	Taxes, TIDD
Westgate St - Amador Ave to Cul de Sac						1,350,000	Loans, Taxes
Parkview Dr - Espina St to E.O.P.						972,000	Loans, Taxes
Sweet St - Hadley Ave to Hayner St						568,000	Loans, Taxes
Targeted Road and Lighting Improvements - Design						50,000	Taxes
West Mesa Fiber Optics Improvements - Design						50,000	Taxes
Public Works - Total Future Projects	**$ -**	**$ 29,984,750**	**$ 7,068,000**	**$ 8,723,200**	**$ 7,604,000**	**$ 7,369,400**	
Total Public Works	**$ 91,192,796**	**$ 56,657,853**	**$ 25,958,000**	**$ 26,963,200**	**$ 23,144,000**	**$ 23,159,400**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
QUALITY OF LIFE							
Quality of Life - Newly Funded Projects							
Frank O'Brien Papen Center - Dining Room Floor	35,000	47,140					Grants, Taxes
Museum of Nature and Science - Atrium Redesign	50,000	15,000					**Grants**, Taxes
Museum System Technology Improvements	210,000						**TIDD**
Quality of Life - Total Newly Funded Projects	**$ 295,000**	**$ 62,140**	**$ -**	**$ -**	**$ -**	**$ -**	
Quality of Life - Carryover Projects							
Benavidez Center Renovations	126,225	38,900					Bonds, **Grants,** Taxes
Branigan Cultural Center Improvements	287,714	93,000	1,000,000	1,000,000	1,200,000		**Grants, Taxes**
Branigan Library - Expansion Phase II/Branch	64,364	2,615,000	1,650,000				Bonds, Grants, **Other**
Go Bond 2023 Public Art	340,000						**Bond**
Munson Center Renovations	3,165,327						**Grants**
Sage Café Expansion	902,525	3,083,180					**Grants**
Senior Programs Kitchen Equipment	52,409	150,000					**Taxes**
Quality of Life - Total Carryover Projects	**$ 4,938,564**	**$ 5,980,080**	**$ 2,650,000**	**$ 1,000,000**	**$ 1,200,000**	**$ -**	
Quality of Life - Annual Projects							
Public Art Program	108,506	300,000	300,000	300,000	300,000	300,000	**Taxes**
Quality of Life - Total Annual Projects	**$ 108,506**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	**$ 300,000**	
Quality of Life - Future Projects							
Munson Center Floor		750,000					Bonds, Grants, Taxes
Sage Café Backup Generator		422,500					Bonds, Grants, Taxes
Senior Programs Vehicles *2023 Legislative Appropriation*		30,000 *310,000*	280,000	280,000			Grants
Senior Programs Existing Kitchen Expansion Assessment		260,000					Taxes
Munson Center Bathrooms		250,000					Bonds, Grants, Taxes
Munson Center Kitchen Expansion		221,000	3,053,100				Bonds, Grants, Taxes
Benavidez Kitchen Expansion			93,800	2,854,800			Bonds, Grants, Taxes
Museum System On-site Server		115,000					Bonds, Grants, Taxes
Museum of Art Improvements		35,000	95,000	320,000	200,000		Bonds, Grants, Taxes
Museum of Art - Gallery Flooring		35,000	165,000				Bonds, Grants, Taxes
Museum of Nature and Science - Nature Center Redesign		25,000	75,000	175,000			Taxes, Grants
Railroad Museum Reinterpretation		25,000	60,000	150,000	75,000		Bonds, Grants, Taxes
Railroad Museum - Exterior Improvements			38,000	60,000	17,500		Bonds, Grants, Taxes
Branigan Library Renovation				209,000	2,750,000	1,111,000	Bonds, Grants, Taxes
Museum of Art Relocation/Remodel						30,000,000	Bonds, Grants, Taxes
Museums Collection Storage Facility						9,500,000	Grants, Taxes
Quality of Life - Total Future Projects	**$ -**	**$ 2,478,500**	**$ 3,859,900**	**$ 4,048,800**	**$ 3,042,500**	**$ 40,611,000**	
Total Quality of Life	**$ 5,342,070**	**$ 8,820,720**	**$ 6,809,900**	**$ 5,348,800**	**$ 4,542,500**	**$ 40,911,000**	

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
ROADRUNNER TRANSIT							
RoadRUNNER Transit - Carryover Projects							
Municipal Services Center - Transit	22,110,608	8,383,338					**ARPA, Bonds, Grants, Taxes**
RoadRUNNER Transit - Total Carryover Projects	**$ 22,110,608**	**$ 8,383,338**	**$ -**	**$ -**	**$ -**	**$ -**	
RoadRUNNER Transit - Annual Projects							
Transit Facilities Improvement Program	75,000	75,000	75,000	75,000	80,000	185,000	**Grants, Taxes**
RoadRUNNER Transit - Total Annual Projects	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
Total RoadRUNNER Transit	**$ 22,185,608**	**$ 8,458,338**	**$ 75,000**	**$ 75,000**	**$ 80,000**	**$ 185,000**	
SUSTAINABILITY							
Sustainability - Carryover Projects							
Solar Energy Photo Voltaic Projects	214,152						**Taxes**
Fleet Electric Vehicle Chargers	376,000	-					Grants, Bonds, **Taxes**
Sustainability - Total Carryover Projects	**$ 590,152**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
Sustainability - Future Projects							
DC Fast Chargers for Electric Vehicles		200,000	200,000				Grants, Bonds, Taxes
Public Electric Vehicle Chargers		200,000	200,000				Grants, Bonds, Taxes
Green Cool Corridors for Bicycles				174,000			Grants, Bonds, Taxes
LMI Housing Retrofits for Resiliency				1,270,000			Grants, Bonds, Taxes
Sustainability - Total Future Projects	**$ -**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
Total Sustainability	**$ 590,152**	**$ 400,000**	**$ 400,000**	**$ 1,444,000**	**$ -**	**$ -**	
UTILITIES							
Utilities - Newly Funded Projects							
JHWWTF Rehabilitation	15,111,385						**Bonds**
Wastewater SCADA	596,277	296,569	196,569	30,000	30,000	30,000	**Other**
Water Development	163,224	1,469,019					**WIF**
Utilities - Total Newly Funded Projects	**$ 15,870,886**	**$ 1,765,588**	**$ 196,569**	**$ 30,000**	**$ 30,000**	**$ 30,000**	
Utilities - Carryover Projects							
Wastewater Development	165,000						**WWIF**
Wastewater Septic Systems	2,171,467	1,472,100	1,619,000				**Other, Bonds, Grant**
Water Rehabilitation - NMFA	34,941						**Loans**
Water Utilities Bond Projects 2020A	3,558,786	4,939,151					**Bonds**
Utilities - Total Carryover Projects	**$ 5,930,194**	**$ 6,411,251**	**$ 1,619,000**	**$ -**	**$ -**	**$ -**	
Utilities - Annual Projects							
Gas Admin Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	468,323	475,000	125,000	125,000	125,000	125,000	**Other**
Gas Development - Low & High Pressure	112,444	19,234,390	3,168,364	652,341	300,000	300,000	**Other**
Gas Rehabilitation - Low & High Pressure	110,000	2,403,244	2,543,189	460,000	250,000	250,000	**Other**
Gas Rehabilitation - Street Utility Rehabilitation	2,150,425	1,044,223					**Other**
Gas SCADA	290,871	236,748	236,748	50,000	50,000	50,000	**Other**
Solid Waste Building Improvements Fiberoptic Cable Replacement from Roundtree to JU	1,117,906	405,000	125,000	125,000	125,000	125,000	**Other**

City of Las Cruces
Capital Improvements Program
FY 2024-2029

Amended 05/20/2024

Project Title	Funded FY2024	Infrastructure Capital Improvement Plan (Unfunded) FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Funding Source(s)
Wastewater Building Improvements	175,000	1,031,000	75,000	75,000	75,000	75,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							
Wastewater JHWWTF	69,219	727,835					**Other**
Wastewater Lift Station Renovations	50,000	100,000	50,000	100,000	50,000	100,000	**Other**
Wastewater Rehabilitation - East Mesa Water Reclamation Facility	1,631,309						**Other**
Wastewater Street Utility Rehabilitation	2,133,558	3,465,381	400,000		400,000		**Other**
Water Building Improvements	245,333	475,000	125,000	125,000	125,000	125,000	**Other**
Fiberoptic Cable Replacement from Roundtree to JU							**Other**
Water Rehabilitation - Line Extension	823,106	1,126,230					**Other**
Water Rehabilitation - Reservoir Rehabilitation	60,068	7,367,011	3,565,500				**Other**
Water Rehabilitation - Street Utility Rehabilitation	3,071,605	3,098,992	250,000	350,000	250,000	350,000	**Other**
Water SCADA	89,277	689,214	669,461	50,000	30,000	50,000	**Other**
Utilities - Total Annual Projects	**$ 12,598,444**	**$ 41,879,268**	**$ 11,333,262**	**$ 2,112,341**	**$ 1,780,000**	**$ 1,550,000**	
Utilities - Future Projects							
Water Transite Pipe ID and replace		5,000,000					Grants
Water Well Buildings		1,800,000					Other
Water Booster Station		1,006,771					Other
Water Pump Station Well Rehab		481,040	2,709,364				Other
Water Rehabilitation - Pump Station Rehabilitation		377,800	100,000	100,000	100,000	100,000	Other
Water Rehabilitation - Pump PRV		324,000					Other
Gas Rehabilitation - Regulator Stations		223,658	2,012,923				Other
Wastewater Jacob Hands Wastewater Treatment Facility		100,000	100,000	100,000	100,000	100,000	Other
Water NMFA Loan		100,000					Bonds
Wastewater East Mesa Water Reclamation		50,000	50,000	50,000	50,000	50,000	Other
Wastewater Development Lift Station Upgrades	$ -		100,000				WWIF
Utilities - Total Future Projects		**$ 9,463,269**	**$ 5,072,287**	**$ 250,000**	**$ 250,000**	**$ 250,000**	
Total Utilities	**$ 34,399,525**	**$ 59,519,376**	**$ 18,221,118**	**$ 2,392,341**	**$ 2,060,000**	**$ 1,830,000**	
VISIT LAS CRUCES							
Visit Las Cruces - Carryover Projects							
Convention Center FF&E	75,000	75,000	-	-	-	-	**Taxes**
Visit Las Cruces - Total Carryover Projects	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
Total Visit Las Cruces	**$ 75,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	
ALL DEPARTMENTS							
Total Newly Funded Projects	**$ 46,776,184**	**$ 16,053,228**	**$ 12,784,069**	**$ 12,492,500**	**$ 4,792,500**	**$ 4,792,500**	
Total Carryover Projects	**$ 108,798,740**	**$ 43,364,675**	**$ 19,665,363**	**$ 9,800,000**	**$ 20,350,000**	**$ 9,950,000**	
Total Annual Projects	**$ 48,267,778**	**$ 58,500,768**	**$ 26,829,762**	**$ 17,879,041**	**$ 17,301,700**	**$ 16,926,700**	
Total Future Projects	**$ -**	**$ 127,438,515**	**$ 57,381,687**	**$ 38,846,500**	**$ 23,416,500**	**$ 131,525,400**	
GRAND TOTAL	**$ 203,842,702**	**$ 245,357,186**	**$ 116,660,881**	**$ 79,018,041**	**$ 65,860,700**	**$ 163,194,600**	

Abbreviations and Notes:
- Indicates a Change
- *Pending funding noted in italic*
- **Current funding sources noted in bold**

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
TIDD - *Tax Increment Development District*
WIF - *Water Impact Fees*
WWIF - *Wastewater Impact Fees*

ORDINANCE 3062; COUNCIL BILL 24-020

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS CRUCES, NEW MEXICO, TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $6,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A PUBLIC COMPETITIVE SALE; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN AN AWARD CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO AWARD THE BONDS TO THE PURCHASER; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The City Council is informed that:

WHEREAS, at the general obligation bond election held for the City of Las Cruces (the "City"), State of New Mexico, on the 8th day of November, 2022, the electors of the City authorized the City Council, the governing body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing its City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds") to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized By Election	Amount Previously Issued	Amount to Be Issued
Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $6,000,000 and placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land?	$6,000,000	$0	$6,000,000

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that the $6,000,000 of the general obligation bonds authorized at the election (the "Bonds"), be authorized for issuance at this time; provided, however, that a satisfactory price for the Bonds be obtained in a public sale; and

WHEREAS, the Governing Body expects to sell the Bonds in a public competitive sale to the best bidder, as determined pursuant to the Award Certificate (as defined herein) supplementing this Bond Ordinance; and

WHEREAS, the Governing Body desires to delegate authority to the City Manager or City Financial Services Director (collectively, the "Delegate") (1) to determine the specific principal amounts, interest rates, maturity dates, prices, redemption features, and other final terms and features of the Bonds, including, without limitation, provisions concerning a Bond Insurance Policy (if any), (2) to execute and deliver an award certificate establishing the final terms of the Bonds (the "Award Certificate") as authorized by Section 6-14-10.2 NMSA 1978, and (3) to award the Bonds to the best bidder for the Bonds (the "Purchaser") provided that the

final terms of the Bonds set forth in the Award Certificate be within the parameters set forth in this Ordinance; and

WHEREAS, the Governing Body intends that the specific details of and requirements for bidding for the Bonds shall be provided in an official notice of sale (the "Notice of Sale") to be approved on behalf of the City by the City Financial Services Director or Treasurer or her designee; and

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

Section 1.Ratification. All actions heretofore taken by the Governing Body and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the Improvement Project (as defined herein) be, and the same hereby are, ratified, approved and confirmed.

Section 2.Improvement Project Authorization. Proceeds of the Bonds are hereby authorized to be placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds (collectively, the "Improvement Project").

Section 3.Findings.

A.The issuance of the Bonds under the home rule powers of the City granted by the City Charter, this Bond Ordinance, Sections 6-14-8 through 6-14-11 NMSA 1978, and Sections 6-15-1 through 6-15-22 NMSA 1978, for the purpose of providing funds to finance the costs of the Improvement Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

B.The Bonds shall be authorized by an affirmative vote of a majority of all the members of the Council.

C.The City will finance the costs of the Improvement Project, in whole or in part, with the proceeds of the Bonds.

D.The Net Effective Interest Rate on the Bonds shall not exceed the statutory maximum of 10% per annum.

Section 4.Bonds are General Obligations. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 5.Authorization, Parameters and Detail.

A.Authorization. This Bond Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the citizens of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds in one or more series in the total aggregate principal amount not to exceed $6,000,000 to be designated in the Award Certificate as the "City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024," and the issuance, sale and delivery of the Bonds is hereby authorized.

The forms of the Continuing Disclosure Undertaking and Preliminary Official Statement as presented to the Governing Body, with the adoption of this Ordinance, and the sale of the Bonds to the Purchaser within the parameters set forth in this Ordinance are hereby approved by the Governing Body with the approval of the final terms of the Bonds to be accepted in the Award Certificate, and approval of the final forms of the

Preliminary Official Statement and Continuing Disclosure Undertaking delegated to the Delegate or designee as permitted by Section 6-14-10.2 NMSA 1978. The use and distribution of the Preliminary Official Statement and Official Statement by the Purchaser in connection with the sale of the bonds to the public are hereby ratified, authorized, approved and acknowledged.

B.Parameters Authorized. The Bonds shall be issued subject to the following parameters:

(1)The Bonds shall be issued in an aggregate principal amount not to exceed $6,000,000 for the Improvement Project.

(2)The net effective interest rate on the Bonds shall not exceed 10% per annum.

(3)The final maturity of the Bonds shall not be later than August 1, 2043.

(4)The Bonds shall be sold pursuant to a public competitive sale.

(5)The Purchaser's discount shall not exceed 4% of the par amount of the Bonds.

(6)The Bonds shall be in substantially the form set forth in this Ordinance.

(7)The Bonds shall not be sold for less than the par amount of Bonds plus accrued interest from the date of the Bonds to the date of delivery of the Bonds to the Purchaser.

(8)The Bonds shall be dated as of their date of issuance and delivery.

(9)The Bonds shall be issued as federally taxable under the Internal Revenue Code of 1986.

The Delegate is hereby authorized pursuant to this Ordinance to award the Bonds to the Purchaser, to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, and to execute and deliver the Award Certificate consistent with the parameters set forth in this Ordinance.

C.Details of Bonds.

(1)The forms, terms, and provisions of the Bonds in the form set forth in Section 11 are hereby approved with only such changes therein as are not inconsistent with this Bond Ordinance and as shall be approved in the Award Certificate.

(2)The Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully registered Bonds of any denominations which are multiples of $5,000. The Bonds shall be numbered separately and consecutively, shall be dated the date of their delivery to the Purchaser, shall mature on August 1 of each year and shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date, payable semi-annually on February 1 and August 1 in each year commencing on August 1, 2024, or such other date specified in the Award Certificate, until their respective maturities. The Bonds shall bear the rates of interest, maturities and provisions for redemption prior to maturity as shall be established in the Award Certificate.

D.Notice of Sale. The Official Notice of Sale appended to the form of preliminary official statement presented to the Governing Body in connection with this Ordinance (the "Preliminary Official Statement") is hereby approved with such changes as are approved by the City Financial Services Director consistent with this Ordinance. The City Financial Services Director is hereby authorized and directed to have published once, at least one week prior to the date of sale, a summary of the notice of sale of the Bonds in a newspaper of general circulation in the City, and the City Financial Services Director is hereby authorized and directed to give such other notice of the bond sale as she shall determine, including the publication of the notice in

financial papers and periodicals and the distribution among investment bankers and others of the Preliminary Official Statement.

E.Final Terms; Award of Bonds. The exact principal amounts, maturity dates, interest rates, prices, redemption features and other final terms of the Bonds shall be as set forth in the Award Certificate. The Bonds shall be awarded to the Purchaser as provided in the Award Certificate.

F.Series Date; Numbering; Interest Payment Dates. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one or more series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates set forth in the Award Certificate, payable to the registered owner thereof, or registered assigns, on August 1, 2024, (or such other date as set forth in the Award Certificate) and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year as set forth in the Award Certificate.

Section 6.Redemption of Bonds Prior to Maturity.

A.Optional Redemption and Mandatory Sinking Fund Redemption. Redemption of the Bonds prior to maturity at the option of the City shall be as provided in the Award Certificate. The Bonds may be subject to mandatory sinking fund redemption as set forth in the Award Certificate.

B.Notice of Redemption. Notice of redemption shall be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar/Paying Agent on the fifth day prior to the mailing of notice on the registration books kept by the Registrar/Paying Agent. The City shall give notice of redemption of the Bonds to the Registrar/Paying Agent at least forty-five (45) days prior to the redemption date. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Registrar/Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Such notice may be a conditional notice of redemption – the money required to pay the principal of and interest on the Bonds to be called for redemption need not be on deposit with the Registrar/Paying Agent at the time of mailing the conditional notice of redemption. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Registrar/Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Registrar/Paying Agent, the Registrar/Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Registrar/Paying Agent by the City.

Section 7.Execution of Bonds.

A.The Bonds shall bear the facsimile or manual signature of the Mayor of the City and shall be attested by the facsimile or manual signature of the City Clerk and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor

and City Clerk may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

B.No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds.

A.Books for the registration and transfer of the Bonds shall be kept by the City Treasurer, as Registrar/Paying Agent, who is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B.The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C.If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D.Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E.The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F.Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

G.The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the depository, registered in the name of the depository or its nominee. Principal, premium, if any, and interest will be paid to the depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the depository, Participants or Indirect Participants.

(1)If (i) the Bonds are not eligible for the services of the depository, (ii) the depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

(2)Authorized Officers of the City are authorized to sign agreements with the depository relating to the matters set forth in this Section.

(3)Notwithstanding any other provision of this ordinance, so long as all of the Bonds are registered in the name of the depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent or the City to the depository as provided in this ordinance and by the depository to its Participants or Indirect Participants and to the Beneficial Owners of the Bonds.

Section 9. Successor Registrar/Paying Agent. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that such Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the

United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 10.Bonds Negotiable. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 11.Form of Bonds. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. R-____ $

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF LAS CRUCES
DOÑA ANA COUNTY, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

Registered Owner:

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date
____% per annum	August 1, _____	_____, 2024

The City Council of the City of Las Cruces (the "Governing Body "), on the faith, credit and behalf of the City of Las Cruces, Doña Ana County, New Mexico (the "City"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2024, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Treasurer, as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the

person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $6,000,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City of Las Cruces, Doña Ana County, New Mexico, for the purposes of providing funds to be placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the charter of the City, the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-14-8 through 6-14-11 NMSA 1978, Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. 3062 of the Governing Body duly adopted on March 4, 2024 and made a law of the City prior to the issuance of this bond (the "Bond Ordinance").

The Bonds maturing on or after August 1, 20__, are subject to prior redemption at the City's option on and after August 1, 20___, in whole or in part at any time, in one or more units of principal of $5,000 in such order of maturities as the City may determine (and by lot if less than all of the Bonds of any maturity are called, such selection by lot to be made by the Registrar/Paying Agent in such manner as it shall consider appropriate and fair) The purchase price for Bonds selected for redemption will be equal to the principal amount of each bond (or portion thereof) so redeemed, plus accrued interest thereon to the redemption date.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to

payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City of Las Cruces, in Doña Ana County, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor of the City and subscribed and attested with the facsimile or manual signature of the City Clerk, all as of the Series Date.

GOVERNING BODY OF THE
CITY OF LAS CRUCES, NEW MEXICO

[SEAL]

By _____
Eric Enriquez, Mayor

ATTEST:

By _____
Christine Rivera, City Clerk

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and

Registration: _____, 2024

Las Cruces City Treasurer, as Registrar/Paying Agent

By_____
Erika Jaquez, City Treasurer

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____whose social security or tax identification number is _____the within bond and irrevocably constitutes and appoints _____attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]
[End of Form of Bond]

Section 12.Delivery of Bonds. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser named in the Award Certificate. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for which the Bonds were issued, but the Purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 13.Levy of Taxes. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the City, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the City subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the City may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for that purpose, the principal of and interest accruing on the Bonds shall be paid from the City's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other City taxes are assessed, levied and collected. Annually, the Governing Body shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Governing Body each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied

only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 14.Additional Action of Authorized Officers; Delegation of Authority to Determine Final Terms of the Bonds and Award Bonds to the Purchaser.

A.The Mayor, City Clerk and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance, including without limiting the generality of the foregoing, the deposit of $6,000,000 of the proceeds of the Bonds, plus an allocable share of net premium, if any, into an acquisition fund for payment of the costs of the Improvement Project and the costs of issuance allocable to the Improvement Project, the execution and delivery of a continuing disclosure undertaking to enable the Purchaser of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12(b)(5), the printing of the Bonds, and the execution of such certificates as may be required by the Purchaser relating to the signing of the Bonds, the tenure and identity of City officials, and the receipt of the purchase price of the Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity of the Bonds.

B.Pursuant to Section 6-14-10.2, NMSA 1978, the City Manager or City Financial Services Director, each as Delegate, are hereby delegated authority to execute an Award Certificate, and to determine any or all of the final terms of the Bonds, including, without limitation, the exact principal amounts, maturity dates, interest rates, prices, redemption features, municipal bond insurance, and other final terms of the Bonds subject to the parameters and conditions contained in this Bond Ordinance. The Delegate shall present the Award Certificate to the Governing Body in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Governing Body.

Section 15.Defeasance.

A.Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

B.Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 16. Investment of Bond Proceeds. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations.

Section 17.Ordinance Irrepealable. After any of the Bonds have been issued, this ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18.Severability. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 19.Form of Notice of Adoption. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof and this ordinance shall be effective five days after such publication as provided by law.

[Form of Notice]

LEGAL NOTICE

City of Las Cruces, New Mexico
Notice of Adoption of Ordinance

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Las Cruces, Doña Ana County, New Mexico did, on the 4th day of March, 2024, adopt an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS CRUCES, NEW MEXICO, TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $6,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A PUBLIC COMPETITIVE SALE; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN AN AWARD CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO AWARD THE BONDS TO THE PURCHASER; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of City of Las Cruces, Taxable General Obligation Bonds in the aggregate principal amount of $6,000,000 for the purpose of placing the proceeds into the Affordable Housing Trust Fund to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds; provides parameters for the Bonds; provides the form of the Bonds; delegates authority to the City Manager and City Financial Services Director to determine exact principal amounts, maturity dates, interest rates, prices, redemption features and other final terms of the Bonds within the parameters established in this Ordinance, to award the Bonds to the Purchaser pursuant to an Award Certificate; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the bonds.

Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, Las Cruces City Hall, 700 North Main Street Las Cruces, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 4th day of March, 2024.

CITY OF LAS CRUCES

Christine Rivera, City Clerk

(End of Form of Notice for Publication)

Section 20.Repealer Clause. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

(II)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 04 day of March 2024

APPROVED

Mayor Pro Tem

ATTEST:

City Clerk

Moved by: Becki Graham

Seconded by: Becky Corran

AYES Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, Cassie McClure

NAYS

3062; Council Bill 24-020

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	February 5, 2024	**Adopted:**	March 4, 2024
Drafter:	Erika Jaquez	**Department:**	Financial Services
Program:	Treasury	**Line of Business:**	Revenue Management

Title: **AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS CRUCES, NEW MEXICO, TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $6,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A PUBLIC COMPETITIVE SALE; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN AN AWARD CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO AWARD THE BONDS TO THE PURCHASER; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.**

TYPE OF ACTION: ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:
Issue debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) took four questions to voters at the November 8, 2022, election:

1. Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $10,000,000 to acquire, plan, design, construct a new fire station facility (North of US Highway 70 and East of Interstate 25), including acquisition of necessary land?
2. Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $5,000,000 to acquire, plan, design, construct, and equip the regional community recreation facility known as East Mesa Public Recreation Complex, including acquisition of necessary land?
3. Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $6,000,000, and placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land?
4. Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $2,000,000 to renovate and improve existing parks and recreational facilities?

All four questions were approved.

The City intends to use the proceeds of the $6,000,000 Taxable General Obligation Improvement Bonds, Series 2024, on question 3. The bonds will be payable from ad valorem taxes on property within the City, also known as property taxes.

With this issuance, there will be no remaining authority to issue bonds as approved by voters in 2022.

SUPPORT INFORMATION:

EXHIBIT "A" Preliminary Official Statement
EXHIBIT "B" Disclosure Responsibility Memo - Taxable General Obligation Bonds Series 2024
ATTACHMENT "A" Redlined Draft to Final Ordinance
ATTACHMENT "B" Redlined Preliminary Official Statement

PLAN(S):

City Council Strategic Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance authorizing the issuance of $6,000,000 Taxable General Obligation Improvement Bonds, Series 2024 for question 3 authorized by voters on November 8, 2022.
2. Vote "No"; this will not approve the Ordinance, thus not authorizing the issuance of $6,000,000 Taxable General Obligation Improvement Bonds, Series 2024 for question 3 authorized by voters on November 8, 2022.
3. Vote to "Amend"; this could delay issuance of the bonds and would require further direction from Council and staff.
4. Vote to "Table"; this could delay issuance of bonds.

EXHIBIT "A"

Draft 2/23/2024

NOTICE

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS,
SERIES 2024

Preliminary Official Statement, subject to completion,
dated March 7, 2024

The Preliminary Official Statement, dated March 7, 2024 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Las Cruces, New Mexico (the "City"), has been posted on the internet as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format (Adobe Acrobat XI). Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat XI or later may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement. Paper copies of the Official Statement are available from the Issuer by contacting the municipal advisor, RBC Capital Markets, LLC, Erik Harrigan, at (505) 872-5999.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Preliminary Official Statement alone, and no other document or information on the internet, constitutes the "Official Statement" that the City has deemed "final" as of its date in respect of the Bonds, except for certain information permitted to be omitted therefrom.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated March 7, 2024.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 7, 2024

NEW ISSUE RATING: Moody's: ___

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as taxable under the Internal Revenue Code of 1986, as amended. For a more complete description of such opinion of Bond Counsel and a description of certain provisions tax treatment of interest on the Bonds for certain owners of such bonds, see "TAX STATUS" herein.

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

Dated: Date of Delivery **Due: August 1, as shown below**
Book-Entry Only

The City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds") are issuable as fully registered bonds and when initially purchased will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York ("DTC"). Purchases of the Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. Interest on the Bonds is payable on each February 1 and August 1, commencing August 1, 2024. As long as DTC or its nominee is the registered owner of the Bonds, reference in this Official Statement to the registered owner will mean Cede & Co., and payments of principal or interest on the Bonds will be made directly to DTC by the Paying Agent. Disbursement of such payments to DTC Participants is the responsibility of DTC. See "The Bonds – Book-Entry Only System" herein. The City Treasurer is the Registrar and Paying Agent for the Bonds.

The Bonds are issuable only as fully registered bonds in denominations of $5,000 each or any integral multiple thereof. The Bonds will bear interest from the delivery date.

The Bonds are subject to optional redemption prior to their stated maturity as described herein.

The Bonds are general obligations of the City of Las Cruces, New Mexico (the "City"), payable from general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State, including the City's home rule powers, for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project"). The Bonds are offered when, as and if issued by the City, subject to the approval of Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel and certain other conditions. It is expected that the Bonds will be available for delivery on or about April 11, 2024 through the facilities of the Depository Trust Company, New York, New York.

Electronic bids will be opened at 8:30 a.m, prevailing Mountain Time, March 14, 2024.

Dated: March 7, 2024

* Preliminary, subject to change.

MATURITY SCHEDULE SERIES 2024 BONDS*

Maturity (August 1)	Principal Amount*	Interest Rate	Price	CUSIP Number**
2024	$1,850,000			
2025	1,400,000			
2026	275,000			
2027	275,000			
2028	275,000			
2029	275,000			
2030	275,000			
2031	275,000			
2032	275,000			
2033	275,000			
2034	275,000			
2035	275,000			

Electronic bids will be opened at 8:30 a.m, prevailing Mountain Time, March 14, 2024.

** *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright(c) 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter, Bond Counsel, Disclosure Counsel, or their agents or counsel assume responsibility for the accuracy of such numbers.*

* Preliminary, subject to change.

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized by the City of Las Cruces, New Mexico (the "City") to give any information or to make any statements or representations, other than those contained in this Official Statement, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Bonds in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information set forth or included in this Official Statement has been provided by the City and from other sources believed by the City to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the City described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

The Bonds have not been registered under the Securities Act of 1933, in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities law of the states in which the Bonds have registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement is "deemed final" by the City for purposes of Rule 15c2-12 of the Municipal Securities Rulemaking Board. The City has covenanted to provide such annual financial statements and other information in the manner as may be required by regulations of the Securities and Exchange Commission or other regulatory body.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Official Statement contains statements that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "project," "intend," "expect," and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

CITY OF LAS CRUCES, NEW MEXICO
City Hall, 700 North Main Street
P.O. Box 20000
Las Cruces, New Mexico 88001
(575) 541-2000

MAYOR
Eric Enriquez

CITY COUNCIL
Johana Bencomo, Mayor ProTem
Cassie McClure, Councilor
Bill Mattiace, Councilor
Becki Graham, Councilor
Becky Corran, Councilor
Yvonne Flores, Councilor

CITY ADMINISTRATION
Ifo Pili, City Manager
Leeann DeMouche, Financial Services Director
Erika Jaquez, City Treasurer
Christine Rivera, City Clerk
Linda Samples, City Attorney

FINANCIAL ADVISOR
RBC Capital Markets, LLC
6301 Uptown Boulevard, N.E., Suite 110
Albuquerque, New Mexico 87110
(505) 872-5999

BOND COUNSEL & DISCLOSURE COUNSEL
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 Fourth Street N.W., Suite 1000
P.O. Box 2168 (87103-2168)
Albuquerque, New Mexico 87102
(505) 848-1800

PAYING AGENT AND REGISTRAR
City Treasurer, City of Las Cruces
City Hall, 700 North Main Street
P.O. Box 20000
Las Cruces, New Mexico 88001
(575) 541-2000

TABLE OF CONTENTS

INTRODUCTION AND SUMMARY **1**

THE ISSUER 1
AUTHORITY FOR ISSUANCE AND PURPOSE 1
THE BONDS 1
SECURITY 2
FINANCIAL STATEMENTS 2
SELECTED DEBT RATIOS 2
TAX MATTERS 3
AGENTS AND ADVISORS 3
ADDITIONAL INFORMATION 3

THE BONDS **3**

DESCRIPTION 3
AUTHORIZATION 4
BOND REGISTRAR AND PAYING AGENT 4
PAYMENT OF PRINCIPAL AND INTEREST; RECORD DATE 4
OPTIONAL REDEMPTION OF BONDS 4
EXCHANGE OR TRANSFER OF BONDS 4
BOOK-ENTRY ONLY SYSTEM 5

SECURITY AND REMEDIES **6**

GENERAL 6
LEGAL MATTERS 7
LIMITATIONS ON REMEDIES AVAILABLE TO OWNERS OF BONDS 7

SPECIAL FACTORS AFFECTING THE PAYMENT OF DEBT SERVICE ON THE BONDS AND AVAILABLE REMEDIES **7**

CYBERSECURITY 7
CLIMATE CHANGE AND NATURAL DISASTERS 8

PURPOSE AND PLAN OF FINANCING **8**

SOURCES AND USES OF FUNDS **9**

DEBT AND OTHER FINANCIAL OBLIGATIONS **9**

GENERAL OBLIGATION DEBT 9
STATEMENT OF ESTIMATED DIRECT AND OVERLAPPING DEBT 11
ANALYSIS OF ASSESSED VALUATION 12
HISTORY OF ASSESSED VALUATION 13

RESIDENTIAL TAX RATES - PER $1,000 ASSESSED VALUATION **14**

WITHIN 20 MILL LIMIT FOR GENERAL PURPOSES 14
OVER 20 MILL LIMIT – INTEREST, PRINCIPAL, JUDGMENT, ETC. 14
TOTAL LEVY 14
MAJOR TAXPAYERS 15
YIELD CONTROL LIMITATION 15
LIMITATIONS ON RESIDENTIAL PROPERTY TAX INCREASES 15
TAX COLLECTIONS ON LOCALLY ASSESSED AND CENTRALLY ASSESSED PROPERTY 16
INTEREST ON DELINQUENT TAXES 17
PENALTY FOR DELINQUENT TAXES 17
REMEDIES AVAILABLE FOR NON-PAYMENT OF TAXES 17
PROTEST 18

FINANCES OF THE CITY **18**

BUDGET PROCESS 18
FINANCIAL STATEMENTS 19

THE CITY 22

GENERAL 22
GOVERNMENT 22
ADMINISTRATIVE OFFICERS 22
OTHER EMPLOYEES 23
RETIREMENT PLAN 23
CITY BUDGETS 24
CITY STRATEGIC PLAN 24
INDUSTRY 25
EDUCATION 25
NEW MEXICO STATE UNIVERSITY 25
AGRICULTURE 26
TRANSPORTATION 26
LABOR FORCE AND PERCENT UNEMPLOYED 26
COVERED WAGE AND SALARY EMPLOYMENT BY NAICS CODE CLASSIFICATION 27
MAJOR EMPLOYERS 28
PER CAPITA INCOME 28

EFFECTIVE BUYING INCOME 29

AGE DISTRIBUTION 29
POPULATION 29

TAX STATUS 30

GENERAL 30

CONTINUING DISCLOSURE INFORMATION 30

COMPLIANCE WITH CONTINUING DISCLOSURE UNDERTAKINGS IN FUTURE YEARS 30

LITIGATION 31

RATINGS 31

MUNICIPAL ADVISOR 31

LEGAL MATTERS 32

TRANSCRIPT AND CLOSING DOCUMENTS 32

ADDITIONAL INFORMATION 32

OFFICIAL STATEMENT CERTIFICATION 33

APPENDIX A OPINION OF BOND COUNSEL A-1

APPENDIX B AUDITED FINANCIAL STATEMENTS – JUNE 30, 2023 ..... B-1

APPENDIX C FORM OF CONTINUING DISCLOSURE UNDERTAKING C-1

APPENDIX D OFFICIAL NOTICE OF BOND SALE D-1

OFFICIAL STATEMENT

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

INTRODUCTION AND SUMMARY

This Official Statement is furnished to prospective purchasers of the City of Las Cruces, New Mexico, Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"), issued in the aggregate principal amount of $6,000,000* by the City of Las Cruces, New Mexico (the "City"). The offering of the Bonds is made only by way of this Official Statement and the Official Notice of Bond Sale, authorized by Ordinance No. 3062 adopted by the City Council on March 4, 2024, as supplemented by the Award Certificate executed on March __, 2024 (collectively, the "Bond Ordinance"). Additional information concerning the City, the Bonds and other aspects of this offering may be obtained either from the City or from RBC Capital Markets, LLC (the "Municipal Advisor") at the addresses set forth in the section entitled "ADDITIONAL INFORMATION."

The following material is qualified in its entirety by the more complete information contained throughout this Official Statement, and detachment or other use of this "INTRODUCTION AND SUMMARY" without the entire Official Statement, including the cover page and the appendices, is unauthorized.

All terms used in this Official Statement that are not defined herein shall have the meanings given such terms in the Bond Ordinance.

The Issuer

The City is a political subdivision of the State of New Mexico (the "State"), organized and existing under the Constitution, and general laws of the State. The City was incorporated in 1907 and is located in southern New Mexico. It is New Mexico's second largest city. It operates under a Council-Manager form of government with the Mayor elected at large. The City's Fiscal Year ends June 30 and is referred to in this Official Statement as the "Fiscal Year."

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico, in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. $6,000,000* in principal amount of the Bonds represents the second and final series of general obligation bonds approved in aggregate amount of $23,000,000 by the qualified electors of the City at an election held on November 8, 2022. The Bonds are being issued for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project").

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to

* Preliminary, subject to change.

the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing August 1, 2024 to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES"

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2023 including the opinions rendered thereon of certified public accountants, are attached as Appendix B.

Selected Debt Ratios

The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

2023 Assessed Valuation	$ 3,008,373,421
2023 Estimated Actual Valuation[1]	$9,909,936,090
City Debt as a % of	
Assessed Valuation	1.23%
Estimated Actual Valuation	0.37%
Direct and Overlapping Debt as a % of	
Assessed Valuation[2][3]	5.01%
Estimated Actual Valuation[2][3]	1.52%
City General Obligation Debt Outstanding[3][4]	$37,010,000
City General Obligation Debt[2][3]	$37,010,000
Estimated Direct & Overlapping G/O Debt[2][3]	$150,774,905
2023 Estimated Population[5]	114,450
City Net Debt Per Capita[2][4]	$278.84
Direct and Overlapping Debt Per Capita[3]	$1,317.39

(1) Actual valuation is computed by adding 2023 exemptions to the 2023 assessed valuation and multiplying by three.

(2) Figure includes proposed 2024 Bonds.

(3) Figure is not net of accumulated Debt Service Fund amounts.

(4) Figure is net of accumulated debt service fund amounts attributable to the upcoming principal payment. The net cash balance in the debt service fund as of February 7, 2024 was $6,722,665 of which 75.81% was properly attributable to principal reduction.

(5) Based on 2020 population from US Census and the estimated growth rate of .9%.

See "DEBT AND OTHER FINANCIAL OBLIGATIONS – General Obligation Debt" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), based on existing laws of the State of New Mexico as enacted and construed, the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended.

Agents and Advisors

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

RBC Capital Markets, LLC ("RBC") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. RBC, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Las Cruces, 700 North Main, Las Cruces, NM 88001, telephone number (575) 541-2000, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $6,000,000* and will be dated the Date of Delivery, which is expected to be on or about April 11, 2024. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on August 1, 2024, and maturing as set forth on the cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof.

Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Bond Ordinance of the City Council delegating authority to the City Manager or delegate awarding the Bonds to the successful bidder for the Bonds in the public sale to be held on March 14, 2024. A copy of the Official Notice of Bond Sale is attached to this Official Statement as Appendix D.

Bond Registrar and Paying Agent

The City Treasurer will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 2033, may be redeemed prior to their scheduled maturity on August 1, 2032, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required

to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested

by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the

property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

SPECIAL FACTORS AFFECTING THE PAYMENT OF DEBT SERVICE ON THE BONDS AND AVAILABLE REMEDIES

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is constant. Such incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks from outside entities. The effect of such threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems.

The City maintains a cybersecurity program that uses a multilayer, multi-vendor approach. Staffing for the program consists of a cybersecurity administrator who is CASP+ certified and an information security specialist. The City has an IT Governance program which provides a technology review, including the review of security standards, for new technology purchases. The City has a Protected Information Management Committee which sets standards for the use and security of protected information within the City. The City has cyber security insurance policy with coverage comparable to coverage carried by other U.S. municipalities of a similar size.

Security technology used by the City includes a unified threat management security system, end point security software on all computers, internal and external network traffic inspection, centralized event log correlation and alerting, and honey pot technologies. All computer operating system environments are updated with security updates as they are released. All updates are centrally managed. All City staff are

required to attend a cybersecurity awareness training annually. Security penetration testing is performed bi-annually using a third-party auditor.

Climate Change and Natural Disasters

The City could experience, and is susceptible to additional, weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $6,000,000*, which represents the second and final series of general obligation bonds approved by the qualified electors of the City at an election held on November 8, 2022 in a maximum aggregate amount of $23,000,000. The Bonds will be issued for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project").

From the deposit of the Bond proceeds in the City's Affordable Housing Trust Fund, the City expects to fund projects to support affordable housing in the City. The projects include, but are not limited to, portions of the projects listed below. Other projects may be funded in combination with other funding sources. Each of the proposed projects listed has numerous sources of funding that, when combined with the proposed City contribution from the Affordable Housing Trust Fund, fully fund the projects:

1. The Three Sisters Apartments – 70 units housing families at or below 60% of the Area Median Income (AMI)
2. Pedrena Apartments – 80 units housing senior citizens ages 55 and older with income at or below 60% of the AMI
3. Peachtree Canyon Apartments Phase I – 144 units for households at or below 60% of the AMI

* Preliminary, subject to change.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds, other than accrued interest, are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Deposit to Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

(1) Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

DEBT AND OTHER FINANCIAL OBLIGATIONS

General Obligation Debt

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. A test for maximum general obligation bonds outstanding of the City follows:

2023 Assessed Valuation[1]	$3,008,373,421
2023 Estimated Actual Valuation	$9,909,936,090
City Bonded Debt Outstanding[2]	$37,010,000
Minus Debt Service Fund Balance Attributable to Principal	(5,096,341)
NET DEBT	$31,913,659
Ratio of City Outstanding Debt to 2023 Assessed Valuation[2]	1.23%
Ratio of City Outstanding Debt to 2023 Estimated Actual Valuation[2]	0.37%
Per Capita Bonded Debt [2]	$323.37
2023 Estimated Population[3]	114,450

(1) New Mexico Assessed Values represent 33-1/3% (the maximum assessment ratio permitted by the New Mexico Constitution) of the actual property value after deduction of certain exemptions. Property tax levies are based upon the certified assessed valuation.

(2) Includes proposed Series 2024 Bonds not net of debt service fund balance attributable to principal..

(3) Based on 2020 population from US Census and the estimated growth rate of .9%.

As of the date of this Official Statement, the City has outstanding general obligation indebtedness consisting of principal of $6,895,000 of its Series 2019 Bonds, principal of $9,305,000 of its Series 2020 Bonds, and principal of $14,810,000 of its 2023 Bonds. The combined debt service requirements of the Series 2019 Bonds, Series 2020 Bonds, Series 2023 Bonds and the anticipated debt service requirements of the Series 2024 Bonds are shown in the following table.

	Current Requirements			Series 2024 Bonds*			Total Requirements*		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2024	$3,790,000	$1,304,200	$5,094,200	$1,850,000	$91,667	$1,941,667	$5,640,000	$1,395,867	$7,035,867
2025	3,150,000	1,114,700	4,264,700	1,400,000	207,500	1,607,500	$4,550,000	$1,322,200	$5,872,200
2026	3,095,000	957,200	4,052,200	275,000	137,500	412,500	$3,370,000	$1,094,700	$4,464,700
2027	3,095,000	802,450	3,897,450	275,000	123,750	398,750	$3,370,000	$926,200	$4,296,200
2028	3,095,000	657,550	3,752,550	275,000	110,000	385,000	$3,370,000	$767,550	$4,137,550
2029	3,095,000	553,400	3,648,400	275,000	96,250	371,250	$3,370,000	$649,650	$4,019,650
2030	3,095,000	449,250	3,544,250	275,000	82,500	357,500	$3,370,000	$531,750	$3,901,750
2031	2,110,000	345,100	2,455,100	275,000	68,750	343,750	$2,385,000	$413,850	$2,798,850
2032	2,145,000	270,500	2,415,500	275,000	55,000	330,000	$2,420,000	$325,500	$2,745,500
2033	1,080,000	195,200	1,275,200	275,000	41,250	316,250	$1,355,000	$236,450	$1,591,450
2034	1,080,000	141,200	1,221,200	275,000	27,500	302,500	$1,355,000	$168,700	$1,523,700
2035	1,080,000	87,200	1,167,200	275,000	13,750	288,750	$1,355,000	$100,950	$1,455,950
2036	1,100,000	44,000	1,144,000				$1,100,000	$44,000	$1,144,000
Total	$31,010,000	$6,921,950	$37,931,950	$6,000,000	$1,055,417	$7,055,417	$37,010,000	$7,977,367	$44,987,367

*Preliminary, subject to change. Interest on Series 2024 Bonds computed at 5.00% per annum for illustration purposes only.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.

Taxing Entity	2023 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	Amount
State of New Mexico	$110,879,706,059	$541,270,000	2.71%	$14,685,666
Doña Ana County	5,607,428,928	4,110,000	53.65%	2,205,006
Doña Ana Com. Col.	5,691,157,467	18,750,000	52.86%	9,911,341
City of Las Cruces	3,008,373,421	37,010,000[(1)(2)]	100.00%	37,010,000[(1)(2)]
Las Cruces Schools	4,358,294,851	125,985,000	69.03%	86,962,892
Total Direct and Overlapping Debt				$150,774,905

Ratio of Estimated Direct & Overlapping Debt to 2023 Assessed Valuation:	5.01%
Ratio of Estimated Direct & Overlapping Debt to 2023 Estimated Actual Valuation:	1.52%
Per Capita Direct & Overlapping Debt:	$1,353.64

Source: Doña Ana County Assessor's Office, State Assessed Property Tax Division and individual entities.

(1) Includes proposed Series 2024 Bonds.

(2) Figure is not net of Debt Service Fund Balance.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2023 Assessed Valuation is $3,008,373,421. The actual value of personal property within the City (see "Assessments" below) is determined by the Doña Ana County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Las Cruces is as follows:

	2023	2022	2021	2020	2019
Assessments					
Value of Land	$669,137,957	$ 657,946,481	$ 643,226,071	$ 628,874,074	$ 617,132,989
Improvements	2,473,701,170	2,261,910,366	2,098,853	2,028,024,992	1,929,579,112
Personal Property	73,211,428	74,520,534	64,245,761	65,230,658	71,440,024
Mobile Homes	27,622,580	25,333,289	24,594,089	23,835,529	23,336,016
Livestock	11,932	11,948	13,282	12,899	11,081
Assessor's Taxable Value	$3,243,685,067	$3,019,722,618	$2,830,932,638	$2,745,978,152	$2,641,499.222
Less Exemptions					
Head of Family	$ 25,167,569	$ 25,133,106	$ 25,741,064	$ 26,069,893	$ 26,649,447
Veterans	72,339,335	61,259,054	54,936,784	49,285,089	45,420,622
Other	197,431,705	188,051,630	180,315,108	177,902,715	173,610,313
Total Exemptions	$ 294,938,609	$ 274,443,799	$ 260,992,956	$ 253,257,697	$ 245,680,382
Assessor's Net Taxable Value	$2,948,746,458	$2,745,278,819	$2,569,939,682	$2,492,720,455	$2,395,818,840
Centrally Assessed	$59,626,963	$65,077,289	$59,843,051	$60,169,664	$56,698,286
Total Assessed Valuation	$3,008,373,421	$2,810,356,108	$2,629,782,733	$2,552,890,119	$2,452,517,126
Residential	$2,243,157,741	$2,051,707,930	$1,894,030,170	$1,801,660,043	$1,715,172,485
Non-Residential	765,215,680	758,648,178	734,752,563	751,230,076	737,344,641
Total	$3,008,373,421	$2,810,356,108	$2,629,782,733	$2,552,890,119	$2,452,517,126

Source: Dona Ana County Assessor's Office

History of Assessed Valuation

The following is a history of assessed valuation for the City and Doña Ana County.

Tax Year	City of Las Cruces	Doña Ana County
2023	$3,008,373,421	$5,607,428,928
2022	2,810,356,108	5,223,570,138
2021	2,629,782,733	4,935,560,916
2020	2,552,890,119	4,783,117,888
2019	2,452,517,126	4,602,866,403

Source: Dona Ana County Assessor's Office

Article VIII, Section 2, of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the City to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the City voting on the question. The following table summarizes the tax rates on residential property located within the City for 2022-2023 Fiscal Year and the previous four fiscal years. The City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. A high level of taxation may adversely impact the City's ability to repay bonds.

RESIDENTIAL TAX RATES - Per $1,000 Assessed Valuation

Within 20 Mill Limit for General Purposes

	2023	2022	2021	2020	2019
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Doña Ana County	9.212	9.172	9.114	0.222	9.253
Doña Ana Comm. College	1.242	1.237	1.230	1.245	1.250
City of Las Cruces	4.841	4.787	4.774	4.805	4.841
Las Cruces Flood Control	2.000	1.977	1.972	1.985	2.000
Las Cruces Schools	0.344	0.343	0.339	0.342	0.344
Total	**$17.688**	**$17.516**	**17.429**	**17.599**	**17.688**

Over 20 Mill Limit – Interest, Principal, Judgment, etc.

	2023	2022	2021	2020	2019
State of New Mexico	$1.360	$ 1.360	$ 1.360	$ 1.360	$ 1.360
Doña Ana County	0.085	0.091	0.096	0.099	0.098
Doña Ana Comm. College	0.750	0.750	0.750	0.750	0.750
City of Las Cruces	2.007	2.030	2.030	2.009	2.007
Las Cruces Schools	9.605	9.618	9.593	9.604	9.605
Total	**$13.382**	**$ 13.849**	**$13.829**	**$13,822**	**$13.820**

Total Levy

	2023	2022	2021	2020	2019
State of New Mexico	$1.360	$ 1.360	$ 1.360	$ 1.360	$ 1.360
Doña Ana County	9.297	9.263	9.210	9.321	9.351
Doña Ana Comm. College	1.992	1.987	1.980	1.995	2.000
City of Las Cruces	6.849	6.817	6.804	6.814	8.848
Las Cruces Flood Control	1.972	1.977	1.972	1.985	2.000
Las Cruces Schools	9.949	9.961	9.932	9.946	9.949
Total Residential*	**$30.927**	**$31.365**	**$31.248**	**$31.421**	**$31.508**
Total Non-Residential*	**$34.102**	**$34.569**	**$34.573**	**$34.554**	**$34.540**

*In City of Las Cruces

Source: State of New Mexico, Department of Finance & Administration

Major Taxpayers

Taxpayer	Business	2023 Assessed Valuation	% of City Assessed Value
El Paso Electric	Electric Utility	$25,383,957	0.84%
Las Cruces Medical Center	Medical Center	20,401,880	0.68%
Comcast of New Mexico	Cable Provider	13,200,443	0.44%
Saputo Cheese USA Inc	Dairy	12,516,370	0.42%
Memorial Medical Center	Medical Center	11,986,798	0.40%
Las Cruces Hospital Building LLC	Real Estate	10,923,974	0.36%
Copperstone LLC	Real Estate	6,062,296	0.20%
HTA-Regional Medical Center LLC	Medical Center	5,994,174	0.20%
Clear Sky Capital Casas de Soledad Apartments	Apartments	5,990,325	0.20%
Park Place Las Cruces LLC	Investments	5,851,337	0.19%
Total		$118,311,554	3.93%

(1) Based on 2023 City Assessed Valuation of $3,008,373,421

Source: Dona Ana County Assessor's Office

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; however, if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases beginning in tax year 2001. Annual valuation increases will be limited to the greater of 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When residential property is being valued for the first time;
2. When physical improvements (except for solar energy system installations) are made to the property or are omitted in a prior tax year;
3. When the property is transferred to a person other than a spouse, or a child who occupies the property as his principal residence and who qualifies for the head of household exemption on the property under the Property Tax Code;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are 65 years of age or older or who are disabled and whose modified gross income for the prior taxable year did not exceed the income thresholds provided by statute. The statute fixes the valuation of the property to the valuation in the year that (a) for a person 65 or older, in the tax year in which the owner qualifies and files an application, or (b) for a person who is disabled, in the tax year in which the owner qualified and files an application the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes (other than taxes on certain property and business that are centrally assessed) for all units of government are collected by the Doña Ana County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. In 2019, the legislature enacted temporary provisions for tax years 2019 and 2021 which extended the due date from November

10th to December 6th in 2019 and 2021 respectively, and the date of delinquency for the first installment from December 10th to January 9th in 2020 and 2022, respectively. Those temporary provisions have expired.

Collection statistics for Doña Ana County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Tax Collections[1]	Current Collections as of % of Net Levied	Current/ Delinquent Tax Collection[2]	Current/ Delinquent Collections as a % of Net Levied
2022	22/23	$ 161,814,809	$ 155,206,412	95.92%	$ 156,980,629	97.01%
2021	21/22	151,178,013	146,033,493	96.60%	146,033,493	96.58%
2020	20/21	147,144,085	141,840,720	96.40%	145,124,398	98.61%
2019	19/20	142,232,178	135,927,911	95.57%	141,367,968	99.39%
2018	18/19	136,523,134	129,331,545	94.73%	135,834,583	99.49%
2017	17/18	126,151,212	120,921,863	95.85%	125,503,532	99.48%
2016	16/17	123,963,110	118,564,408	95.64%	123,619,526	99.72%
2015	15/16	121,310,986	115,940,130	95.57%	121,029,411	99.77%
2014	14/15	117,384,277	112,086,171	95.49%	117,150,351	99.80%
2013	13/14	114,395,409	109,475,574	95.70%	114,199,734	99.83%

(1) Current collections through June 30 of each year.

(2) As of June 30th of each year.

Source: Dona Ana County Treasurer's Office

For tax year 2023 (fiscal year 2023-2024), net taxes charged to the Treasurer were $171,829,149.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49, NMSA 1978, if property taxes are not paid for any reason within thirty (30) days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth (30th) day after they are due until the date they are paid. Interest accrues at the rate of 1% per month or any fraction of a month. However, in the case of a timely protest, interest payable shall be computed on a principal amount equal to the unpaid taxes finally determined to be due upon resolution of the protest.

Penalty for Delinquent Taxes

Pursuant to Section 7-38-50 NMSA 1978, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A county can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation

purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes. The sale or transfer of property after its valuation date does not relieve the former owner of personal liability for the property taxes imposed for that tax year.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent at any time after the expiration of three years from the first date shown on the tax delinquency list on which the taxes became delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCES OF THE CITY

Budget Process

Pursuant to the City Charter (the "Charter"), the City adheres to the following procedure in establishing its annual budget: At least sixty (60) days prior to the start of the fiscal year (July 1), the City Manager shall submit a budget and budget message to the council for the ensuing fiscal year. The City Manager's message shall explain the budget both in fiscal terms and in terms of work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year and describe the important features of the budget. It shall indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes. The budget message shall summarize the City's debt position and include any other material the City Manager deems desirable.

The budget itself shall provide a complete financial plan of all City funds and activities for the ensuing year. The budget shall show in detail all estimated income, indicating the estimated property tax levy, estimated tax revenues, and all proposed expenditures, and shall be arranged to show comparative figures for actual and estimated income and expenditures of the current fiscal year. It shall also show actual income and expenditures of the preceding fiscal year to date and estimated income and expenditures for the remaining months of the fiscal year. The budget shall include the following: (1) proposed expenditures for current operations during the ensuing fiscal year; (2) proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each capital expenditure; and (3) anticipated reserves for the ensuing fiscal year of each enterprise owned by the City and the proposed method of the disposition of those reserves. Subsidiary budgets for each

enterprise giving detailed income and expenditure information shall be attached as appendices to the budget. The total of proposed expenditures for a year shall not exceed the total of estimated resources for that year.

Following a public hearing on the proposed budget, the City Council may adopt the budget, with or without amendment. The City Council may add or increase programs or amounts and may delete or decrease any programs or amounts, except for expenditures required by law, for debt service or for estimated cash deficit. No amendment to the budget or capital improvements program shall increase the authorized expenditures to an amount greater than the total of estimated resources available during the fiscal year. The City Council shall adopt the budget no later than thirty (30) days before the beginning of the fiscal year. If it fails to adopt the budget by the beginning of the fiscal year, the amounts appropriated for current operation for the current fiscal year are deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until the City Council adopts a budget. Nothing in the Charter shall preclude the City from meeting its debt service when due. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated in the budget.

If during the fiscal year the City Manager certifies that resources are available for appropriation in excess of those estimated in the budget, the City Council may make supplemental appropriations for the year up to the amount of the excess. If at any time during the fiscal year, the City Manager believes that the resources available may be insufficient to meet the amount appropriated, the City Manager shall so report to the City Council, indicating the estimated amount of the deficit, any remedial action taken or to be taken by the City Manager, and recommendations as to any other steps to be taken. The City Council shall then take any action deemed necessary to prevent any deficit, and for that purpose it may reduce any appropriation. No appropriation for debt service may be reduced or transferred. No appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

As a management control device, the City employs formal budgetary integration at the line item level. Deficit financing is not permitted under New Mexico law.

The Government Finance Officers Association ("GFOA") awarded to the City the Distinguished Budget Presentation Award in 2022, which is the 16th consecutive year the City has achieved this designation. The City also received the Certificate of Achievement of Excellence in Financial Reporting, for the 19th consecutive year for the City's 2022 Annual Certified Financial Report.

Financial Statements

The following General Fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances have been included herein for informational purposes only. Figures were taken from the audit reports prepared by the City. Audited figures are excerpts of the audit reports and do not purport to be complete. Reference is made to the complete audit reports which are available upon request.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND[1]

	2019	2020	2021	2022	2023
REVENUES					
Local Taxes:					
Gross receipts	$84,786,667	$90,340,739	$97,593,897	$122,059,903	$129,706,540
Property	12,249,039	12,763,080	13,233,032	13,330,826	14,371,555
Utility franchise	-				
Total local taxes	$97,035,706	$103,103,819	$110,826,929	$135,390,729	144,078,095
State-shared taxes	637,637	472,300	541,319	643,066	1,498,241
Charges for services	3,290,364	2,522,487	766,399	1,239,652	1,447,576
Fees and fines	549,072	311,623	216,230	234,400	170,540
Investment income (loss)	1,989,566	1,613,241	35,135	(704,725)	1,337,383
Franchise fee	3,628,782	3,510,306	4,292,458	4,281,498	4,352,874
Licenses and permits	1,473,546	1,787,286	2,529,467	3,356,634	3,121,170
Operating grants and contributions	-				
Intergovernmental	15,973	16,267	14,901	15,568	20,825
Other	4,507,388	4,174,595	3,732,914	7,430,412	4,534,147
Total Revenues	$113,128,034	$117,511,924	$122,955,752	$151,887,234	$160,560,851
EXPENDITURES					
Current:					
General government	18,791,042	19,032,925	18,588,324	26,428,977	24,696,257
Economic development	3,990,650		2,534,112	3,115,046	3,042,822
Police	25,536,609	25,185,636	22,712,126	25,553,304	28,369,667
Fire	16,282,527	16,221,513	15,793,885	18,247,544	20,324,286
Community development	4,450,169	3,801,890	3,960,914	4,216,866	4,655,037
Quality of Life	6,465,482	6,391,893	6,243,602	7,061,968	7,829,814
Public works	12,111,416	13,057,782	8,228,681	12,570,016	13,055,476
Information technology	-				
Transportation	-				
Parks and recreation	11,032,649	10,627,344	8,784,074	12,636,023	14,665,324
Capital Outlay	4,911,888	2,021,780	4,297,927	5,270,326	17,617,102
Debt service	-				
Interest	-				
Principal	-				
Total Expenditures	$103,572,432	$99,295,123	$91,143,645	$115,100,070	134,255,785
Revenues Over (Under) Expenditures	$$9,555,602	$18,216,801	$31,812,107	$36,787,164	26,305,066
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-				7,567,358
Proceeds from sale of capital assets	260,372	130,344	-	-	
Payment to agency	-				
Transfers in	6,293,917	5,702,555	3,304,119	5,287,856	10,398,847
Transfers out	(17,459,534)	(27,184,709)	(27,626,489)	(31,178,295)	(26,762,047)
Total other financing sources (uses)	(10,905,245)	(21,351,810)	(24,322,370)	(25,890,439)	(8,795,842)
Net Change in Fund Balances	(1,349,643)	(3,135,009)	7,489,737	10,896,725	17,509,224
Fund Balances - Beginning of Year	48,376,447	47,026,804	43,891,795	51,381,532	62,278,257
Fund Balances – End of Year	$47,026,804	$43,891,795	$51,381,532	$62,278,257	$79,787,481

(1) Information appearing in the table is derived from the City's audited financial statements, but table is not audited.

Source: City of Las Cruces.

CITY OF LAS CRUCES, NEW MEXICO BALANCE SHEET – GENERAL FUND[1]

	2019	2020	2021	2022	2023
ASSETS					
Pooled cash and investments	$ 31,290,527	$ 36,239,451	$ 33,813,122	$44,791,886	$57,594,669
Restricted cash and investments					
Receivables, net	1,003,292	646,188	907,1953	796,359	564,064
Due from other funds	2,356,860	1,441,900	1,273,602	1,562,759	5,217,586
Due from other governmental units	15,978,747	15,813,191	18,860,630	21,501,563	22,970,020
Leases receivable				2,245,749	2,057,061
Inventories	1,702,416	1,711,370	1,760,958	1,645,743	1,725,999
Total Assets	$ 52,331,842	$ 55,852,100	$ 56,615,507	$ 72,544,059	$ 90,129,399
DEFERRED OUTFLOWS OF RESOURCES					
Deferred amount from investment Earnings					
Total Deferred Outflow of Resources					
Total Assets and Deferred Outflow of Resources	$ 52,331,842	$ 55,852,100	$ 56,615,507	$ 72,544,059	$ 90,129,399
LIABILITIES					
Accounts and Contracts Payable	$ 2,531,580	$ 1,759,098	$ 2,058,322	$ 4,000,510	$ 3,649,480
Due to other funds					
Accrued Liabilities	1,878,065	9,267,941	2,254,842	3,392,283	3,922,640
Unearned Revenues	259,582	257,297	252,522	30,662	32,218
Total Liabilities	4,669,227	11,284,336	4,565,686	7,423,455	7,604,338
Deferred Inflows of Resources					
Deferred special assessment receipts					
Unavailable revenue	623,374	663,533	655,852		726,674
Deferred inflows related to leases				2,245,749	2,010,906
Deferred from invest.	12,437	12,437	12,437	596,598	
Total Deferred Inflows of Resources	635,811	675,970	668,289	2,842,347	2,737,580
Total Liabilities and Deferred Inflows of Resources	5,305,038	11,960,306	5,233,975	10,265,802	10,341,918
FUND BALANCES					
Non-spendable:					
Inventories	$ 1,702,416	$ 1,711,807	$ 1,760,958	$ 1,645,763	$ 1,725,999
Restricted For:					
General Government					492,000
Economic Development	404,793	547,794	769,085	912,362	747,362
Public safety programs	246,676	656,505	381,947	226,106	545,893
Housing and community development	64,157	65,387	269,104	58,830	65,452
Parks and recreation	723,102	383,351	269,465	889,613	759,472
Public works				78,245	21,331
Community and cultural services*	752,400	791,878	924,662	857,571	940,779
Debt service funds					
Health-related programs					
Transportation					
Committed for:					
Health related programs					
Debt service	9,007,794	9,380,532	10,679,581	10,463,998	10,463,205
Public safety programs	3,972,450	4,178,662	2,472,858	2,582,858	3,733,193
Public works			6,800,000	6,500,000	6,500,000
Transportation	5,391,042	3,500,000	2,511,854	2,511,054	3,991,355
Quality of Life	1,370,000	1,250,000	2,150,000	2,150,000	2,448,184
Economic Development		825,320	850,200	773,000	1,013,000
Assigned to:					
Economic development	2,083,962	1,347,523	1,716,968	1,519,399	1,352,454
Public works	308,349		563,487		
Culture and recreation					
Transportation	160,823				
Community development					
Vehicle acquisition	633,505	1,352,415	1,668,918	854,875	973,845
Unassigned:					
Unassigned:	20,205,335	17,900,621	17,592,445	30,254,603	44,013,957
Total fund balances	$ 47,026,804	$ 43,891,795	$ 51,381,532	$ 62,278,257	79,787,481
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 52,331,842	$ 55,852,101	$ 56,615,507	$ 72,544,059	$ 90,129,399

THE CITY

General

The Las Cruces/Doña Ana County area borders Texas and Mexico and has a rich and colorful history, ranging from 16th century Spanish explorations to the landing of the space shuttle. Las Cruces is the second largest city in the State and is the commercial service and cultural center of southern New Mexico. The City of Las Cruces is located approximately 45 miles north of El Paso, Texas and Cuidad Juárez, Mexico and 225 miles south of Albuquerque, New Mexico.

The economy of the Las Cruces MSA (Metropolitan Statistical Area) is diversified with the major employers being government which accounted for approximately 21,500 jobs as of November 2023. The remaining non-agricultural jobs are in private education and health services (18,400), trade/ transportation/ utilities (11,400), leisure and hospitality (9,200), professional and business services (7,200), mining and construction (3,900), manufacturing (3,500), financial activities (2,400), information (600), and all other services (1,600) (as reported in the New Mexico Department of Workforce Solutions Labor Market Review, November 2023).

Growth in the economy is demonstrated in the growth of gross receipts from retail trade, assessed valuation, building permits, housing prices, and median household income.

Government

The City was founded in 1849 and incorporated in 1907 and operates under a home rule charter with a Council-Manager form of government. Nonpartisan elections are held for members of the City Council of the City (the "Council") for the election of councilors from six single-member districts and for a Mayor to be nominated and elected at large by the resident and qualified voters of the City.

Councilors and the Mayor are elected for staggered four year terms. The Mayor and the Council and the date of expiration of their current terms are as follows:

Name	Office	Current Term Expires
Eric Enriquez	Mayor	December 31, 2027
Cassie McClure	Councilor – District 1	December 31, 2027
Bill Mattiace	Councilor – District 2	December 31, 2027
Becki Graham	Councilor – District 3	December 31, 2025
Johana Bencomo	Councilor – District 4	December 31, 2027
Becky Corran	Councilor – District 5	December 31, 2025
Yvonne M. Flores	Councilor – District 6	December 31, 2025

Administrative Officers

City Manager Ifo Pili began his duties as Las Cruces City Manager in September 2020. Before coming to Las Cruces, Mr. Pili was the city administrator in Eagle Mountain City, Utah since 2012. He also served as Eagle Mountain City's assistant city administrator and economic development coordinator for six years before becoming city administrator. He also was the district administrator for the Unified Fire Service Area, which served 11 Utah municipalities and unincorporated Salt Lake County. Mr. Pili was also an adjunct professor in the Master of Public Administration program at Brigham Young University, teaching local government management. He earned a Bachelor of Science degree in political science and a Master of Public Administration degree from BYU.

Finance Director of Financial Services Leeann DeMouche joined the City of Las Cruces in 2011 with an extensive analytical background in economics and project management. Ms. DeMouche spent ten years with New Mexico State University as the Water Resource Specialist. In 2011, she began her career with the City as the Water Conservation Coordinator. In 2013 she was promoted as the Rate and Economic Analyst Manager, 2015 Fleet Administrator, 2018 Chief Budget Officer, and 2021 Finance Director. Ms. DeMouche is a graduate of New Mexico State University with a BA and MA in Economics.

City Treasurer Erika Jaquez, MBA, as the Treasurer for the City of Las Cruces, has responsibility for management and direction of treasury operations including short-term investment portfolio management, long and short term debt issuance, operational budgeting, bank relationship management and credit card processing. She started with the City in October 2011 and has held various positions in finance, public works, and internal audit. Ms. Jaquez earned her Master of Business Administration and Master of Accountancy from New Mexico State University.

City Clerk Christine Rivera has been with the City of Las Cruces since 2012, was appointed interim city clerk in October of 2019, and became city clerk in August 2020. She received her Certified Municipal Clerk designation in 2016. She earned her Bachelors in Psychology from Louisiana College in 2001 and her Masters in Psychology from Capella University in 2016.

City Attorney Linda A. Samples became the Las Cruces City Attorney on July 31, 2023. Immediately prior to becoming City Attorney, Ms. Samples served as Associate General Counsel for the Texas Tech University System. Previously, Ms. Samples served as Senior Assistant City Attorney for the City of El Paso from August 2013 to August 2017, in which she advised all department and the Public Services Board on personnel matters. Additionally, Ms. Samples' professional experience includes serving as El Paso Independent School District's first In-House Counsel and an Associate with the El Paso Baskind and Hosford Law Firm. Ms. Samples currently serves on the State Bar of Texas Grievance Committee, is the Chair of the State Bar of Texas' Women in the Profession Committee and serves as Treasurer of the Texas Government Law Council. Ms. Samples earned her Juris Doctorate degree from the University of Michigan where she served as Managing Editor of the "Michigan Journal of Race and Law" and earned her Bachelor of Arts degree in psychology with honors and cum laude from the University of Texas at El Paso, where she was named a Top Ten Senior.

Other Employees

As of June 30, 2023, the City had approximately 1861 full time equivalent employees, approximately 419 of which are represented by labor unions. The City believes that relations with its employees are good.

Retirement Plan

The City participates in a pension plan organized on a statewide basis and operated by the State of New Mexico. The Public Employees' Retirement Association of New Mexico (the Plan"), established by Chapter 167, Laws of 1947, New Mexico Statutes Annotated, 1978 Compilation, as amended, requires contributions, computed as a percentage of salary, from both employee and employer for all full-time employees. The majority of State and municipal employees in New Mexico participate in the Plan. The Plan requires contributions by the City and by employees at rates established by statute.

In addition to retirement benefits, the Plan provides disability benefits, surviving spouse and children's benefits, deferred benefits option and cost of living adjustments for all eligible participants. Employer contributions to the pension plan amounted to $10,795,053 for the fiscal year ended June 30, 2023. The City's liability under the Plan is limited to the periodic employer contributions, that it is required to make for its participating employees. Future deficits of the Plan are expected to be financed by the State.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 was effective for fiscal years beginning after June 15, 2014.

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023 was $1,800,812. For additional information regarding the post-employment benefit plan, please refer to Note 11 to the City's audited financial statements.

City Budgets

The City adheres to the following procedure in establishing its annual budget: the City Staff prepares a budget which is forwarded to the City Council prior to May 1 for the fiscal year commencing the following July 1; public input is sought by the City Council during the month of May through public hearings; the budget is approved by the City Council and forwarded for approval to the State of New Mexico, Local Government Division of the Department of Finance and Administration; the final budget is returned to the City with recommended changes and modifications; and the final budget is acknowledged by the City Council.

The operating budget includes proposed expenditures and the means of financing them.

The City Manager is authorized to transfer budgeted amounts that are within a designated organizational unit, are within the same fund and do not increase spending for any fund. The City Manager must obtain approval of the City Council and the State prior to making revisions that alter the total expenditures of any fund. As a management control device, the City employs formal budgetary integration at the line item level.

Deficit financing is not permitted under New Mexico law. The level of classification detail at which expenditure may not legally exceed appropriation for each budget item is the fund level (i.e., General, Water, Sewer, etc.).

City Strategic Plan

The City Council adopted a new strategic plan for 2021 through 2026. The strategic plan is a mid-term planning tool used by the City Council, City Management, and Staff to identify community priorities and budget accordingly.

The strategic plan is organized into six themes and related objectives:

- Community Prosperity
    - Expanded housing options for all income levels
    - Enhanced economic diversity and business strength
- Education and community services
    - Enhanced physical and mental resources
    - Improved access to healthy food options

- Environmental sustainability
    - Achieve the goals included in the climate action plan adopted in 2020
    - Promote balanced growth
- Capital improvements and infrastructure
    - Quality infrastructure that meets the community's needs
    - Expanded transit access and options, including pedestrian and bicycle improved road and pavement conditions
- Communication, involvement, and follow-up
    - Robust communication channels with residents between City departments
    - Timely and consistent follow-up by City staff to residents and the public
- Public safety
    - A more humane criminal justice system
    - A safe and secure community

Each theme in the strategic plan contains several goals for a total of 55 goals. The majority of these goals were developed during the two-year planning for Elevate Las Cruces, the City's comprehensive plan. In addition to these, the City Council identified nine council goals, also to be prioritized in the short-to-mid-term planning horizon. Performance measures were developed by staff during the update of department strategic business plans.

Industry

A combination of a well-educated labor force, favorable tax rates and a high quality of living has attracted industry to Las Cruces. The blend of industries contributing to the diversification of the City's economy include: TMC Design (DOD contractor); Pony Carburetor (manufacturer); White Sands Missile Range and Test Facility (U.S. Army, private industry testing facility), Mountain View Medical Center (hospital), NASA LBJ Test Facility (rocket testing), Sapphire Energy (alternative energy production); Wal-Mart (retail); Tresco, Inc. (sheltered employment); VMC (technical support/communication); Saputo Inc. (cheese manufacturer); and NMSU Physical Science Laboratory.

Education

The Las Cruces School District No. 2 (the "District") is the second largest in the State, with an enrollment of approximately 24,999 students. The district has 40 schools: 24 elementary schools (grades pre-K-5), one combined elementary and middle school (K-8), 8 middle schools (grades 6-8), 7 high schools (grades 9-12). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. The District also has a virtual learning academy serving elementary through high school students.

New Mexico State University

New Mexico State University (the "University"), was originally founded in 1888, and in 1889 was established as a land grant college. The University consists of its main campus in the City, with branch campuses located in Alamogordo, Grants, Doña Ana and a satellite learning center in Albuquerque. As of September 1, 2023, the University had enrollment of approximately 21,797 students across all campuses, and its Las Cruces Campus had a Fall 2023 enrollment of approximately 14,779 undergraduate and graduate students. The University has 29 doctoral programs, 68 master's degree programs, and 97 undergraduate degree programs, 24 graduate certificate programs, and one education specialist program are available in the University's 6 colleges (Agriculture, Consumer and Environmental Sciences; Arts and Sciences;

Business; Engineering; Health, Education and Social Transformation; and Honors) and the Graduate School.

The University's main campus encompasses approximately 900 acres and consists of more than 211 academic, research, and auxiliary buildings, and over 400 housing buildings. As or September 15, 2023 the University employed 1604 faculty members (of which 1090 are located on the Las Cruces campus) and 2,783 staff (of which 2,394 are located on campus in Las Cruces). The University's largest single research operation is the Physical Science Laboratory. Research for engineering, space technology, and farm production and related industries are also conducted by various University departments. The University is classified as an R2 Doctoral/Research institution as rated by the Carnegie Foundation. The University anchors the southern end of New Mexico's Rio Grande Research Corridor. The statewide Water Resources Research Institute is situated at the University and studies the State's water supply and demands, conservation and use, as well as ecological and other aspects thereof.

The Doña Ana Community College, affiliated with the University and the area's occupational training school, offers approximately 6,849 students a variety of programs designed to train students for meaningful employment. The program is designed to be flexible and can be programmed to meet the specific training needs of employers.

Agriculture

Many private and commercial farms are located in Doña Ana County. Principal crops include cotton, pecans, alfalfa, onions, lettuce, chile, barley, nursery stock, and feed grains. Water for the various agricultural operations is provided by surface water diverted from the Rio Grande River and approximately 900 irrigation wells. The area's growing season averages about 200 days each year. The livestock, dairy cattle, Stahmann Pecan Farms (3,200 acres), and the poultry industry also provide a significant portion of agricultural income. Several chile processing plants are located in the area with seasonal employment growing to nearly 1,000.

Transportation

Historically a crossroads of the Southwest, Las Cruces is serviced by Interstate Highways I-10 (east-west) and I-25 (north-south). In addition, the City is served by five major U.S. highways and seven State highways. More than 20 interstate, regional, and local motor carriers serve Las Cruces; four of them operate terminals in the area.

Commuter air service and corporate and general aviation service is available at the City's international airport. Major scheduled airline service is provided by El Paso International Airport, approximately 50 miles from Las Cruces.

Daily rail service, with piggyback and container service, is provided by the Santa Fe and Southern Pacific railroads.

Labor Force and Percent Unemployed

The following table, derived from information supplied by the New Mexico Department of Workforce Solutions, presents information on employment within the Las Cruces MSA (Doña Ana County), the State and the United States, for the periods indicated. Unless otherwise noted, the annual unemployment figures indicate average rates for the entire year and do not reflect monthly or seasonal trends.

Employment Information

Year[1]	Las Cruces MSA (Doña Ana County) Labor Force	Las Cruces MSA (Doña Ana County) Percent Unemployed	State of New Mexico Labor Force	State of New Mexico Percent Unemployed	United States Percent Unemployed
2023[2]	102,529	4.10%	979,478	3.70%	3.70%
2022	99,532	4.40%	947,025	4.00%	3.61%
2021	98,170	6.60%	943,356	6.80%	5.40%
2020	97,153	8.30%	927,685	9.00%	8.90%
2019	99,907	5.20%	968,393	4.50%	4.10%
2018	96,769	5.70%	957,396	4.60%	3.50%
2017	94,943	6.20%	929,567	6.20%	4.40%
2016	95,001	7.20%	927,355	6.70%	4.90%
2015	93,179	7.40%	919,889	6.60%	5.30%
2014	92,462	6.50%	918,206	6.50%	6.20%

(1) Figures are annual averages.

(2) Data for November, 2023. Numbers are preliminary.

Source: U.S. Bureau of Labor Statistics, January 2024.

Covered Wage and Salary Employment by NAICS Code Classification

The following is a history of wage and salary employment for Doña Ana County. The New Mexico Department of Workforce Solutions publishes quarterly reports of covered employment and wages. Beginning with 2001 data, employment was classified according to the new North American Industry Classification System (NAICS).

Average Annual Covered Wage and Salary Employment, By Major Industrial Sector Non-Agricultural Employment –Doña Ana County Annual Average[1]

Sector	2019	2020	2021	2022	2023[2]
Grand Total	72,891	69,490	71,175	74,757	77,691
Total Private	55,850	52,657	54,325	56,818	58,992
Accommodation and Food Services	7,498	6,151	6,947	7,960	8,473
Administrative and Waste Services	3,760	2,960	3,236	3,427	3,336
Agriculture, Forestry, Fishing & Hunting	2,866	2,628	2,433	2,450	2,448
Arts, Entertainment, and Recreation	934	585	576	953	773
Construction	3,706	3,724	3,809	3,935	4,012
Educational Services	704	701	751	797	936
Finance and Insurance	1,657	1,429	1,339	1,425	1,532
Health Care and Social Assistance	14,812	14,860	15,205	16,519	16,115
Information	632	540	509	553	577
Management of Companies and Enterprises	72	85	86	91	86
Manufacturing	2,717	2,775	2,900	3,209	3,237
Mining	54	53	44	44	52
Other Services, Ex. Public Admin	1,208	1,086	1,162	1,341	1,390
Professional and Technical Services	3,672	3,616	3,390	3,463	3,355
Real Estate and Rental and Leasing	784	815	827	838	7,940
Retail Trade	7,242	6,993	7,282	7,703	7,940
Transportation and Warehousing	1,860	1,937	2,089	2,368	2,204
Utilities	355	297	305	629	276
Wholesale Trade	1,317	1,422	1,435	1,463	1,440
Total Government	17,041	16,833	16,850	17,939	18,699

(1) Figures are annual averages of quarterly data.

(2) Second quarter, 2023.

Source: New Mexico Department of Workforce Solutions, Quarterly Census of Employment and Wages Program.

Major Employers

The following are the principal employers located in or near the City.

Las Cruces Metropolitan Statistical Area Principal Employers

1,000 - 4,999 Employees
City of Las Cruces
Gadsden Independent School District
Las Cruces Public School District
Memorial Medical Center
New Mexico State University
White Sands Missile Range

500-999 Employees
Doña Ana Branch Community College
Doña Ana County
Mountain View Regional Medical Center
Walmart Inc.
Peak Behavioral Health Center
Electronic Caregiver

Source: Mesilla Valley Economic Development Authority, January 2024.

Per Capita Income

The following table sets forth annual per capita personal income levels for the Las Cruces Metropolitan Statistical Area ("MSA"), the State of New Mexico, and the United States. The Las Cruces MSA and the State's per capita income level over this period have been lower than the national average.

Year	Las Cruces MSA	New Mexico	United States
2022	$45,361	$52,194	$65,470
2021	45,045	50,311	64,143
2020	41,597	46,760	59,765
2019	38,142	43,530	56,250
2018	36,063	41,218	54,098
2017	35,189	39,458	51,811
2016	34,544	38,775	49,571
2015	33,493	38,103	48,190
2014	32,011	37,219	46,464
2013	30,589	35,088	44,493

Sources: Bureau of Economic Analysis, United States Department of Commerce.

Effective Buying Income

The following table reflects the percentage of households by Effective Buying Income ("EBI") and a five-year comparison of the estimated median household income. EBI is personal income less personal tax and non-tax payments. Personal income includes wages and salaries, other labor income, proprietors' income, rental income, dividends, personal interest income, and transfer payments. Deductions are made for federal, state, and local taxes, non-tax payments such as fines and penalties, and personal contributions for social security insurance. The following chart depicts the median household EBI level for the Las Cruces MSA, the State of New Mexico and the United States.

Effective Buying Income Group	Las Cruces MSA	New Mexico	United States
Under $25,000	23.56%	21.01%	15.66%
$25,000 – 34,999	9.44%	8.87%	7.25%
$35,000 – 49,999	13.21%	12.16%	10.82%
$50,000 and over	18.40%	17.08%	15.83%
$75,000 and over	35.39%	40.88%	50.44%
2024 Est. Median Household Income	$54,591	$60,814	$75,781
2023 Est. Median Household Income	$46,147	$57,526	$73,336
2022 Est. Median Household Income	$45,534	$55,028	$72,191
2021 Est. Median Household Income	$38,109	$49,658	$67,086
2020 Est. Median Household Income	$39,705	$49,384	$65,228

Source: Spotlight, January 2024.

Age Distribution

The following table sets forth a comparative age distribution profile for the City, the State of New Mexico and the United States.

Age Group	Las Cruces MSA	New Mexico	United States
0-17	23.76%	21.63%	21.10%
18-24	11.37%	9.70%	9.55%
25-34	14.48%	12.51%	12.98%
35-44	12.31%	12.49%	12.94%
45-54	11.21%	11.04%	11.98%
55 and Older	26.87%	32.63%	31.45%

Source: Spotlight, January 2024.

Population

Based on information gained from the United States Census Bureau, the following table shows the historical and projected population data for the City of Las Cruces, Doña Ana County and the State of New Mexico.

Population

Year	City of Las Cruces	Doña Ana County	State of New Mexico
2024[1]	115,669	225,325	2,117,948
2023	113,999	222,754	2,120,216
2022	108,591	224,886	2,126,179
2020	105,591	218,867	2,097,688
2019	103,432	218,523	2,096,829
2018	102,657	214,739	2,081,363
2010	97,618	218,523	2,112,957
2000	74,267	175,524	1,821,078
1990	62,648	136,523	1,519,933
1980	45,086	96,340	1,303,143
1970	37,857	69,773	1,017,055

[1]Estimates, Source: Spotlight, January 2024.

Source: Spotlight, January 2024, United States Census Bureau, and County QuickFacts.

TAX STATUS

General

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Series 2024 Bonds, based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is excludable from net income for present State of New Mexico income tax purposes.

The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended (the "Code").

CONTINUING DISCLOSURE INFORMATION

The City will enter into an undertaking (the "Undertaking"), in the form attached as Appendix D, for the benefit of the holders of the Bonds to provide (i) certain financial information by no later than March 31st of each year, beginning March 31, 2025 until the Bonds are no longer outstanding, and (ii) operating data, and to provide notice of certain events, pursuant to the requirements of section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission (17 C.F.R. § 240.15c2-12). A failure by the City to provide any information required thereunder shall not constitute an Event of Default under the Master Ordinance. The City has previously entered into continuing disclosure undertakings (each a "Prior Undertaking" and collectively, the "Prior Undertakings") with respect to certain other obligations of the City in accordance with Section Rule 15c2-12 and, during the last five years, the City has complied in all material respects with those Prior Undertakings.

Compliance with Continuing Disclosure Undertakings in Future Years

The City intends to maintain compliance with its continuing disclosure undertakings in future years through the collective oversight and effort of current City finance staff and private consultants, all of whom have experience and knowledge related to the City's continuing disclosure obligations. Additionally, the City has Continuing Disclosure Procedures on file with the current City finance staff and the City's private consultants, which were adopted by the City Council on July 7, 2014.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

The City of Las Cruces is party to various legal proceedings seeking damages or injunctive relief and generally incidental to the operations of the City. In addition, the City is a defendant in several cases involving City Police Department action which, if determined unfavorably to the City, may involve significant damages or settlement. The litigation to which the City is a party is unrelated to and does not question the validity of the Bonds, the proceedings under which the Bonds are issued, nor the City's ability to levy and collect property taxes to pay the debt service on the Bonds. The City is self-insured with respect to all but one of the cases for which there is private insurance. Payment of any settlement or judgement may require the City to access funds in its unrestricted reserves. The ultimate disposition of such proceedings is not presently determinable. Given the current status of the cases, the nature of the claims in the cases, the uncertainty of monetary damages, if any, the amount of any loss through jury verdict or settlement is not reasonably subject to estimation at this time. The City continues to defend itself vigorously against the allegations.

RATINGS

Moody's Investors Service ("Moody's") has assigned a ____ rating to the Bonds. An explanation of the significance of the ratings given by Moody's may be obtained from Moody's at 7 World Trade Center at 250 Greenwich Street, New York, NY 10007 or https://www.moodys.com.

Such rating reflects only the view of Moody's, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the initial purchasers of the Bonds have undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such ratings once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

RBC Capital Markets, LLC is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. RBC Capital Markets, LLC, in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

The legality of the Bonds will be approved by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, whose unqualified opinion approving the legality of the Bonds will be furnished at the closing.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

ADDITIONAL INFORMATION

All summaries of the statutes, resolutions, opinions, contracts, agreements, financial and statistical data and other related reports described in this Official Statement are subject to the actual provisions of such documents. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or available for inspection during normal business hours at the offices of the City located at 700 North Main, Las Cruces, New Mexico 88001 or at the offices of RBC Capital Markets, LLC, 6301 Uptown Boulevard, N.E., Suite 100, Albuquerque, New Mexico 87110.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF LAS CRUCES, NEW MEXICO

By: _____
ERIC ENRIQUEZ, MAYOR

APPENDIX A

OPINION OF BOND COUNSEL

April __, 2024

City of Las Cruces
Las Cruces, New Mexico

$6,000,000
City of Las Cruces, New Mexico
Taxable General Obligation Improvement Bonds
Series 2024

Ladies and Gentlemen:

We have acted as bond counsel to the City of Las Cruces (the "City"), Dona Ana County, State of New Mexico (the "State"), in connection with the issuance and sale of its $6,000,000 Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"), dated April __, 2024, with interest payable on August 1, 2024 and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2024 through 20__, inclusive. The Bonds are being issued pursuant to Ordinance No. 3062 by the City Council on March 4, 2024 as supplemented by the Award Certificate executed on March __, 2024 .

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to *ad valorem* taxes levied by the City, which taxes are unlimited as to rate or amount.

2. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions expressed herein are based upon existing laws as of the date of issuance and delivery of the Bonds. We express no opinion as of any date subsequent hereto, and our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this opinion.

The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS – JUNE 30, 2023

The City has not requested the consent of Patillo, Brown & Hill, LLP, which performed the audit of the City's Financial Statements, to the inclusion of the audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those Financial Statements.

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Las Cruces, New Mexico (the "City"), in connection with the issuance of the City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 3062 adopted by the City Council on March 4, 2024, as supplemented by the Award Certificate executed on March __, 2024 (collectively, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

(a) "Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" in the Official Statement.

(b) "Audited Financial Statements" means the City's annual financial statements which financial statements have been audited as may then be required or permitted by the laws of the State.

(c) "EMMA" means the MSRB's Electronic Municipal Market Access system located on its website at emma.msrb.org.

(d) "Event Information" means the information delivered pursuant to Section 3(d) of this Undertaking.

(e) "Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board in compliance with the Rule.

(f) "MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314, telephone (703) 797-6600, fax (703) 797-6708.

(g) "Official Statement" means the Official Statement dated March __, 2024, delivered in connection with the original issue and sale of the Bonds.

(h) "Report Date" means March 31 of each year, beginning in 2025.

(i) "Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

(j) "SEC" means the Securities and Exchange Commission.

(k) "State" means the State of New Mexico.

Section 3. Provision of Annual Financial Information and Reporting of Event Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) If Audited Financial Statements are not provided as a part of the Annual Financial Information, the City will provide Audited Financial Statements to EMMA when and if available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

(d) At any time the Bonds are outstanding and the City obtains knowledge of the occurrence of any of the following events with respect to the Bonds, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of Bondholders, if material;

(viii) bond calls, if material, or tender offers;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Bond, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee, or a change of name of a trustee, if material;

(xv) the incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(e) The City or its designated agent, will provide, in a timely manner not in excess of ten (10) business days after the occurrence of the event, to EMMA, notice of any: (i) failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Sections 3(a) and 3(b); (ii) changes in its fiscal year-end; and (iii) amendment of this Undertaking.

Section 4. Method of Transmission. Unless otherwise required by law and subject to technical and economic feasibility, the City, or its designated agent, will employ such methods of electronic or physical information transmission as is requested or recommended from time to time by EMMA, the MSRB and the SEC.

Section 5. Enforcement. The obligations of the City under this Undertaking are for the benefit of the Owners. Each Owner is authorized to take action to seek specific performance by court order to compel the City to comply with its obligations under this Undertaking, which action will be the exclusive remedy available to it or any other Owner. The City's breach of its obligations under this Undertaking will not constitute an event of default under the Bond Ordinance and none of the rights and remedies provided by the Bond Ordinance will be available to the Owners with respect to such a breach.

Section 6. Term. The City's obligations under this Undertaking will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds has been paid or legally defeased pursuant to the terms of the Ordinance; (ii) the date on which the City is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Undertaking are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The City shall file a notice of any such termination with EMMA.

Section 7. Amendments. The City may amend this Undertaking from time to time, without the consent of any Owner, upon the City's receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

(a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, a change in the identity, nature or status of the City or a change in the availability or character of financial information for the City;

(b) this Undertaking, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and

(c) the amendment does not materially impair the interests of the Owners.

Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information and Audited Financial Statements for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 8. Beneficiaries. This Undertaking binds and inures to the sole benefit of the City and the Owners and creates no rights in any other person or entity.

Section 9. Limited Obligation. This Undertaking is subject to the availability of necessary funds appropriated by the City.

Section 10. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Date: April __, 2024.

CITY OF LAS CRUCES, NEW MEXICO

[CITY SEAL]

By: _____
Eric Enriquez, Mayor

Attest:

By: _____
Christine Rivera, City Clerk

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$6,000,000
City of Las Cruces, New Mexico
Taxable General Obligation Improvement Bonds
Series 2024

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the City Council (the "Council") of the City of Las Cruces, New Mexico (the "City"), for the purchase of all of the City's Taxable General Obligation Bonds, Series 2024 (the "2024 Bonds"), more particularly described below. The 2024 Bonds will be awarded to the winning bidder for the 2024 Bonds by 5:00 p.m., prevailing Mountain Time, March 14, 2024. The City Manager or City Financial Services Director will take action to award the Bonds and certify in writing that the final terms comply with the parameters and conditions established in the Bond Ordinance adopted by the City Council on March 4, 2024.

Bids for the purchase of the 2024 Bonds will be accepted through the Ipreo BiDCOMP/Parity electronic bidding web site. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: March 14, 2024
Bid Time: Between 10:30 a.m. and 11:00 a.m. Eastern Time
(Between 8:30 a.m. and 9:00 a.m. Mountain Time)
Submit Bid to: www.munis.ipreo.com

Information related to this auction can be obtained from Ipreo's BiDCOMP/Parity Auction Support at BIDCOMP/PARITY, 1359 Broadway, 2nd Floor, New York, New York 10018, i-Deal Prospectus: (212) 849-5024 or (212) 849-5025; BidComp/Parity: (212) 849-5021.

To bid, bidders must have both (1) completed the registration form on the Ipreo BiDCOMP/Parity electronic bidding website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Ipreo BiDCOMP/Parity electronic bidding platform shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

Neither the City, Ipreo BiDCOMP/Parity , the Municipal Advisor, nor Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Ipreo BiDCOMP/Parity time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their

bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2024 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2024 Bonds and the security therefore set forth in the Preliminary Official Statement dated March 7, 2024 (the "Preliminary Official Statement").

BOND DETAILS

The 2024 Bonds will be issued in the aggregate principal amount of $6,000,000, exclusive of premium, if any. The 2024 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement, relating to the 2024 Bonds which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2024 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

The 2024 Bonds will be issued in the aggregate principal amount of $6,000,000, will be dated the date of delivery, will be issued as fully registered bonds and will mature on August 1 of each year as follows:

Years Maturing*	Amounts Maturing*
2024	$1,850,000
2025	1,400,000
2026	275,000
2027	275,000
2028	275,000
2029	275,000
2030	275,000
2031	275,000
2032	275,000
2033	275,000
2034	275,000
2035	275,000

*Subject to Change

The Bonds will be fully registered bonds in the denomination of $5,000 each, or any integral multiple thereof. Interest will be payable on August 1, 2024 and semiannually thereafter on February 1 and August 1 of each year.

Optional Redemption: The Bonds maturing on and after August 1, 2033 may be redeemed prior to their scheduled maturities on August 1, 2032, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest to the date of redemption, if any.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from in electronic format at www.fmhub.com (MuniHub) and at www.i-dealprospectus.com or a physical copy may be obtained by contacting the City or the Municipal Advisor, see "Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2024 Bonds, the Final Official Statement which is to be downloaded from www.fmhub.com (MuniHub). One printed copy of the Final Official Statement also will be provided to the winning bidder upon request; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding through the facilities of Ipreo BiDCOMP/Parity. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2024 Bonds will begin at 10:30 a.m., Eastern Time (8:30 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 11:00 a.m., Eastern Time (9:00 a.m. Mountain Time).

To bid, bidders must first visit the Ipreo BiDCOMP/Parity website where, if they have never registered with Ipreo BiDCOMP/Parity , they can register and then request admission to bid on the 2024 Bonds. Subscription to i-Deal's BIDCOMP PARITY Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Ipreo BiDCOMP/PARITY may call **(212) 849-5021**, for support with accessing the site.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Bond Sale ("Notice"), and shall be binding upon the bidder. The City and the City's financial and bond advisors shall not be responsible for any malfunction or mistake made by or as a result of the use of the facilities of PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice conflict with information provided by PARITY, as the approved provider of electronic bidding services, this Notice shall control. Further information about PARITY, including any fee charged, may be obtained from BIDCOMP/PARITY, 1359

Broadway, 2nd Floor, New York, New York 10018, i-Deal Prospectus: (212) 849-5024 or (212) 849-5025; BidComp/Parity: (212) 849-5021.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the Board, as described under "BASIS OF AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Notice and the Official Bid Form.

For purposes of bids received through the electronic bidding process, the time as maintained by PARITY shall constitute the official time.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2024 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2024 Bonds. The maximum interest rate may not exceed 6% for any maturity and the maximum interest rate specified for any maturity of the 2024 Bonds may not exceed the minimum interest rate specified for any maturity of the 2024 Bonds by more than three percent (3%). The maximum net effective interest rate of the 2024 Bonds shall not exceed ten percent (10%) per annum. The 2024 Bonds will not be sold for less than par. The Underwriter's Discount on the 2024 Bonds shall not exceed 4% of the par amount of the 2024 Bonds.

The Bonds will not be sold for less than 100% of par.

Bidders are required to submit a bid specifying the lowest rate or rates of interest and premium, if any, at which such bidder will purchase the Bonds. For informational purposes only, each bidder is requested to specify: (a) the method of payment of the good faith deposit, (b) the True Interest Cost on the Bonds stated as a nominal annual percentage rate (see "BASIS OF AWARD" below), (c) gross interest cost, (d) premium, if any, and (e) net interest cost. Only unconditional bids shall be considered. Bids should be submitted as an electronic bid using the facilities of PARITY. No other method of submitting bids will be accepted (see "FURTHER INFORMATION" below).

Term Bonds. A bidder may elect to have all or a portion of the 2024 Bonds scheduled to mature in consecutive years issued as one or more term bonds (the "Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement, however, not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City Financial Services Director, in consultation with the City's financial and bond advisors, in the City Financial Services Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2024 Bonds will be received, by issuing a notification of the adjusted series,

amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2024 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the City Financial Services Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Leeann DeMouche at ldeMouche@lascruces.gov or such other address as may be indicated by the City Financial Services Director within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2024 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2024 Bonds to the public that will be retained by the Purchaser as its compensation.

The City Financial Services Director in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2024 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The City Manager in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2024 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2024 Bonds) does not increase or decrease from what it would have been if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. Mountain Time on the day of the sale and award of the 2024 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2024 Bonds.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding period.

Bids Constitute an Irrevocable Offer. Each bid submitted through Ipreo BiDCOMP/PARITY electronic bidding system shall be deemed an irrevocable offer to purchase the 2024 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2024 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2024 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2024 Bonds as of April 11, 2024, produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a

semiannual interval for compounding. "True Interest Cost" of the Bonds, as used herein, means that yield, which if used to compute the present worth, as of the date of the Bonds, of all payments of principal and interest to be made on the Bonds, from their date to their respective maturity dates, as specified in the maturity schedule and without regard to the possible optional prior redemption with respect to the Bonds, using the interest rates specified in the bid, produces an amount equal to the principal amount of the Bonds plus any premium bid. No adjustment shall be made in such calculation for accrued interest on the Bonds from their date to the date of delivery thereof. Such calculation shall be based on a 360-day year consisting of twelve thirty day months and a semiannual compounding interval. The purchaser must pay accrued interest from the date of the Bonds to the date of delivery. **The Bonds will not be sold for less than par plus accrued interest.** The City reserves the right to waive any irregularity or informality in any bid, except time of filing.

The winning bid or bids will be indicated on Ipreo BiDCOMP/PARITY and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Ipreo BiDCOMP/PARITY stating "Auction Results Verified and Confirmed".

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2024 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Ipreo BiDCOMP/PARITY, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any Bonds, (b) to reoffer any Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2024 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 2:00 p.m., Mountain Time on March 14, 2024, the winning bidder is required to submit a Bid Award Deposit of $120,000.00. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2024 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2024 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2024 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Time of Award and Delivery. The City Manager or City Financial Services Director will take action awarding the Bonds or rejecting all bids not later than 24 hours after the expiration of the time herein prescribed for the receipt of the bids. Delivery of the Bonds will be made to the successful bidder through the facilities of The Depository Trust Company, New York, New York, within 60 days of the acceptance of the bid. If for any reason delivery can0not be made within 60 days, the successful bidder shall have the right to purchase the Bonds during the succeeding 30 days upon the same terms, or at the request of the successful bidder, during said succeeding 30 days, the good faith deposit will be returned, and such bidder shall be relieved of any further obligation. It is anticipated that the delivery of the Bonds will be on or about April 11, 2024.

Manner and Time of Delivery. The 2024 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on April 11, 2024, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as may be disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2024 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder. By submitting a bid, the initial purchaser represents that the sale of the Bonds in states other than New Mexico will be made only under exemptions from registration, or, wherever necessary, the initial purchaser will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold.

CUSIP Numbers. CUSIP numbers will be issued and printed on the 2024 Bonds at the expense of the City. The City's Municipal Advisor will apply for CUSIP numbers prior to the sale date of the 2024 Bonds. Any error or omission in printing such numbers on the 2024 Bonds will not constitute cause for any winning bidder to refuse delivery of any Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2024 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2024 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2024 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2024 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Ipreo BiDCOMP/PARITY prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2024 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2024 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Ipreo BiDCOMP/PARITY at the time the sale date and time are announced.

Ratings. A rating of "___" has been received by Moody's Investors Service.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2024 Bonds may be obtained from:

Erik Harrigan, Director
RBC Capital Markets
6301 Uptown Blvd., Ste. 110
Albuquerque, NM 87110
Phone: (505) 872-5999

The date of this Official Notice of Bond Sale is March 7, 2024.

CITY OF LAS CRUCES, NEW MEXICO

EXHIBIT "B"

To: Members of the City Council of the City of Las Cruces

From: Ifo Pili, City Manager

Date: February 20, 2024

Re: $6,000,000* City of Las Cruces, New Mexico
Taxable General Obligation Improvement Bonds, Series 2024

*Preliminary and subject to change.

The attached Preliminary Official Statement (the "POS") has been prepared in connection with the offering and sale of the $6,000,000* City of Las Cruces Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"). The Bonds are being issues to place the proceeds in the City's Affordable Housing Trust Fund to fund affordable housing projects. The POS makes various disclosures about the City, the Bond Ordinance and the Bonds. The POS will be reviewed by bidders for the Bonds and a final Official Statement will be provided to investors after the best bid is accepted by the City.

The attached POS is similar to the one used in connection with the City's issuance of its $17,000,000 General Obligation Improvement Bonds, Series 2023, and includes information specifically related to the City's *ad valorem* property tax base and the property taxes imposed by the City, Doña Ana County, Las Cruces Schools and the State on the taxpayers of the City. The information has been updated by City staff. Katherine McKinney of the Modrall Sperling Law Firm, the City's Bond and Disclosure Counsel, and Erik Harrigan, Kaeley Weimerskirch, and Michael Jesse of RBC Capital Markets, the City's Financial Advisor, assisted in the disclosure process by assembling the information, attending disclosure conferences and reviewing the financial and economic data in the POS. In connection with the preparation of the POS, we have participated in due diligence meetings and conference calls. During those meetings and calls we discussed, confirmed and updated information contained in the POS, examined information for materiality, and identified additional information for inclusion. If you have any questions relating to the disclosure process and preparation of the POS, please contact me.

Under regulations imposed by the U.S. Securities and Exchange Commission (the "SEC"), the Preliminary Official Statement must not contain any untrue statement of a material fact, or omit to state a material fact. A material fact is one that could influence an investor in making a decision to purchase the Bonds. The SEC recently increased emphasis on the quality of disclosures made in municipal bond offerings. The SEC has stated that responsibility for disclosures lies with the members of the governing body approving the issuance of municipal bonds, following this guiding principal:

> "Public entities that issue securities are primarily liable for the content of their disclosure documents.... In addition to the government entity issuing municipal securities, public officials of the issuer who have ultimate authority to approve the issuance of securities and related disclosure documents have responsibilities under the federal securities laws as well. In authorizing the issuance of the securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may the public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading."

Although City staff and the finance team collaborated in preparing the POS, each Councilor should review it carefully. The POS is a City Council document, and the City and its Council are responsible for its accuracy. Please use extra care in reviewing the sections labeled "INTRODUCTION AND SUMMARY", "SECURITY AND REMEDIES", "FINANCES OF THE CITY", "THE CITY" and

Appendix A to the POS. In conducting your review, focus on whether the POS contains misleading statements of material facts or omits to state material facts. A material fact is one that could influence an investor in making a decision to purchase the Bonds.

After reviewing the POS, please contact me if you have any reason to believe that the POS contains any inaccurate information or if you know of anything that might make any of the statements made in the POS incomplete or misleading. Thank you for your attention to this important matter.

ATTACHMENT "A"

COUNCIL BILL NO. 24-020

ORDINANCE NO. 3062

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS CRUCES, NEW MEXICO, TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $6,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A PUBLIC COMPETITIVE SALE; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN AN AWARD CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO AWARD THE BONDS TO THE PURCHASER; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The City Council is informed that:

WHEREAS, at the general obligation bond election held for the City of Las Cruces (the "City"), State of New Mexico, on the 8th day of November, 2022, the electors of the City authorized the City Council, the governing body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing its City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds") to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized By Election	Amount Previously Issued	Amount to Be Issued
Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $6,000,000 and placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land?	$6,000,000	$0	$6,000,000

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that the $6,000,000 of the general obligation bonds authorized at the election (the "Bonds"), be authorized for issuance at this time; provided, however, that a satisfactory price for the Bonds be obtained in a public sale; and

WHEREAS, the Governing Body expects to sell the Bonds in a public competitive sale to the best bidder, as determined pursuant to the Award Certificate (as defined herein) supplementing this Bond Ordinance; and

WHEREAS, the Governing Body desires to delegate authority to the City Manager or City Financial Services Director (collectively, the "Delegate") (1) to determine the specific principal amounts, interest rates, maturity dates, prices, redemption features, and other final terms and features of the Bonds, including, without limitation, provisions concerning a Bond Insurance Policy (if any), (2) to execute and deliver an award certificate establishing the final terms of the Bonds (the "Award Certificate") as authorized by Section 6-14-10.2 NMSA 1978, and (3) to award the Bonds to the best bidder for the Bonds (the "Purchaser") provided that the final terms of the Bonds set forth in the Award Certificate be within the parameters set forth in this Ordinance; and

WHEREAS, the Governing Body intends that the specific details of and requirements for bidding for the Bonds shall be provided in an official notice of sale (the "Notice of Sale") to be approved on behalf of the City by the City Financial Services Director or Treasurer or her designee; and

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

Section 1. Ratification. All actions heretofore taken by the Governing Body and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the Improvement Project (as defined herein) be, and the same hereby are, ratified, approved and confirmed.

Section 2. Improvement Project Authorization. Proceeds of the Bonds are hereby authorized to be ~~applied to be~~ placed into the Affordable Housing Trust Fund~~,~~ to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds (collectively, the "Improvement Project").

Section 3. Findings.

A. The issuance of the Bonds under the home rule powers of the City granted by the City Charter, this Bond Ordinance, Sections 6-14-8 through 6-14-11 NMSA 1978, and Sections 6-15-1 through 6-15-22 NMSA 1978, for the purpose of providing funds to finance the costs of the Improvement Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

B. The Bonds shall be authorized by an affirmative vote of a majority of all the members of the Council.

C. The City will finance the costs of the Improvement Project, in whole or in part, with the proceeds of the Bonds.

D. The Net Effective Interest Rate on the Bonds shall not exceed the statutory maximum of 10% per annum.

Section 4. Bonds are General Obligations. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 5. Authorization, Parameters and Detail.

A. Authorization. This Bond Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the citizens of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds in one or more series in the total aggregate principal amount not to exceed $6,000,000 to be designated in the Award Certificate as the "City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024," and the issuance, sale and delivery of the Bonds is hereby authorized.

The forms of the Continuing Disclosure Undertaking and Preliminary Official Statement as presented to the Governing Body, with the adoption of this Ordinance, and the sale of the Bonds to the Purchaser within the parameters set forth in this Ordinance are hereby approved by the Governing Body with the approval of the final terms of the Bonds to be accepted in the Award Certificate, and approval of the final forms of the Preliminary Official Statement and Continuing Disclosure Undertaking delegated to the Delegate or designee as permitted by Section 6-14-10.2 NMSA 1978. The use and distribution of the Preliminary Official Statement and Official Statement by the Purchaser in connection with the sale of the bonds to the public are hereby ratified, authorized, approved and acknowledged.

B. Parameters Authorized. The Bonds shall be issued subject to the following parameters:

(1) The Bonds shall be issued in an aggregate principal amount not to exceed $6,000,000 for the Improvement Project.

(2) The net effective interest rate on the Bonds shall not exceed 10% per annum.

(3) The final maturity of the Bonds shall not be later than August 1, 2043.

(4) The Bonds shall be sold pursuant to a public competitive sale.

(5) The Purchaser's discount shall not exceed 4% of the par amount of the Bonds.

(6) The Bonds shall be in substantially the form set forth in this Ordinance.

(7) The Bonds shall not be sold for less than the par amount of Bonds plus accrued interest from the date of the Bonds to the date of delivery of the Bonds to the Purchaser.

(8) The Bonds shall be dated as of their date of issuance and delivery.

(9) The Bonds shall be issued as federally taxable under the Internal Revenue Code of 1986.

The Delegate is hereby authorized pursuant to this Ordinance to award the Bonds to the Purchaser, to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, and to execute and deliver the Award Certificate consistent with the parameters set forth in this Ordinance.

C. Details of Bonds.

(1) The forms, terms, and provisions of the Bonds in the form set forth in Section 11 are hereby approved with only such changes therein as are not inconsistent with this Bond Ordinance and as shall be approved in the Award Certificate.

(2) The Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully registered Bonds of any denominations which are multiples of $5,000. The Bonds shall be numbered separately and consecutively, shall be dated the date of their delivery to the Purchaser, shall mature on August 1 of each year and shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date, payable semi-annually on February 1 and August 1 in each year commencing on August 1, 2024, or such other date specified in the Award Certificate,

until their respective maturities. The Bonds shall bear the rates of interest, maturities and provisions for redemption prior to maturity as shall be established in the Award Certificate.

D. Notice of Sale. The Official Notice of Sale appended to the form of preliminary official statement presented to the Governing Body in connection with this Ordinance (the "Preliminary Official Statement") is hereby approved, with such changes as are approved by the City Financial Services Director consistent with this Ordinance. The City Financial Services Director is hereby authorized and directed to have published once, at least one week prior to the date of sale, a summary of the notice of sale of the Bonds in a newspaper of general circulation in the City, and the City Financial Services Director is hereby authorized and directed to give such other notice of the bond sale as she shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of the Preliminary Official Statement.

E. Final Terms; Award of Bonds. The exact principal amounts, maturity dates, interest rates, prices, redemption features and other final terms of the Bonds shall be as set forth in the Award Certificate. The Bonds shall be awarded to the Purchaser as provided in the Award Certificate.

F. Series Date; Numbering; Interest Payment Dates. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one or more series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates set forth in the Award Certificate, payable to the registered owner thereof, or registered assigns, on August 1, 2024, (or such other date as set forth in the Award Certificate) and semiannually thereafter on ~~August 1 and~~ February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year as set forth in the Award Certificate.

Section 6. Redemption of Bonds Prior to Maturity.

A. Optional Redemption, and Mandatory Sinking Fund Redemption. Redemption of the Bonds prior to maturity at the option of the City shall be as provided in the Award Certificate. The Bonds may be subject to mandatory sinking fund redemption as set forth in the Award Certificate.

B. Notice of Redemption. Notice of redemption shall be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar/Paying Agent on the fifth day prior to the mailing of notice on the registration books kept by the Registrar/Paying Agent. The City shall give notice of redemption of the Bonds to the Registrar/Paying Agent at least forty-five (45) days prior to the redemption date. The Registrar/Paying Agent's failure to give such notice to the

registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Registrar/Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Such notice may be a conditional notice of redemption – the money required to pay the principal of and interest on the Bonds to be called for redemption need not be on deposit with the Registrar/Paying Agent at the time of mailing the conditional notice of redemption. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Registrar/Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Registrar/Paying Agent, the Registrar/Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Registrar/Paying Agent by the City.

Section 7. Execution of Bonds.

A. The Bonds shall bear the facsimile or manual signature of the Mayor of the City and shall be attested by the facsimile or manual signature of the City Clerk and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

B. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by

an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds.

A. Books for the registration and transfer of the Bonds shall be kept by the City Treasurer, as Registrar/Paying Agent, who is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and

series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

G. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the depository, registered in the name of the depository or its nominee. Principal, premium, if any, and interest will be paid to the depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the depository, Participants or Indirect Participants.

(1) If (i) the Bonds are not eligible for the services of the depository, (ii) the depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In

that event, the City shall mail an appropriate notice to the depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

(2) Authorized Officers of the City are authorized to sign agreements with the depository relating to the matters set forth in this Section.

(3) Notwithstanding any other provision of this ordinance, so long as all of the Bonds are registered in the name of the depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Registrar/Paying Agent or the City to the depository as provided in this ordinance and by the depository to its Participants or Indirect Participants and to the Beneficial Owners of the Bonds.

Section 9. Successor Registrar/Paying Agent. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that such Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 10. Bonds Negotiable. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. R-____ $

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF LAS CRUCES
DOÑA ANA COUNTY, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

Registered Owner:

Principal Amount: _____DOLLARS

Interest Rate	Maturity Date	Series Date
____% per annum	August 1, _____	_____, 2024

The City Council of the City of Las Cruces (the "Governing Body "), on the faith, credit and behalf of the City of Las Cruces, Doña Ana County, New Mexico (the "City"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2024, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Treasurer, as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $6,000,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City of Las Cruces, Doña Ana County, New Mexico, for the purposes of providing funds to ~~place~~be placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the charter of the City, the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-14-8 through 6-14-11 NMSA 1978, Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. ~~_____~~3062 of the Governing Body duly adopted on March 4, 2024 and made a law of the City prior to the issuance of this bond (the "Bond Ordinance").

The Bonds maturing on or after August 1, 20__, are subject to prior redemption at the City's option on and after August 1, 20___, in whole or in part at any time, in one or more units of principal of $5,000 in such order of maturities as the City may determine (and by lot if less than all of the Bonds of any maturity are called, such selection by lot to be made by the Registrar/Paying Agent in such manner as it shall consider appropriate and fair) The purchase price for Bonds selected for redemption will be equal to the principal amount of each bond (or portion thereof) so redeemed, plus accrued interest thereon to the redemption date.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers

shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City of Las Cruces, in Doña Ana County, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor of the City and subscribed and attested with the facsimile or manual signature of the City Clerk, all as of the Series Date.

GOVERNING BODY OF THE
CITY OF LAS CRUCES, NEW MEXICO

[SEAL]

By_____
Eric Enriquez, Mayor

ATTEST:

By _____
Christine Rivera, City Clerk

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and

Registration:_____, 2024

Las Cruces City Treasurer, as Registrar/Paying Agent

By_____
Erika Jaquez, City Treasurer

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto_____whose social security or tax identification number is _____the within bond and irrevocably constitutes and appoints _____attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]
[End of Form of Bond]

Section 12. Delivery of Bonds. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser named in the Award Certificate. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for which the Bonds were issued, but the Purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 13. Levy of Taxes. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the City, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the City subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the City may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for that purpose, the principal of and interest accruing on the Bonds shall be paid from the City's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other City taxes are assessed, levied and collected. Annually, the Governing Body shall take all reasonable action to insure the levy and collection of taxes by the governmental authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Governing Body each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 14. Additional Action of Authorized Officers; Delegation of Authority to Determine Final Terms of the Bonds and Award Bonds to the Purchaser.

A. The Mayor, City Clerk and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance, including without limiting the generality of the foregoing, the deposit of $6,000,000 of the proceeds of the Bonds, plus an allocable share of net premium, if any, into an acquisition fund for payment of the costs of the Improvement Project and the costs of issuance allocable to the Improvement Project,

the execution and delivery of a continuing disclosure undertaking to enable the Purchaser of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12(b)(5), the printing of the Bonds, and the execution of such certificates as may be required by the Purchaser relating to the signing of the Bonds, the tenure and identity of City officials, and the receipt of the purchase price of the Bonds from the Purchaser and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity of the Bonds.

B. Pursuant to Section 6-14-10.2, NMSA 1978, the City Manager or City Financial Services Director, each as Delegate, are hereby delegated authority to execute an Award Certificate, and to determine any or all of the final terms of the Bonds, including, without limitation, the exact principal amounts, maturity dates, interest rates, prices, redemption features, municipal bond insurance, and other final terms of the Bonds subject to the parameters and conditions contained in this Bond Ordinance. The Delegate shall present the Award Certificate to the Governing Body in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Governing Body.

Section 15. Defeasance.

A. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

B. Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America,

including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 16. Investment of Bond Proceeds. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations.

Section 17. Ordinance Irrepealable. After any of the Bonds have been issued, this ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. Severability. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 19. Form of Notice of Adoption. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof and this ordinance shall be effective five days after such publication as provided by law.

[Form of Notice]

LEGAL NOTICE

City of Las Cruces, New Mexico
Notice of Adoption of Ordinance

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Las Cruces, Doña Ana County, New Mexico did, on the 4th day of March, 2024, adopt an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS CRUCES, NEW MEXICO, TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF $6,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A PUBLIC COMPETITIVE SALE; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN AN AWARD CERTIFICATE; DELEGATING

AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO AWARD THE BONDS TO THE PURCHASER; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of City of Las Cruces, Taxable General Obligation Bonds in the aggregate principal amount of $6,000,000 for the purpose of placing the proceeds into the Affordable Housing Trust Fund to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and to pay the costs of issuance of the Bonds; provides parameters for the Bonds; provides the form of the Bonds; delegates authority to the City Manager and City Financial Services Director to determine exact principal amounts, maturity dates, interest rates, prices, redemption features and other final terms of the Bonds within the parameters established in this Ordinance, to award the Bonds to the Purchaser pursuant to an Award Certificate; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the bonds.

Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, Las Cruces City Hall, 700 North Main Street Las Cruces, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this 4th day of March, 2024.

CITY OF LAS CRUCES

_____

Christine Rivera, City Clerk

(End of Form of Notice for Publication)

Section 20. Repealer Clause. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 4th day of March, 2024.

APPROVED:

_____
Eric Enriquez, Mayor

ATTEST:

_____
Christine Rivera, City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Enriquez:	_____
Councilor McClure:	_____
Councilor Mattiace:	_____
Councilor Graham:	_____
Councilor Bencomo:	_____
Councilor Corran:	_____
Councilor Flores:	_____

APPROVED AS TO FORM

_____
Linda Samples, City Attorney

NOTICE

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS,
SERIES 2024

Preliminary Official Statement, subject to completion,
dated March 7, 2024

The Preliminary Official Statement, dated March 7, 2024 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Las Cruces, New Mexico (the "City"), has been posted on the internet as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format (Adobe Acrobat XI). Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat XI or later may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement. Paper copies of the Official Statement are available from the Issuer by contacting the municipal advisor, RBC Capital Markets, LLC, Erik Harrigan, at (505) 872-5999.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Preliminary Official Statement alone, and no other document or information on the internet, constitutes the "Official Statement" that the City has deemed "final" as of its date in respect of the Bonds, except for certain information permitted to be omitted therefrom.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated March 7, 2024.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 7, 2024

NEW ISSUE RATING: Moody's: ___

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as taxable under the Internal Revenue Code of 1986, as amended. For a more complete description of such opinion of Bond Counsel and a description of certain provisions tax treatment of interest on the Bonds for certain owners of such bonds, see "TAX STATUS" herein.

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

Dated: Date of Delivery **Due: August 1, as shown below**
Book-Entry Only

The City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds") are issuable as fully registered bonds and when initially purchased will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York ("DTC"). Purchases of the Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. Interest on the Bonds is payable on each February 1 and August 1, commencing August 1, 2024. As long as DTC or its nominee is the registered owner of the Bonds, reference in this Official Statement to the registered owner will mean Cede & Co., and payments of principal or interest on the Bonds will be made directly to DTC by the Paying Agent. Disbursement of such payments to DTC Participants is the responsibility of DTC. See "The Bonds – Book-Entry Only System" herein. The City Treasurer is the Registrar and Paying Agent for the Bonds.

The Bonds are issuable only as fully registered bonds in denominations of $5,000 each or any integral multiple thereof. The Bonds will bear interest from the delivery date.

The Bonds are subject to optional redemption prior to their stated maturity as described herein.

The Bonds are general obligations of the City of Las Cruces, New Mexico (the "City"), payable from general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State, including the City's home rule powers, for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project"). The Bonds are offered when, as and if issued by the City, subject to the approval of Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel and certain other conditions. It is expected that the Bonds will be available for delivery on or about April 11, 2024 through the facilities of the Depository Trust Company, New York, New York.

Electronic bids will be opened at 8:30 a.m, prevailing Mountain Time, March 14, 2024.

Dated: March 7, 2024

* Preliminary, subject to change.

MATURITY SCHEDULE SERIES 2024 BONDS*

Maturity (August 1)	Principal Amount*	Interest Rate	Price	CUSIP Number**
	$1,~~850~~650,00			
2024	0			
2025	-1,400,000			
2026	~~275~~300,000			
2027	~~275~~300,000			
2028	~~275~~300,000			
2029	~~275~~300,000			
2030	~~275~~300,000			
2031	~~275~~300,000			
2032	~~275~~300,000			
2033	~~275~~300,000			
2034	~~275~~300,000			
2035	~~275~~250,000			

Electronic bids will be opened at 8:30 a.m, prevailing Mountain Time, March 14, 2024.

** *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright(c) 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter, Bond Counsel, Disclosure Counsel, or their agents or counsel assume responsibility for the accuracy of such numbers.*

* Preliminary, subject to change.

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized by the City of Las Cruces, New Mexico (the "City") to give any information or to make any statements or representations, other than those contained in this Official Statement, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Bonds in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information set forth or included in this Official Statement has been provided by the City and from other sources believed by the City to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the City described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

The Bonds have not been registered under the Securities Act of 1933, in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities law of the states in which the Bonds have registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement is "deemed final" by the City for purposes of Rule 15c2-12 of the Municipal Securities Rulemaking Board. The City has covenanted to provide such annual financial statements and other information in the manner as may be required by regulations of the Securities and Exchange Commission or other regulatory body.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Official Statement contains statements that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "project," "intend," "expect," and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

CITY OF LAS CRUCES, NEW MEXICO
City Hall, 700 North Main Street
P.O. Box 20000
Las Cruces, New Mexico 88001
(575) 541-2000

MAYOR
Eric Enriquez

CITY COUNCIL
Johana Bencomo, Mayor ProTem
Cassie McClure, Councilor
Bill Mattiace, Councilor
Becki Graham, Councilor
Becky Corran, Councilor
Yvonne Flores, Councilor

CITY ADMINISTRATION
Ifo Pili, City Manager
Leeann DeMouche, Financial Services Director
Erika Jaquez, City Treasurer
Christine Rivera, City Clerk
Linda Samples, City Attorney

FINANCIAL ADVISOR
RBC Capital Markets, LLC
6301 Uptown Boulevard, N.E., Suite 110
Albuquerque, New Mexico 87110
(505) 872-5999

BOND COUNSEL & DISCLOSURE COUNSEL
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 Fourth Street N.W., Suite 1000
P.O. Box 2168 (87103-2168)
Albuquerque, New Mexico 87102
(505) 848-1800

PAYING AGENT AND REGISTRAR
City Treasurer, City of Las Cruces
City Hall, 700 North Main Street
P.O. Box 20000
Las Cruces, New Mexico 88001
(575) 541-2000

TABLE OF CONTENTS

INTRODUCTION AND SUMMARY 1

The Issuer 1
Authority for Issuance and Purpose 1
The Bonds 1
Security 2
Financial Statements 2
Selected Debt Ratios 2
Tax Matters 3
Agents and Advisors 3
Additional Information 3

THE BONDS 3

Description 3
Authorization 4
Bond Registrar and Paying Agent 4
Payment of Principal and Interest; Record Date 4
Optional Redemption of Bonds 4
Exchange or Transfer of Bonds 4
Book-Entry Only System 5

SECURITY AND REMEDIES 6

General 6
Legal Matters 7
Limitations on Remedies Available to Owners of Bonds 7

SPECIAL FACTORS AFFECTING THE PAYMENT OF DEBT SERVICE ON THE BONDS AND AVAILABLE REMEDIES 7

Cybersecurity 7
Climate Change and Natural Disasters 8

PURPOSE AND PLAN OF FINANCING 8

SOURCES AND USES OF FUNDS 9

DEBT AND OTHER FINANCIAL OBLIGATIONS 9

General Obligation Debt 9
Statement of Estimated Direct and Overlapping Debt 13
Analysis of Assessed Valuation 14
History of Assessed Valuation 15

RESIDENTIAL TAX RATES - PER $1,000 ASSESSED VALUATION 16

Within 20 Mill Limit for General Purposes 16
Over 20 Mill Limit - Interest, Principal, Judgment, etc. 16
Total Levy 16
Major Taxpayers 17
Yield Control Limitation 17
Limitations on Residential Property Tax Increases 17
Tax Collections on Locally Assessed and Centrally Assessed Property 18
Interest on Delinquent Taxes 19
Penalty for Delinquent Taxes 19
Remedies Available for Non-Payment of Taxes 19
Protest 20

FINANCES OF THE CITY 20

~~BUDGET PROCESS~~ 20
~~FINANCIAL STATEMENTS~~ 21

~~THE CITY~~ 24

~~GENERAL~~ 24
~~GOVERNMENT~~ 24
~~ADMINISTRATIVE OFFICERS~~ 24
~~OTHER EMPLOYEES~~ 25
~~RETIREMENT PLAN~~ 25
~~CITY BUDGETS~~ 26
~~CITY STRATEGIC PLAN~~ 26
~~INDUSTRY~~ 27
~~EDUCATION~~ 27
~~NEW MEXICO STATE UNIVERSITY~~ 27
~~AGRICULTURE~~ 28
~~TRANSPORTATION~~ 28
~~LABOR FORCE AND PERCENT UNEMPLOYED~~ 28
~~COVERED WAGE AND SALARY EMPLOYMENT BY NAICS CODE CLASSIFICATION~~ 29
~~MAJOR EMPLOYERS~~ 30
~~PER CAPITA INCOME~~ 30

~~EFFECTIVE BUYING INCOME~~ 31

~~AGE DISTRIBUTION~~ 31
~~POPULATION~~ 31

~~TAX STATUS~~ 32

~~GENERAL~~ 32

~~CONTINUING DISCLOSURE INFORMATION~~ 32

~~COMPLIANCE WITH CONTINUING DISCLOSURE UNDERTAKINGS IN FUTURE YEARS~~ 32

~~LITIGATION~~ 33

~~RATINGS~~ 33

~~MUNICIPAL ADVISOR~~ 33

~~LEGAL MATTERS~~ 34

~~TRANSCRIPT AND CLOSING DOCUMENTS~~ 34

~~ADDITIONAL INFORMATION~~ 34

~~OFFICIAL STATEMENT CERTIFICATION~~ 35

~~APPENDIX A OPINION OF BOND COUNSEL~~ ..... ~~A-1~~

~~APPENDIX B AUDITED FINANCIAL STATEMENTS – JUNE 30, 2023~~ ..... ~~B-1~~

~~APPENDIX C FORM OF CONTINUING DISCLOSURE UNDERTAKING~~ ..... ~~C-1~~

~~APPENDIX D OFFICIAL NOTICE OF BOND SALE~~ ..... ~~D-1~~

INTRODUCTION AND SUMMARY 1

THE ISSUER 1
AUTHORITY FOR ISSUANCE AND PURPOSE 1
THE BONDS 1
SECURITY 2
FINANCIAL STATEMENTS 2
SELECTED DEBT RATIOS 2
TAX MATTERS 3

AGENTS AND ADVISORS....3
ADDITIONAL INFORMATION....3

THE BONDS....3

DESCRIPTION....3
AUTHORIZATION....4
BOND REGISTRAR AND PAYING AGENT....4
PAYMENT OF PRINCIPAL AND INTEREST; RECORD DATE....4
OPTIONAL REDEMPTION OF BONDS....4
EXCHANGE OR TRANSFER OF BONDS....4
BOOK-ENTRY ONLY SYSTEM....5

SECURITY AND REMEDIES....6

GENERAL....6
LEGAL MATTERS....7
LIMITATIONS ON REMEDIES AVAILABLE TO OWNERS OF BONDS....7

SPECIAL FACTORS AFFECTING THE PAYMENT OF DEBT SERVICE ON THE BONDS AND AVAILABLE REMEDIES....7

CYBERSECURITY....7
CLIMATE CHANGE AND NATURAL DISASTERS....8

PURPOSE AND PLAN OF FINANCING....8

SOURCES AND USES OF FUNDS....9

DEBT AND OTHER FINANCIAL OBLIGATIONS....9

GENERAL OBLIGATION DEBT....9
STATEMENT OF ESTIMATED DIRECT AND OVERLAPPING DEBT....13
ANALYSIS OF ASSESSED VALUATION....14
HISTORY OF ASSESSED VALUATION....15

RESIDENTIAL TAX RATES - PER $1,000 ASSESSED VALUATION....16

WITHIN 20 MILL LIMIT FOR GENERAL PURPOSES....16
OVER 20 MILL LIMIT – INTEREST, PRINCIPAL, JUDGMENT, ETC....16
TOTAL LEVY....16
MAJOR TAXPAYERS....17
YIELD CONTROL LIMITATION....17
LIMITATIONS ON RESIDENTIAL PROPERTY TAX INCREASES....17
TAX COLLECTIONS ON LOCALLY ASSESSED AND CENTRALLY ASSESSED PROPERTY....18
INTEREST ON DELINQUENT TAXES....19
PENALTY FOR DELINQUENT TAXES....19
REMEDIES AVAILABLE FOR NON-PAYMENT OF TAXES....19
PROTEST....20

FINANCES OF THE CITY....20

BUDGET PROCESS....20
FINANCIAL STATEMENTS....21

THE CITY....24

GENERAL....24
GOVERNMENT....24
ADMINISTRATIVE OFFICERS....24
OTHER EMPLOYEES....25
RETIREMENT PLAN....25
CITY BUDGETS....26
CITY STRATEGIC PLAN....26

INDUSTRY 27
EDUCATION 27
NEW MEXICO STATE UNIVERSITY 27
AGRICULTURE 28
TRANSPORTATION 28
LABOR FORCE AND PERCENT UNEMPLOYED 28
COVERED WAGE AND SALARY EMPLOYMENT BY NAICS CODE CLASSIFICATION 29
MAJOR EMPLOYERS 30
PER CAPITA INCOME 30

EFFECTIVE BUYING INCOME 31

AGE DISTRIBUTION 31
POPULATION 31

TAX STATUS 32

GENERAL 32

CONTINUING DISCLOSURE INFORMATION 32

COMPLIANCE WITH CONTINUING DISCLOSURE UNDERTAKINGS IN FUTURE YEARS 32

LITIGATION 33

RATINGS 33

MUNICIPAL ADVISOR 33

LEGAL MATTERS 34

TRANSCRIPT AND CLOSING DOCUMENTS 34

ADDITIONAL INFORMATION 34

OFFICIAL STATEMENT CERTIFICATION 35

APPENDIX A OPINION OF BOND COUNSEL A-1

APPENDIX B AUDITED FINANCIAL STATEMENTS – JUNE 30, 2023 ..... B-1

APPENDIX C FORM OF CONTINUING DISCLOSURE UNDERTAKING C-1

APPENDIX D OFFICIAL NOTICE OF BOND SALE D-1

OFFICIAL STATEMENT

$6,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

INTRODUCTION AND SUMMARY

This Official Statement is furnished to prospective purchasers of the City of Las Cruces, New Mexico, Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"), issued in the aggregate principal amount of $6,000,000* by the City of Las Cruces, New Mexico (the "City"). The offering of the Bonds is made only by way of this Official Statement and the Official Notice of Bond Sale, authorized by Ordinance No. 3062 adopted by the City Council on March 4, 2024, as supplemented by the Award Certificate executed on March __, 2024 (collectively, the "Bond Ordinance"). Additional information concerning the City, the Bonds and other aspects of this offering may be obtained either from the City or from RBC Capital Markets, LLC (the "Municipal Advisor") at the addresses set forth in the section entitled "ADDITIONAL INFORMATION."

The following material is qualified in its entirety by the more complete information contained throughout this Official Statement, and detachment or other use of this "INTRODUCTION AND SUMMARY" without the entire Official Statement, including the cover page and the appendices, is unauthorized.

All terms used in this Official Statement that are not defined herein shall have the meanings given such terms in the Bond Ordinance.

The Issuer

The City is a political subdivision of the State of New Mexico (the "State"), organized and existing under the Constitution, and general laws of the State. The City was incorporated in 1907 and is located in southern New Mexico. It is New Mexico's second largest city. It operates under a Council-Manager form of government with the Mayor elected at large. The City's Fiscal Year ends June 30 and is referred to in this Official Statement as the "Fiscal Year."

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico, in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. $6,000,000* in principal amount of the Bonds represents the second and final series of general obligation bonds approved in aggregate amount of $23,000,000 by the qualified electors of the City at an election held on November 8, 2022. The Bonds are being issued for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project").

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to

* Preliminary, subject to change.

the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing August 1, 2024 to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES"

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2023 including the opinions rendered thereon of certified public accountants, are attached as Appendix B.

Selected Debt Ratios

The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

2023 Assessed Valuation	$ 3,008,373,421
2023 Estimated Actual Valuation(1)	$9,909,936,090
City Debt as a % of	
Assessed Valuation	1.23%
Estimated Actual Valuation	0.37%
Direct and Overlapping Debt as a % of	
Assessed Valuation(2)(3)	5.01%
Estimated Actual Valuation(2)(3)	1.52%
City General Obligation Debt Outstanding(3)(4)	$37,010,000
City General Obligation Debt(2)(3)	$37,010,000
Estimated Direct & Overlapping G/O Debt(2)(3)	$150,774,905
~~2023~~2022 Estimated Population~~(5)~~	~~114,450~~111,385
City Net Debt Per Capita(2)(4)	~~$278.84~~286.52
Direct and Overlapping Debt Per Capita(3)	$1,~~317.39~~353.64

(1) Actual valuation is computed by adding 2023 exemptions to the 2023 assessed valuation and multiplying by three.

(2) Figure includes proposed 2024 Bonds.

(3) Figure is not net of accumulated Debt Service Fund amounts.

(4) Figure is net of accumulated debt service fund amounts attributable to the upcoming principal payment. The net cash balance in the debt service fund as of February 7, 2024 was $6,722,665 of which 75.81% was properly attributable to principal reduction.

~~(5) Based on 2020 population from US Census and the estimated growth rate of .9%.~~

See "DEBT AND OTHER FINANCIAL OBLIGATIONS – General Obligation Debt" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), based on existing laws of the State of New Mexico as enacted and construed, the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended.

Agents and Advisors

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

RBC Capital Markets, LLC ("RBC") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. RBC, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Las Cruces, 700 North Main, Las Cruces, NM 88001, telephone number (575) 541-2000, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $6,000,000* and will be dated the Date of Delivery, which is expected to be on or about April 11, 2024. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on August 1, 2024, and maturing as set forth on the cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof.

Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Bond Ordinance of the City Council delegating authority to the City Manager or delegate awarding the Bonds to the successful bidder for the Bonds in the public sale to be held on March 14, 2024. A copy of the Official Notice of Bond Sale is attached to this Official Statement as Appendix D.

Bond Registrar and Paying Agent

The City Treasurer will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 2033, may be redeemed prior to their scheduled maturity on August 1, 2032, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required

to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested

by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the

property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

SPECIAL FACTORS AFFECTING THE PAYMENT OF DEBT SERVICE ON THE BONDS AND AVAILABLE REMEDIES

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is constant. Such incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks from outside entities. The effect of such threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems.

The City maintains a cybersecurity program that uses a multilayer, multi-vendor approach. Staffing for the program consists of a cybersecurity administrator who is CASP+ certified and an information security specialist. The City has an IT Governance program which provides a technology review, including the review of security standards, for new technology purchases. The City has a Protected Information Management Committee which sets standards for the use and security of protected information within the City. The City has cyber security insurance policy with coverage comparable to coverage carried by other U.S. municipalities of a similar size.

Security technology used by the City includes a unified threat management security system, end point security software on all computers, internal and external network traffic inspection, centralized event log correlation and alerting, and honey pot technologies. All computer operating system environments are updated with security updates as they are released. All updates are centrally managed. All City staff are

required to attend a cybersecurity awareness training annually. Security penetration testing is performed bi-annually using a third-party auditor.

Climate Change and Natural Disasters

The City could experience, and is susceptible to additional, weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $6,000,000*, which represents the second and final series of general obligation bonds approved by the qualified electors of the City at an election held on November 8, 2022 in a maximum aggregate amount of $23,000,000. The Bonds will be issued for the purpose of placing the proceeds into the City's Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land and paying the costs of issuance of the Bonds (collectively, the "Improvement Project").

From the deposit of the Bond proceeds in the City's Affordable Housing Trust Fund, the City expects to fund projects to support affordable housing in the City~~. The projects include~~, including, but ~~are~~ not limited to, portions of the projects listed below. ~~Other projects may be funded in combination with other funding sources.~~ Each of the proposed projects listed has numerous sources of funding that, when combined with the proposed City contribution from the Affordable Housing Trust Fund, fully fund the projects:

1. The Three Sisters Apartments – 70 units housing families at or below 60% of the Area Median Income (AMI)
2. Pedrena Apartments – 80 units housing senior citizens ages 55 and older with income at or below 60% of the AMI
3. Peachtree Canyon Apartments Phase I – 144 units for households at or below 60% of the AMI

* Preliminary, subject to change.

4. Arcadia 4 Subdivision Land Acquisition – 52 lots for single-family homes for families with up to 120% of the AMI
5. Amador Crossing – 50 units of permanent supportive housing for people experiencing homelessness with income levels of 0-30% of AMI

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds, other than accrued interest, are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Deposit to Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

(1) Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

DEBT AND OTHER FINANCIAL OBLIGATIONS

General Obligation Debt

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. A test for maximum general obligation bonds outstanding of the City follows:

2023 Assessed Valuation[1]	$3,008,373,421
2023 Estimated Actual Valuation	$9,909,936,090
City Bonded Debt Outstanding[2]	$37,010,000
Minus Debt Service Fund Balance Attributable to Principal	(5,096,341)
NET DEBT	$31,913,659
Ratio of City Outstanding Debt to 2023 Assessed Valuation[2]	1.23%
Ratio of City Outstanding Debt to 2023 Estimated Actual Valuation[2]	0.37%
Per ~~Capita~~Capital Bonded Debt [2]	$~~323.37~~332.27
~~2023~~2022 Estimated Population~~[3]~~	~~114,450~~111,385

(1) New Mexico Assessed Values represent 33-1/3% (the maximum assessment ratio permitted by the New Mexico Constitution) of the actual property value after deduction of certain exemptions. Property tax levies are based upon the certified assessed valuation.

(2) Includes proposed Series 2024 Bonds not net of debt service fund balance attributable to principal..

~~(3) Based on 2020 population from US Census and the estimated growth rate of .9%.~~

As of the date of this Official Statement, the City has outstanding general obligation indebtedness consisting of principal of $6,895,000 of its Series 2019 Bonds, principal of $9,305,000 of its Series 2020 Bonds, and principal of $14,810,000 of its 2023 Bonds. The combined debt service requirements of the Series 2019 Bonds, Series 2020 Bonds, Series 2023 Bonds and the anticipated debt service requirements of the Series 2024 Bonds are shown in the following table.

	Current Requirements			Series 2024 ~~Bonds~~*			Total Requirements*		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2024	$3,790,000	$1,304,200	$5,094,200	$1,~~850~~650,000	~~$91,667~~ 150,000	$1,~~941,667~~ 800,000	$5,~~640~~440,000	$1,~~395,867~~ 454,200	~~$7,035,867~~ 6,894,200
2025	3,150,000	1,114,700	4,264,700	-1,400,000	~~207~~217,500	-1,~~607,500~~ 617,000	~~$4,550,000~~	$1,~~322~~332,200	$5,~~872~~882,200
2026	3,095,000	957,200	4,052,200	~~275~~300,000	~~137~~147,500	~~412~~447,500	$3,~~370~~395,000	$1,~~094~~104,700	~~$4,464~~499,700
2027	3,095,000	802,450	3,897,450	~~275~~300,000	~~123,750~~132,500	~~398,750~~ 432,500	$3,~~370~~395,000	~~$926,200~~ 934,950	~~$4,296,200~~ 329,950
2028	3,095,000	657,550	3,752,550	~~275~~300,000	~~110,000~~117,500	~~385,000~~ 417,500	$3,~~370~~395,000	~~$767,550~~ 775,050	~~$4,137,550~~ 170,050
2029	3,095,000	553,400	3,648,400	~~275~~300,000	~~96,250~~102,500	~~371,250~~ 402,500	$3,~~370~~395,000	~~$649,650~~ 655,900	~~$4,019,650~~ 050,900
2030	3,095,000	449,250	3,544,250	~~275~~300,000	~~82~~87,500	~~357~~387,500	$3,~~370~~395,000	~~$531~~536,750	~~$3,901~~931,750
2031	2,110,000	345,100	2,455,100	~~275~~300,000	~~68,750~~72,500	~~343,750~~ 372,500	~~$2,385,000~~ 827,600	~~$413,850~~ 417,600	~~$2,798,850~~ 827,600
2032	2,145,000	270,500	2,415,500	~~275~~300,000	~~55,000~~57,500	~~330,000~~ 357,500	$2,~~420~~773,000	~~$325,500~~ 328,000	~~$2,745,500~~ 773,000
2033	1,080,000	195,200	1,275,200	~~275~~300,000	~~41,250~~42,500	~~316,250~~ 342,500	$1,~~355,000~~ 617,700	~~$236,450~~ 237,700	~~$1,591,450~~ 617,700
2034	1,080,000	141,200	1,221,200	~~275~~300,000	27,500	~~302~~327,500	$1,~~355,000~~ 548,700	$168,700	$1,~~523~~548,700
2035	1,080,000	87,200	1,167,200	~~275~~250,000	~~13,750~~12,500	~~288,750~~ 262,500	$1,~~355,000~~ 429,700	~~$100,950~~ 99,700	~~$1,455,950~~ 429,700
2036	1,100,000	44,000	1,144,000				$1,~~100~~144,000	$44,000	$1,144,000
Total	$31,010,000	$6,921,950	$37,931,950	$6,000,000	$1,~~055,417~~167,500	$7,~~055,417~~167,500	$37,010,000	~~$7,977,367~~8,089,450	~~$44,987,367~~45,099,450

*Preliminary, subject to change. Interest on Series 2024 Bonds computed at 5.00% per annum for illustration purposes only.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.

Taxing Entity	2023 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	Amount
State of New Mexico	$110,879,706,059	$541,270,000	2.71%	$14,685,666
Doña Ana County	5,607,428,928	4,110,000	53.65%	2,205,006
Doña Ana Com. Col.	5,691,157,467	18,750,000	52.86%	9,911,341
City of Las Cruces	3,008,373,421	37,010,000[(1)(2)]	100.00%	37,010,000[(1)(2)]
Las Cruces Schools	4,358,294,851	125,985,000	69.03%	86,962,892
Total Direct and Overlapping Debt				$150,774,905

Ratio of Estimated Direct & Overlapping Debt to 2023 Assessed Valuation:	5.01%
Ratio of Estimated Direct & Overlapping Debt to 2023 Estimated Actual Valuation:	1.52%
Per Capita Direct & Overlapping Debt:	$1,353.64

Source: Doña Ana County Assessor's Office, State Assessed Property Tax Division and individual entities.

(1) Includes proposed Series 2024 Bonds.

(2) Figure is not net of Debt Service Fund Balance.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2023 Assessed Valuation is $3,008,373,421. The actual value of personal property within the City (see "Assessments" below) is determined by the Doña Ana County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Las Cruces is as follows:

	2023	2022	2021	2020	2019
Assessments					
Value of Land	$669,137,957	$ 657,946,481	$ 643,226,071	$ 628,874,074	$ 617,132,989
Improvements	2,473,701,170	2,261,910,366	2,098,853	2,028,024,992	1,929,579,112
Personal Property	73,211,428	74,520,534	64,245,761	65,230,658	71,440,024
Mobile Homes	27,622,580	25,333,289	24,594,089	23,835,529	23,336,016
Livestock	11,932	11,948	13,282	12,899	11,081
Assessor's Taxable Value	$3,243,685,067	$3,019,722,618	$2,830,932,638	$2,745,978,152	$2,641,499.222
Less Exemptions					
Head of Family	$ 25,167,569	$ 25,133,106	$ 25,741,064	$ 26,069,893	$ 26,649,447
Veterans	72,339,335	61,259,054	54,936,784	49,285,089	45,420,622
Other	197,431,705	188,051,630	180,315,108	177,902,715	173,610,313
Total Exemptions	$ 294,938,609	$ 274,443,799	$ 260,992,956	$ 253,257,697	$ 245,680,382
Assessor's Net Taxable Value	$2,948,746,458	$2,745,278,819	$2,569,939,682	$2,492,720,455	$2,395,818,840
Centrally Assessed	$59,626,963	$65,077,289	$59,843,051	$60,169,664	$56,698,286
Total Assessed Valuation	$3,008,373,421	$2,810,356,108	$2,629,782,733	$2,552,890,119	$2,452,517,126
Residential	$2,243,157,741	$2,051,707,930	$1,894,030,170	$1,801,660,043	$1,715,172,485
Non-Residential	765,215,680	758,648,178	734,752,563	751,230,076	737,344,641
Total	$3,008,373,421	$2,810,356,108	$2,629,782,733	$2,552,890,119	$2,452,517,126

Source: Dona Ana County Assessor's Office

History of Assessed Valuation

The following is a history of assessed valuation for the City and Doña Ana County.

Tax Year	City of Las Cruces	Doña Ana County
2023	$3,008,373,421	$5,607,428,928
2022	2,810,356,108	5,223,570,138
2021	2,629,782,733	4,935,560,916
2020	2,552,890,119	4,783,117,888
2019	2,452,517,126	4,602,866,403

Source: Dona Ana County Assessor's Office

Article VIII, Section 2, of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the City to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the City voting on the question. The following table summarizes the tax rates on residential property located within the City for 2022-2023 Fiscal Year and the previous four fiscal years. The City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. A high level of taxation may adversely impact the City's ability to repay bonds.

RESIDENTIAL TAX RATES - Per $1,000 Assessed Valuation

Within 20 Mill Limit for General Purposes

	2023	2022	2021	2020	2019
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Doña Ana County	9.212	9.172	9.114	0.222	9.253
Doña Ana Comm. College	1.242	1.237	1.230	1.245	1.250
City of Las Cruces	4.841	4.787	4.774	4.805	4.841
Las Cruces Flood Control	2.000	1.977	1.972	1.985	2.000
Las Cruces Schools	0.344	0.343	0.339	0.342	0.344
Total	**$17.688**	**$17.516**	**17.429**	**17.599**	**17.688**

Over 20 Mill Limit – Interest, Principal, Judgment, etc.

	2023	2022	2021	2020	2019
State of New Mexico	$1.360	$ 1.360	$ 1.360	$ 1.360	$ 1.360
Doña Ana County	0.085	0.091	0.096	0.099	0.098
Doña Ana Comm. College	0.750	0.750	0.750	0.750	0.750
City of Las Cruces	2.007	2.030	2.030	2.009	2.007
Las Cruces Schools	9.605	9.618	9.593	9.604	9.605
Total	**$13.382**	**$ 13.849**	**$13.829**	**$13,822**	**$13.820**

Total Levy

	2023	2022	2021	2020	2019
State of New Mexico	$1.360	$ 1.360	$ 1.360	$ 1.360	$ 1.360
Doña Ana County	9.297	9.263	9.210	9.321	9.351
Doña Ana Comm. College	1.992	1.987	1.980	1.995	2.000
City of Las Cruces	6.849	6.817	6.804	6.814	8.848
Las Cruces Flood Control	1.972	1.977	1.972	1.985	2.000
Las Cruces Schools	9.949	9.961	9.932	9.946	9.949
Total Residential*	**$30.927**	**$31.365**	**$31.248**	**$31.421**	**$31.508**
Total Non-Residential*	**$34.102**	**$34.569**	**$34.573**	**$34.554**	**$34.540**

*In City of Las Cruces

Source: State of New Mexico, Department of Finance & Administration

Major Taxpayers

Taxpayer	Business	2023 Assessed Valuation	% of City Assessed Value
El Paso Electric	Electric Utility	$25,383,957	0.84%
Las Cruces Medical Center	Medical Center	20,401,880	0.68%
Comcast of New Mexico	Cable Provider	13,200,443	0.44%
Saputo Cheese USA Inc	Dairy	12,516,370	0.42%
Memorial Medical Center	Medical Center	11,986,798	0.40%
Las Cruces Hospital Building LLC	Real Estate	10,923,974	0.36%
Copperstone LLC	Real Estate	6,062,296	0.20%
HTA-Regional Medical Center LLC	Medical Center	5,994,174	0.20%
Clear Sky Capital Casas de Soledad Apartments	Apartments	5,990,325	0.20%
Park Place Las Cruces LLC	Investments	5,851,337	0.19%
Total		$118,311,554	3.93%

(1) Based on 2023 City Assessed Valuation of $3,008,373,421

Source: Dona Ana County Assessor's Office

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; however, if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases beginning in tax year 2001. Annual valuation increases will be limited to the greater of 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When residential property is being valued for the first time;
2. When physical improvements (except for solar energy system installations) are made to the property or are omitted in a prior tax year;
3. When the property is transferred to a person other than a spouse, or a child who occupies the property as his principal residence and who qualifies for the head of household exemption on the property under the Property Tax Code;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are 65 years of age or older or who are disabled and whose modified gross income for the prior taxable year did not exceed the income thresholds provided by statute. The statute fixes the valuation of the property to the valuation in the year that (a) for a person 65 or older, in the tax year in which the owner qualifies and files an application, or (b) for a person who is disabled, in the tax year in which the owner qualified and files an application the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes (other than taxes on certain property and business that are centrally assessed) for all units of government are collected by the Doña Ana County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. In 2019, the legislature enacted temporary provisions for tax years 2019 and 2021 which extended the due date from November

10th to December 6th in 2019 and 2021 respectively, and the date of delinquency for the first installment from December 10th to January 9th in 2020 and 2022, respectively. Those temporary provisions have expired.

Collection statistics for Doña Ana County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Tax Collections[1]	Current Collections as of % of Net Levied	Current/ Delinquent Tax Collection[2]	Current/ Delinquent Collections as a % of Net Levied
2022	22/23	$ 161,814,809	$ 155,206,412	95.92%	$ 156,980,629	97.01%
2021	21/22	151,178,013	146,033,493	96.60%	146,033,493	96.58%
2020	20/21	147,144,085	141,840,720	96.40%	145,124,398	98.61%
2019	19/20	142,232,178	135,927,911	95.57%	141,367,968	99.39%
2018	18/19	136,523,134	129,331,545	94.73%	135,834,583	99.49%
2017	17/18	126,151,212	120,921,863	95.85%	125,503,532	99.48%
2016	16/17	123,963,110	118,564,408	95.64%	123,619,526	99.72%
2015	15/16	121,310,986	115,940,130	95.57%	121,029,411	99.77%
2014	14/15	117,384,277	112,086,171	95.49%	117,150,351	99.80%
2013	13/14	114,395,409	109,475,574	95.70%	114,199,734	99.83%

(1) Current collections through June 30 of each year.

(2) As of June 30th of each year.

Source: Dona Ana County Treasurer's Office

For tax year 2023 (fiscal year 2023-2024), net taxes charged to the Treasurer were $171,829,149.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49, NMSA 1978, if property taxes are not paid for any reason within thirty (30) days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth (30th) day after they are due until the date they are paid. Interest accrues at the rate of 1% per month or any fraction of a month. However, in the case of a timely protest, interest payable shall be computed on a principal amount equal to the unpaid taxes finally determined to be due upon resolution of the protest.

Penalty for Delinquent Taxes

Pursuant to Section 7-38-50 NMSA 1978, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A county can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation

purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes. The sale or transfer of property after its valuation date does not relieve the former owner of personal liability for the property taxes imposed for that tax year.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent at any time after the expiration of three years from the first date shown on the tax delinquency list on which the taxes became delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCES OF THE CITY

Budget Process

Pursuant to the City Charter (the "Charter"), the City adheres to the following procedure in establishing its annual budget: At least sixty (60) days prior to the start of the fiscal year (July 1), the City Manager shall submit a budget and budget message to the council for the ensuing fiscal year. The City Manager's message shall explain the budget both in fiscal terms and in terms of work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year and describe the important features of the budget. It shall indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes. The budget message shall summarize the City's debt position and include any other material the City Manager deems desirable.

The budget itself shall provide a complete financial plan of all City funds and activities for the ensuing year. The budget shall show in detail all estimated income, indicating the estimated property tax levy, estimated tax revenues, and all proposed expenditures, and shall be arranged to show comparative figures for actual and estimated income and expenditures of the current fiscal year. It shall also show actual income and expenditures of the preceding fiscal year to date and estimated income and expenditures for the remaining months of the fiscal year. The budget shall include the following: (1) proposed expenditures for current operations during the ensuing fiscal year; (2) proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each capital expenditure; and (3) anticipated reserves for the ensuing fiscal year of each enterprise owned by the City and the proposed method of the disposition of those reserves. Subsidiary budgets for each

enterprise giving detailed income and expenditure information shall be attached as appendices to the budget. The total of proposed expenditures for a year shall not exceed the total of estimated resources for that year.

Following a public hearing on the proposed budget, the City Council may adopt the budget, with or without amendment. The City Council may add or increase programs or amounts and may delete or decrease any programs or amounts, except for expenditures required by law, for debt service or for estimated cash deficit. No amendment to the budget or capital improvements program shall increase the authorized expenditures to an amount greater than the total of estimated resources available during the fiscal year. The City Council shall adopt the budget no later than thirty (30) days before the beginning of the fiscal year. If it fails to adopt the budget by the beginning of the fiscal year, the amounts appropriated for current operation for the current fiscal year are deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until the City Council adopts a budget. Nothing in the Charter shall preclude the City from meeting its debt service when due. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated in the budget.

If during the fiscal year the City Manager certifies that resources are available for appropriation in excess of those estimated in the budget, the City Council may make supplemental appropriations for the year up to the amount of the excess. If at any time during the fiscal year, the City Manager believes that the resources available may be insufficient to meet the amount appropriated, the City Manager shall so report to the City Council, indicating the estimated amount of the deficit, any remedial action taken or to be taken by the City Manager, and recommendations as to any other steps to be taken. The City Council shall then take any action deemed necessary to prevent any deficit, and for that purpose it may reduce any appropriation. No appropriation for debt service may be reduced or transferred. No appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

As a management control device, the City employs formal budgetary integration at the line item level. Deficit financing is not permitted under New Mexico law.

The Government Finance Officers Association ("GFOA") awarded to the City the Distinguished Budget Presentation Award in 2022, which is the 16th consecutive year the City has achieved this designation. The City also received the Certificate of Achievement of Excellence in Financial Reporting, for the 19th consecutive year for the City's 2022 Annual Certified Financial Report.

Financial Statements

The following General Fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances have been included herein for informational purposes only. Figures were taken from the audit reports prepared by the City. Audited figures are excerpts of the audit reports and do not purport to be complete. Reference is made to the complete audit reports which are available upon request.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND[1]

	2019	2020	2021	2022	2023
REVENUES					
Local Taxes:					
Gross receipts	$84,786,667	$90,340,739	$97,593,897	$122,059,903	$129,706,540
Property	12,249,039	12,763,080	13,233,032	13,330,826	14,371,555
Utility franchise	-				
Total local taxes	$97,035,706	$103,103,819	$110,826,929	$135,390,729	144,078,095
State-shared taxes	637,637	472,300	541,319	643,066	1,498,241
Charges for services	3,290,364	2,522,487	766,399	1,239,652	1,447,576
Fees and fines	549,072	311,623	216,230	234,400	170,540
Investment income (loss)	1,989,566	1,613,241	35,135	(704,725)	1,337,383
Franchise fee	3,628,782	3,510,306	4,292,458	4,281,498	4,352,874
Licenses and permits	1,473,546	1,787,286	2,529,467	3,356,634	3,121,170
Operating grants and contributions	-				
Intergovernmental	15,973	16,267	14,901	15,568	20,825
Other	4,507,388	4,174,595	3,732,914	7,430,412	4,534,147
Total Revenues	$113,128,034	$117,511,924	$122,955,752	$151,887,234	$160,560,851
EXPENDITURES					
Current:					
General government	18,791,042	19,032,925	18,588,324	26,428,977	24,696,257
Economic development	3,990,650		2,534,112	3,115,046	3,042,822
Police	25,536,609	25,185,636	22,712,126	25,553,304	28,369,667
Fire	16,282,527	16,221,513	15,793,885	18,247,544	20,324,286
Community development	4,450,169	3,801,890	3,960,914	4,216,866	4,655,037
Quality of Life	6,465,482	6,391,893	6,243,602	7,061,968	7,829,814
Public works	12,111,416	13,057,782	8,228,681	12,570,016	13,055,476
Information technology	-				
Transportation	-				
Parks and recreation	11,032,649	10,627,344	8,784,074	12,636,023	14,665,324
Capital Outlay	4,911,888	2,021,780	4,297,927	5,270,326	17,617,102
Debt service	-				
Interest	-				
Principal	-				
Total Expenditures	$103,572,432	$99,295,123	$91,143,645	$115,100,070	134,255,785
Revenues Over (Under) Expenditures	$$9,555,602	$18,216,801	$31,812,107	$36,787,164	26,305,066
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-				7,567,358
Proceeds from sale of capital assets	260,372	130,344	-	-	
Payment to agency	-				
Transfers in	6,293,917	5,702,555	3,304,119	5,287,856	10,398,847
Transfers out	(17,459,534)	(27,184,709)	(27,626,489)	(31,178,295)	(26,762,047)
Total other financing sources (uses)	(10,905,245)	(21,351,810)	(24,322,370)	(25,890,439)	(8,795,842)
Net Change in Fund Balances	(1,349,643)	(3,135,009)	7,489,737	10,896,725	17,509,224
Fund Balances - Beginning of Year	48,376,447	47,026,804	43,891,795	51,381,532	62,278,257
Fund Balances – End of Year	$47,026,804	$43,891,795	$51,381,532	$62,278,257	$79,787,481

(1) Information appearing in the table is derived from the City's audited financial statements, but table is not audited.

Source: City of Las Cruces.

CITY OF LAS CRUCES, NEW MEXICO BALANCE SHEET – GENERAL FUND[1]

	2019	2020	2021	2022	2023
ASSETS					
Pooled cash and investments	$ 31,290,527	$ 36,239,451	$ 33,813,122	$44,791,886	$57,594,669
Restricted cash and investments					
Receivables, net	1,003,292	646,188	907,1953	796,359	564,064
Due from other funds	2,356,860	1,441,900	1,273,602	1,562,759	5,217,586
Due from other governmental units	15,978,747	15,813,191	18,860,630	21,501,563	22,970,020
Leases receivable				2,245,749	2,057,061
Inventories	1,702,416	1,711,370	1,760,958	1,645,743	1,725,999
Total Assets	$ 52,331,842	$ 55,852,100	$ 56,615,507	$ 72,544,059	$ 90,129,399
DEFERRED OUTFLOWS OF RESOURCES					
Deferred amount from investment Earnings					
Total Deferred Outflow of Resources					
Total Assets and Deferred Outflow of Resources	$ 52,331,842	$ 55,852,100	$ 56,615,507	$ 72,544,059	$ 90,129,399
LIABILITIES					
Accounts and Contracts Payable	$ 2,531,580	$ 1,759,098	$ 2,058,322	$ 4,000,510	$ 3,649,480
Due to other funds					
Accrued Liabilities	1,878,065	9,267,941	2,254,842	3,392,283	3,922,640
Unearned Revenues	259,582	257,297	252,522	30,662	32,218
Total Liabilities	4,669,227	11,284,336	4,565,686	7,423,455	7,604,338
Deferred Inflows of Resources					
Deferred special assessment receipts					
Unavailable revenue	623,374	663,533	655,852		726,674
Deferred inflows related to leases				2,245,749	2,010,906
Deferred from invest.	12,437	12,437	12,437	596,598	
Total Deferred Inflows of Resources	635,811	675,970	668,289	2,842,347	2,737,580
Total Liabilities and Deferred Inflows of Resources	5,305,038	11,960,306	5,233,975	10,265,802	10,341,918
FUND BALANCES					
Non-spendable:					
Inventories	$ 1,702,416	$ 1,711,807	$ 1,760,958	$ 1,645,763	$ 1,725,999
Restricted For:					
General Government					492,000
Economic Development	404,793	547,794	769,085	912,362	747,362
Public safety programs	246,676	656,505	381,947	226,106	545,893
Housing and community development	64,157	65,387	269,104	58,830	65,452
Parks and recreation	723,102	383,351	269,465	889,613	759,472
Public works				78,245	21,331
Community and cultural services*	752,400	791,878	924,662	857,571	940,779
Debt service funds					
Health-related programs					
Transportation					
Committed for:					
Health related programs					
Debt service	9,007,794	9,380,532	10,679,581	10,463,998	10,463,205
Public safety programs	3,972,450	4,178,662	2,472,858	2,582,858	3,733,193
Public works			6,800,000	6,500,000	6,500,000
Transportation	5,391,042	3,500,000	2,511,854	2,511,054	3,991,355
Quality of Life	1,370,000	1,250,000	2,150,000	2,150,000	2,448,184
Economic Development		825,320	850,200	773,000	1,013,000
Assigned to:					
Economic development	2,083,962	1,347,523	1,716,968	1,519,399	1,352,454
Public works	308,349		563,487		
Culture and recreation					
Transportation	160,823				
Community development					
Vehicle acquisition	633,505	1,352,415	1,668,918	854,875	973,845
Unassigned:					
Unassigned:	20,205,335	17,900,621	17,592,445	30,254,603	44,013,957
Total fund balances	$ 47,026,804	$ 43,891,795	$ 51,381,532	$ 62,278,257	79,787,481
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 52,331,842	$ 55,852,101	$ 56,615,507	$ 72,544,059	$ 90,129,399

THE CITY

General

The Las Cruces/Doña Ana County area borders Texas and Mexico and has a rich and colorful history, ranging from 16th century Spanish explorations to the landing of the space shuttle. Las Cruces is the second largest city in the State and is the commercial service and cultural center of southern New Mexico. The City of Las Cruces is located approximately 45 miles north of El Paso, Texas and Cuidad Juárez, Mexico and 225 miles south of Albuquerque, New Mexico.

The economy of the Las Cruces MSA (Metropolitan Statistical Area) is diversified with the major employers being government which accounted for approximately 21,500 jobs as of November 2023. The remaining non-agricultural jobs are in private education and health services (18,400), trade/ transportation/ utilities (11,400), leisure and hospitality (9,200), professional and business services (7,200), mining and construction (3,900), manufacturing (3,500), financial activities (2,400), information (600), and all other services (1,600) (as reported in the New Mexico Department of Workforce Solutions Labor Market Review, November 2023).

Growth in the economy is demonstrated in the growth of gross receipts from retail trade, assessed valuation, building permits, housing prices, and median household income.

Government

The City was founded in 1849 and incorporated in 1907 and operates under a home rule charter with a Council-Manager form of government. Nonpartisan elections are held for members of the City Council of the City (the "Council") for the election of councilors from six single-member districts and for a Mayor to be nominated and elected at large by the resident and qualified voters of the City.

Councilors and the Mayor are elected for staggered four year terms. The Mayor and the Council and the date of expiration of their current terms are as follows:

Name	Office	Current Term Expires
Eric Enriquez	Mayor	December 31, 2027
Cassie McClure	Councilor – District 1	December 31, 2027
Bill Mattiace	Councilor – District 2	December 31, 2027
Becki Graham	Councilor – District 3	December 31, 2025
Johana Bencomo	Councilor – District 4	December 31, 2027
Becky Corran	Councilor – District 5	December 31, 2025
Yvonne M. Flores	Councilor – District 6	December 31, 2025

Administrative Officers

City Manager Ifo Pili began his duties as Las Cruces City Manager in September 2020. Before coming to Las Cruces, Mr. Pili was the city administrator in Eagle Mountain City, Utah since 2012. He also served as Eagle Mountain City's assistant city administrator and economic development coordinator for six years before becoming city administrator. He also was the district administrator for the Unified Fire Service Area, which served 11 Utah municipalities and unincorporated Salt Lake County. Mr. Pili was also an adjunct professor in the Master of Public Administration program at Brigham Young University, teaching local government management. He earned a Bachelor of Science degree in political science and a Master of Public Administration degree from BYU.

Finance Director of Financial Services Leeann DeMouche joined the City of Las Cruces in 2011 with an extensive analytical background in economics and project management. Ms. DeMouche spent ten years with New Mexico State University as the Water Resource Specialist. In 2011, she began her career with the City as the Water Conservation Coordinator. In 2013 she was promoted as the Rate and Economic Analyst Manager, 2015 Fleet Administrator, 2018 Chief Budget Officer, and 2021 Finance Director. Ms. DeMouche is a graduate of New Mexico State University with a BA and MA in Economics.

City Treasurer Erika Jaquez, MBA, as the Treasurer for the City of Las Cruces, has responsibility for management and direction of treasury operations including short-term investment portfolio management, long and short term debt issuance, operational budgeting, bank relationship management and credit card processing. She started with the City in October 2011 and has held various positions in finance, public works, and internal audit. Ms. Jaquez earned her Master of Business Administration and Master of Accountancy from New Mexico State University.

City Clerk Christine Rivera has been with the City of Las Cruces since 2012, was appointed interim city clerk in October of 2019, and became city clerk in August 2020. She received her Certified Municipal Clerk designation in 2016. She earned her Bachelors in Psychology from Louisiana College in 2001 and her Masters in Psychology from Capella University in 2016.

City Attorney Linda A. Samples became the Las Cruces City Attorney on July 31, 2023. Immediately prior to becoming City Attorney, Ms. Samples served as Associate General Counsel for the Texas Tech University System. Previously, Ms. Samples served as Senior Assistant City Attorney for the City of El Paso from August 2013 to August 2017, in which she advised all department and the Public Services Board on personnel matters. Additionally, Ms. Samples' professional experience includes serving as El Paso Independent School District's first In-House Counsel and an Associate with the El Paso Baskind and Hosford Law Firm. Ms. Samples currently serves on the State Bar of Texas Grievance Committee, is the Chair of the State Bar of Texas' Women in the Profession Committee and serves as Treasurer of the Texas Government Law Council. Ms. Samples earned her Juris Doctorate degree from the University of Michigan where she served as Managing Editor of the "Michigan Journal of Race and Law" and earned her Bachelor of Arts degree in psychology with honors and cum laude from the University of Texas at El Paso, where she was named a Top Ten Senior.

Other Employees

As of June 30, 2023, the City had approximately 1861 full time equivalent employees, approximately 419 of which are represented by labor unions. The City believes that relations with its employees are good.

Retirement Plan

The City participates in a pension plan organized on a statewide basis and operated by the State of New Mexico. The Public Employees' Retirement Association of New Mexico (the Plan"), established by Chapter 167, Laws of 1947, New Mexico Statutes Annotated, 1978 Compilation, as amended, requires contributions, computed as a percentage of salary, from both employee and employer for all full-time employees. The majority of State and municipal employees in New Mexico participate in the Plan. The Plan requires contributions by the City and by employees at rates established by statute.

In addition to retirement benefits, the Plan provides disability benefits, surviving spouse and children's benefits, deferred benefits option and cost of living adjustments for all eligible participants. Employer contributions to the pension plan amounted to $10,795,053 for the fiscal year ended June 30, 2023. The City's liability under the Plan is limited to the periodic employer contributions, that it is required to make for its participating employees. Future deficits of the Plan are expected to be financed by the State.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 was effective for fiscal years beginning after June 15, 2014.

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023 was $1,800,812. For additional information regarding the post-employment benefit plan, please refer to Note 11 to the City's audited financial statements.

City Budgets

The City adheres to the following procedure in establishing its annual budget: the City Staff prepares a budget which is forwarded to the City Council prior to May 1 for the fiscal year commencing the following July 1; public input is sought by the City Council during the month of May through public hearings; the budget is approved by the City Council and forwarded for approval to the State of New Mexico, Local Government Division of the Department of Finance and Administration; the final budget is returned to the City with recommended changes and modifications; and the final budget is acknowledged by the City Council.

The operating budget includes proposed expenditures and the means of financing them.

The City Manager is authorized to transfer budgeted amounts that are within a designated organizational unit, are within the same fund and do not increase spending for any fund. The City Manager must obtain approval of the City Council and the State prior to making revisions that alter the total expenditures of any fund. As a management control device, the City employs formal budgetary integration at the line item level.

Deficit financing is not permitted under New Mexico law. The level of classification detail at which expenditure may not legally exceed appropriation for each budget item is the fund level (i.e., General, Water, Sewer, etc.).

City Strategic Plan

The City Council adopted a new strategic plan for 2021 through 2026. The strategic plan is a mid-term planning tool used by the City Council, City Management, and Staff to identify community priorities and budget accordingly.

The strategic plan is organized into six themes and related objectives:

- Community Prosperity
  - Expanded housing options for all income levels
  - Enhanced economic diversity and business strength
- Education and community services
  - Enhanced physical and mental resources
  - Improved access to healthy food options

- Environmental sustainability
    - Achieve the goals included in the climate action plan adopted in 2020
    - Promote balanced growth
- Capital improvements and infrastructure
    - Quality infrastructure that meets the community's needs
    - Expanded transit access and options, including pedestrian and bicycle improved road and pavement conditions
- Communication, involvement, and follow-up
    - Robust communication channels with residents between City departments
    - Timely and consistent follow-up by City staff to residents and the public
- Public safety
    - A more humane criminal justice system
    - A safe and secure community

Each theme in the strategic plan contains several goals for a total of 55 goals. The majority of these goals were developed during the two-year planning for Elevate Las Cruces, the City's comprehensive plan. In addition to these, the City Council identified nine council goals, also to be prioritized in the short-to-mid-term planning horizon. Performance measures were developed by staff during the update of department strategic business plans.

Industry

A combination of a well-educated labor force, favorable tax rates and a high quality of living has attracted industry to Las Cruces. The blend of industries contributing to the diversification of the City's economy include: TMC Design (DOD contractor); Pony Carburetor (manufacturer); White Sands Missile Range and Test Facility (U.S. Army, private industry testing facility), Mountain View Medical Center (hospital), NASA LBJ Test Facility (rocket testing), Sapphire Energy (alternative energy production); Wal-Mart (retail); Tresco, Inc. (sheltered employment); VMC (technical support/communication); Saputo Inc. (cheese manufacturer); and NMSU Physical Science Laboratory.

Education

The Las Cruces School District No. 2 (the "District") is the second largest in the State, with an enrollment of approximately 24,999 students. The district has 40 schools: 24 elementary schools (grades pre-K-5), one combined elementary and middle school (K-8), 8 middle schools (grades 6-8), 7 high schools (grades 9-12). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. The District also has a virtual learning academy serving elementary through high school students.

New Mexico State University

New Mexico State University (the "University"), was originally founded in 1888, and in 1889 was established as a land grant college. The University consists of its main campus in the City, with branch campuses located in Alamogordo, Grants, Doña Ana and a satellite learning center in Albuquerque. As of September 1, 2023, the University had enrollment of approximately 21,797 students across all campuses, and its Las Cruces Campus had a Fall 2023 enrollment of approximately 14,779 undergraduate and graduate students. The University has 29 doctoral programs, 68 master's degree programs, and 97 undergraduate degree programs, 24 graduate certificate programs, and one education specialist program are available in the University's 6 colleges (Agriculture, Consumer and Environmental Sciences; Arts and Sciences;

Business; Engineering; Health, Education and Social Transformation; and Honors) and the Graduate School.

The University's main campus encompasses approximately 900 acres and consists of more than 211 academic, research, and auxiliary buildings, and over 400 housing buildings. As or September 15, 2023 the University employed 1604 faculty members (of which 1090 are located on the Las Cruces campus) and 2,783 staff (of which 2,394 are located on campus in Las Cruces). The University's largest single research operation is the Physical Science Laboratory. Research for engineering, space technology, and farm production and related industries are also conducted by various University departments. The University is classified as an R2 Doctoral/Research institution as rated by the Carnegie Foundation. The University anchors the southern end of New Mexico's Rio Grande Research Corridor. The statewide Water Resources Research Institute is situated at the University and studies the State's water supply and demands, conservation and use, as well as ecological and other aspects thereof.

The Doña Ana Community College, affiliated with the University and the area's occupational training school, offers approximately 6,849 students a variety of programs designed to train students for meaningful employment. The program is designed to be flexible and can be programmed to meet the specific training needs of employers.

Agriculture

Many private and commercial farms are located in Doña Ana County. Principal crops include cotton, pecans, alfalfa, onions, lettuce, chile, barley, nursery stock, and feed grains. Water for the various agricultural operations is provided by surface water diverted from the Rio Grande River and approximately 900 irrigation wells. The area's growing season averages about 200 days each year. The livestock, dairy cattle, Stahmann Pecan Farms (3,200 acres), and the poultry industry also provide a significant portion of agricultural income. Several chile processing plants are located in the area with seasonal employment growing to nearly 1,000.

Transportation

Historically a crossroads of the Southwest, Las Cruces is serviced by Interstate Highways I-10 (east-west) and I-25 (north-south). In addition, the City is served by five major U.S. highways and seven State highways. More than 20 interstate, regional, and local motor carriers serve Las Cruces; four of them operate terminals in the area.

Commuter air service and corporate and general aviation service is available at the City's international airport. Major scheduled airline service is provided by El Paso International Airport, approximately 50 miles from Las Cruces.

Daily rail service, with piggyback and container service, is provided by the Santa Fe and Southern Pacific railroads.

Labor Force and Percent Unemployed

The following table, derived from information supplied by the New Mexico Department of Workforce Solutions, presents information on employment within the Las Cruces MSA (Doña Ana County), the State and the United States, for the periods indicated. Unless otherwise noted, the annual unemployment figures indicate average rates for the entire year and do not reflect monthly or seasonal trends.

Employment Information

Year[1]	Las Cruces MSA (Doña Ana County) Labor Force	Las Cruces MSA (Doña Ana County) Percent Unemployed	State of New Mexico Labor Force	State of New Mexico Percent Unemployed	United States Percent Unemployed
2023[2]	102,529	4.10%	979,478	3.70%	3.70%
2022	99,532	4.40%	947,025	4.00%	3.61%
2021	98,170	6.60%	943,356	6.80%	5.40%
2020	97,153	8.30%	927,685	9.00%	8.90%
2019	99,907	5.20%	968,393	4.50%	4.10%
2018	96,769	5.70%	957,396	4.60%	3.50%
2017	94,943	6.20%	929,567	6.20%	4.40%
2016	95,001	7.20%	927,355	6.70%	4.90%
2015	93,179	7.40%	919,889	6.60%	5.30%
2014	92,462	6.50%	918,206	6.50%	6.20%

(1) Figures are annual averages.

(2) Data for November, 2023. Numbers are preliminary.

Source: U.S. Bureau of Labor Statistics, January 2024.

Covered Wage and Salary Employment by NAICS Code Classification

The following is a history of wage and salary employment for Doña Ana County. The New Mexico Department of Workforce Solutions publishes quarterly reports of covered employment and wages. Beginning with 2001 data, employment was classified according to the new North American Industry Classification System (NAICS).

Average Annual Covered Wage and Salary Employment, By Major Industrial Sector Non-Agricultural Employment –Doña Ana County Annual Average[1]

Sector	2019	2020	2021	2022	2023[2]
Grand Total	72,891	69,490	71,175	74,757	77,691
Total Private	55,850	52,657	54,325	56,818	58,992
Accommodation and Food Services	7,498	6,151	6,947	7,960	8,473
Administrative and Waste Services	3,760	2,960	3,236	3,427	3,336
Agriculture, Forestry, Fishing & Hunting	2,866	2,628	2,433	2,450	2,448
Arts, Entertainment, and Recreation	934	585	576	953	773
Construction	3,706	3,724	3,809	3,935	4,012
Educational Services	704	701	751	797	936
Finance and Insurance	1,657	1,429	1,339	1,425	1,532
Health Care and Social Assistance	14,812	14,860	15,205	16,519	16,115
Information	632	540	509	553	577
Management of Companies and Enterprises	72	85	86	91	86
Manufacturing	2,717	2,775	2,900	3,209	3,237
Mining	54	53	44	44	52
Other Services, Ex. Public Admin	1,208	1,086	1,162	1,341	1,390
Professional and Technical Services	3,672	3,616	3,390	3,463	3,355
Real Estate and Rental and Leasing	784	815	827	838	7,940
Retail Trade	7,242	6,993	7,282	7,703	7,940
Transportation and Warehousing	1,860	1,937	2,089	2,368	2,204
Utilities	355	297	305	629	276
Wholesale Trade	1,317	1,422	1,435	1,463	1,440
Total Government	17,041	16,833	16,850	17,939	18,699

(1) Figures are annual averages of quarterly data.

(2) Second quarter, 2023.

Source: New Mexico Department of Workforce Solutions, Quarterly Census of Employment and Wages Program.

Major Employers

The following are the principal employers located in or near the City.

Las Cruces Metropolitan Statistical Area Principal Employers

1,000 - 4,999 Employees
City of Las Cruces
Gadsden Independent School District
Las Cruces Public School District
Memorial Medical Center
New Mexico State University
White Sands Missile Range

500-999 Employees
Doña Ana Branch Community College
Doña Ana County
Mountain View Regional Medical Center
Walmart Inc.
Peak Behavioral Health Center
Electronic Caregiver

Source: Mesilla Valley Economic Development Authority, January 2024.

Per Capita Income

The following table sets forth annual per capita personal income levels for the Las Cruces Metropolitan Statistical Area ("MSA"), the State of New Mexico, and the United States. The Las Cruces MSA and the State's per capita income level over this period have been lower than the national average.

Year	Las Cruces MSA	New Mexico	United States
2022	$45,361	$52,194	$65,470
2021	45,045	50,311	64,143
2020	41,597	46,760	59,765
2019	38,142	43,530	56,250
2018	36,063	41,218	54,098
2017	35,189	39,458	51,811
2016	34,544	38,775	49,571
2015	33,493	38,103	48,190
2014	32,011	37,219	46,464
2013	30,589	35,088	44,493

Sources: Bureau of Economic Analysis, United States Department of Commerce.

Effective Buying Income

The following table reflects the percentage of households by Effective Buying Income ("EBI") and a five-year comparison of the estimated median household income. EBI is personal income less personal tax and non-tax payments. Personal income includes wages and salaries, other labor income, proprietors' income, rental income, dividends, personal interest income, and transfer payments. Deductions are made for federal, state, and local taxes, non-tax payments such as fines and penalties, and personal contributions for social security insurance. The following chart depicts the median household EBI level for the Las Cruces MSA, the State of New Mexico and the United States.

Effective Buying Income Group	Las Cruces MSA	New Mexico	United States
Under $25,000	23.56%	21.01%	15.66%
$25,000 – 34,999	9.44%	8.87%	7.25%
$35,000 – 49,999	13.21%	12.16%	10.82%
$50,000 and over	18.40%	17.08%	15.83%
$75,000 and over	35.39%	40.88%	50.44%
2024 Est. Median Household Income	$54,591	$60,814	$75,781
2023 Est. Median Household Income	$46,147	$57,526	$73,336
2022 Est. Median Household Income	$45,534	$55,028	$72,191
2021 Est. Median Household Income	$38,109	$49,658	$67,086
2020 Est. Median Household Income	$39,705	$49,384	$65,228

Source: Spotlight, January 2024.

Age Distribution

The following table sets forth a comparative age distribution profile for the City, the State of New Mexico and the United States.

Age Group	Las Cruces MSA	New Mexico	United States
0-17	23.76%	21.63%	21.10%
18-24	11.37%	9.70%	9.55%
25-34	14.48%	12.51%	12.98%
35-44	12.31%	12.49%	12.94%
45-54	11.21%	11.04%	11.98%
55 and Older	26.87%	32.63%	31.45%

Source: Spotlight, January 2024.

Population

Based on information gained from the United States Census Bureau, the following table shows the historical and projected population data for the City of Las Cruces, Doña Ana County and the State of New Mexico.

Population

Year	City of Las Cruces	Doña Ana County	State of New Mexico
2024[(1)]	115,669	225,325	2,117,948
2023	113,999	222,754	2,120,216
2022	108,591	224,886	2,126,179
2020	105,591	218,867	2,097,688
2019	103,432	218,523	2,096,829
2018	102,657	214,739	2,081,363
2010	97,618	218,523	2,112,957
2000	74,267	175,524	1,821,078
1990	62,648	136,523	1,519,933
1980	45,086	96,340	1,303,143
1970	37,857	69,773	1,017,055

[(1)]Estimates, Source: Spotlight, January 2024.

Source: Spotlight, January 2024, United States Census Bureau, and County QuickFacts.

TAX STATUS

General

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Series 2024 Bonds, based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is excludable from net income for present State of New Mexico income tax purposes.

The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended (the "Code").

CONTINUING DISCLOSURE INFORMATION

The City will enter into an undertaking (the "Undertaking"), in the form attached as Appendix D, for the benefit of the holders of the Bonds to provide (i) certain financial information by no later than March 31st of each year, beginning March 31, 2025 until the Bonds are no longer outstanding, and (ii) operating data, and to provide notice of certain events, pursuant to the requirements of section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission (17 C.F.R. § 240.15c2-12). A failure by the City to provide any information required thereunder shall not constitute an Event of Default under the Master Ordinance. The City has previously entered into continuing disclosure undertakings (each a "Prior Undertaking" and collectively, the "Prior Undertakings") with respect to certain other obligations of the City in accordance with Section Rule 15c2-12 and, during the last five years, the City has complied in all material respects with those Prior Undertakings.

Compliance with Continuing Disclosure Undertakings in Future Years

The City intends to maintain compliance with its continuing disclosure undertakings in future years through the collective oversight and effort of current City finance staff and private consultants, all of whom have experience and knowledge related to the City's continuing disclosure obligations. Additionally, the City has Continuing Disclosure Procedures on file with the current City finance staff and the City's private consultants, which were adopted by the City Council on July 7, 2014.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

The City of Las Cruces is party to various legal proceedings seeking damages or injunctive relief and generally incidental to the operations of the City. In addition, the City is a defendant in several cases involving City Police Department action which, if determined unfavorably to the City, may involve significant damages or settlement. The litigation to which the City is a party is unrelated to and does not question the validity of the Bonds, the proceedings under which the Bonds are issued, nor the City's ability to levy and collect property taxes to pay the debt service on the Bonds. The City is self-insured with respect to all but one of the cases for which there is private insurance. Payment of any settlement or judgement may require the City to access funds in its unrestricted reserves. The ultimate disposition of such proceedings is not presently determinable. Given the current status of the cases, the nature of the claims in the cases, the uncertainty of monetary damages, if any, the amount of any loss through jury verdict or settlement is not reasonably subject to estimation at this time. The City continues to defend itself vigorously against the allegations.

RATINGS

Moody's Investors Service ("Moody's") has assigned a ____ rating to the Bonds. An explanation of the significance of the ratings given by Moody's may be obtained from Moody's at 7 World Trade Center at 250 Greenwich Street, New York, NY 10007 or https://www.moodys.com.

Such rating reflects only the view of Moody's, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the initial purchasers of the Bonds have undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such ratings once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

RBC Capital Markets, LLC is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. RBC Capital Markets, LLC, in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

The legality of the Bonds will be approved by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, whose unqualified opinion approving the legality of the Bonds will be furnished at the closing.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

ADDITIONAL INFORMATION

All summaries of the statutes, resolutions, opinions, contracts, agreements, financial and statistical data and other related reports described in this Official Statement are subject to the actual provisions of such documents. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or available for inspection during normal business hours at the offices of the City located at 700 North Main, Las Cruces, New Mexico 88001 or at the offices of RBC Capital Markets, LLC, 6301 Uptown Boulevard, N.E., Suite 100, Albuquerque, New Mexico 87110.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF LAS CRUCES, NEW MEXICO

By: _____
ERIC ENRIQUEZ, MAYOR

APPENDIX A

OPINION OF BOND COUNSEL

April __, 2024

City of Las Cruces
Las Cruces, New Mexico

$6,000,000
City of Las Cruces, New Mexico
Taxable General Obligation Improvement Bonds
Series 2024

Ladies and Gentlemen:

We have acted as bond counsel to the City of Las Cruces (the "City"), Dona Ana County, State of New Mexico (the "State"), in connection with the issuance and sale of its $6,000,000 Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"), dated April __, 2024, with interest payable on August 1, 2024 and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2024 through 20__, inclusive. The Bonds are being issued pursuant to Ordinance No. 3062 by the City Council on March 4, 2024 as supplemented by the Award Certificate executed on March __, 2024 .

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to *ad valorem* taxes levied by the City, which taxes are unlimited as to rate or amount.

2. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions expressed herein are based upon existing laws as of the date of issuance and delivery of the Bonds. We express no opinion as of any date subsequent hereto, and our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this opinion.

The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS – JUNE 30, 2023

The City has not requested the consent of Patillo, Brown & Hill, LLP, which performed the audit of the City's Financial Statements, to the inclusion of the audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those Financial Statements.

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Las Cruces, New Mexico (the "City"), in connection with the issuance of the City of Las Cruces, New Mexico Taxable General Obligation Improvement Bonds, Series 2024 (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 3062 adopted by the City Council on March 4, 2024, as supplemented by the Award Certificate executed on March __, 2024 (collectively, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

(a) "Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" in the Official Statement.

(b) "Audited Financial Statements" means the City's annual financial statements which financial statements have been audited as may then be required or permitted by the laws of the State.

(c) "EMMA" means the MSRB's Electronic Municipal Market Access system located on its website at emma.msrb.org.

(d) "Event Information" means the information delivered pursuant to Section 3(d) of this Undertaking.

(e) "Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board in compliance with the Rule.

(f) "MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314, telephone (703) 797-6600, fax (703) 797-6708.

(g) "Official Statement" means the Official Statement dated March __, 2024, delivered in connection with the original issue and sale of the Bonds.

(h) "Report Date" means March 31 of each year, beginning in 2025.

(i) "Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

(j) "SEC" means the Securities and Exchange Commission.

(k) "State" means the State of New Mexico.

Section 3. Provision of Annual Financial Information and Reporting of Event Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) If Audited Financial Statements are not provided as a part of the Annual Financial Information, the City will provide Audited Financial Statements to EMMA when and if available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

(d) At any time the Bonds are outstanding and the City obtains knowledge of the occurrence of any of the following events with respect to the Bonds, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of Bondholders, if material;

(viii) bond calls, if material, or tender offers;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Bond, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee, or a change of name of a trustee, if material;

(xv) the incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(e) The City or its designated agent, will provide, in a timely manner not in excess of ten (10) business days after the occurrence of the event, to EMMA, notice of any: (i) failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Sections 3(a) and 3(b); (ii) changes in its fiscal year-end; and (iii) amendment of this Undertaking.

Section 4. Method of Transmission. Unless otherwise required by law and subject to technical and economic feasibility, the City, or its designated agent, will employ such methods of electronic or physical information transmission as is requested or recommended from time to time by EMMA, the MSRB and the SEC.

Section 5. Enforcement. The obligations of the City under this Undertaking are for the benefit of the Owners. Each Owner is authorized to take action to seek specific performance by court order to compel the City to comply with its obligations under this Undertaking, which action will be the exclusive remedy available to it or any other Owner. The City's breach of its obligations under this Undertaking will not constitute an event of default under the Bond Ordinance and none of the rights and remedies provided by the Bond Ordinance will be available to the Owners with respect to such a breach.

Section 6. Term. The City's obligations under this Undertaking will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds has been paid or legally defeased pursuant to the terms of the Ordinance; (ii) the date on which the City is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Undertaking are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The City shall file a notice of any such termination with EMMA.

Section 7. Amendments. The City may amend this Undertaking from time to time, without the consent of any Owner, upon the City's receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

(a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, a change in the identity, nature or status of the City or a change in the availability or character of financial information for the City;

(b) this Undertaking, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and

(c) the amendment does not materially impair the interests of the Owners.

Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information and Audited Financial Statements for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 8. Beneficiaries. This Undertaking binds and inures to the sole benefit of the City and the Owners and creates no rights in any other person or entity.

Section 9. Limited Obligation. This Undertaking is subject to the availability of necessary funds appropriated by the City.

Section 10. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Date: April __, 2024.

CITY OF LAS CRUCES, NEW MEXICO

[CITY SEAL]

By: _____
Eric Enriquez, Mayor

Attest:

By: _____
Christine Rivera, City Clerk

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$6,000,000
City of Las Cruces, New Mexico
Taxable General Obligation Improvement Bonds
Series 2024

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the City Council (the "Council") of the City of Las Cruces, New Mexico (the "City"), for the purchase of all of the City's Taxable General Obligation Bonds, Series 2024 (the "2024 Bonds"), more particularly described below. The 2024 Bonds will be awarded to the winning bidder for the 2024 Bonds by 5:00 p.m., prevailing Mountain Time, March 14, 2024. The City Manager or City Financial Services Director will take action to award the Bonds and certify in writing that the final terms comply with the parameters and conditions established in the Bond Ordinance adopted by the City Council on March 4, 2024.

Bids for the purchase of the 2024 Bonds will be accepted through the Ipreo BiDCOMP/Parity electronic bidding web site. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: March 14, 2024
Bid Time: Between 10:30 a.m. and 11:00 a.m. Eastern Time
(Between 8:30 a.m. and 9:00 a.m. Mountain Time)
Submit Bid to: www.munis.ipreo.com

Information related to this auction can be obtained from Ipreo's BiDCOMP/Parity Auction Support at BIDCOMP/PARITY, 1359 Broadway, 2nd Floor, New York, New York 10018, i-Deal Prospectus: (212) 849-5024 or (212) 849-5025; BidComp/Parity: (212) 849-5021.

To bid, bidders must have both (1) completed the registration form on the Ipreo BiDCOMP/Parity electronic bidding website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Ipreo BiDCOMP/Parity electronic bidding platform shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

Neither the City, Ipreo BiDCOMP/Parity , the Municipal Advisor, nor Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Ipreo BiDCOMP/Parity time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their

bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2024 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2024 Bonds and the security therefore set forth in the Preliminary Official Statement dated March 7, 2024 (the "Preliminary Official Statement").

BOND DETAILS

The 2024 Bonds will be issued in the aggregate principal amount of $6,000,000, exclusive of premium, if any. The 2024 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement, relating to the 2024 Bonds which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2024 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

The 2024 Bonds will be issued in the aggregate principal amount of $6,000,000, will be dated the date of delivery, will be issued as fully registered bonds and will mature on August 1 of each year as follows:

Years Maturing*	Amounts Maturing*
2024	$1,~~850~~650,000
2025	-1,400,000
2026	~~275~~300,000
2027	~~275~~300,000
2028	~~275~~300,000
2029	~~275~~300,000
2030	~~275~~300,000
2031	~~275~~300,000
2032	~~275~~300,000
2033	~~275~~300,000
2034	~~275~~300,000
2035	~~275~~250,000

*Subject to Change

The Bonds will be fully registered bonds in the denomination of $5,000 each, or any integral multiple thereof. Interest will be payable on August 1, 2024 and semiannually thereafter on February 1 and August 1 of each year.

Optional Redemption: The Bonds maturing on and after August 1, 2033 may be redeemed prior to their scheduled maturities on August 1, 2032, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest to the date of redemption, if any.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from in electronic format at www.fmhub.com (MuniHub) and at www.i-dealprospectus.com or a physical copy may be obtained by contacting the City or the Municipal Advisor, see "Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2024 Bonds, the Final Official Statement which is to be downloaded from www.fmhub.com (MuniHub). One printed copy of the Final Official Statement also will be provided to the winning bidder upon request; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding through the facilities of Ipreo BiDCOMP/Parity. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2024 Bonds will begin at 10:30 a.m., Eastern Time (8:30 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 11:00 a.m., Eastern Time (9:00 a.m. Mountain Time).

To bid, bidders must first visit the Ipreo BiDCOMP/Parity website where, if they have never registered with Ipreo BiDCOMP/Parity , they can register and then request admission to bid on the 2024 Bonds. Subscription to i-Deal's BIDCOMP PARITY Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Ipreo BiDCOMP/PARITY may call **(212) 849-5021**, for support with accessing the site.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Bond Sale ("Notice"), and shall be binding upon the bidder. The City and the City's financial and bond advisors shall not be responsible for any malfunction or mistake made by or as a result of the use of the facilities of PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice conflict with information provided by PARITY, as the approved provider of electronic bidding services, this Notice shall control. Further information about PARITY, including any fee charged, may be obtained from BIDCOMP/PARITY, 1359

Broadway, 2nd Floor, New York, New York 10018, i-Deal Prospectus: (212) 849-5024 or (212) 849-5025; BidComp/Parity: (212) 849-5021.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the Board, as described under "BASIS OF AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Notice and the Official Bid Form.

For purposes of bids received through the electronic bidding process, the time as maintained by PARITY shall constitute the official time.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2024 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2024 Bonds. The maximum interest rate may not exceed 6% for any maturity and the maximum interest rate specified for any maturity of the 2024 Bonds may not exceed the minimum interest rate specified for any maturity of the 2024 Bonds by more than three percent (3%). The maximum net effective interest rate of the 2024 Bonds shall not exceed ten percent (10%) per annum. The 2024 Bonds will not be sold for less than par. The Underwriter's Discount on the 2024 Bonds shall not exceed 4% of the par amount of the 2024 Bonds.

The Bonds will not be sold for less than 100% of par.

Bidders are required to submit a bid specifying the lowest rate or rates of interest and premium, if any, at which such bidder will purchase the Bonds. For informational purposes only, each bidder is requested to specify: (a) the method of payment of the good faith deposit, (b) the True Interest Cost on the Bonds stated as a nominal annual percentage rate (see "BASIS OF AWARD" below), (c) gross interest cost, (d) premium, if any, and (e) net interest cost. Only unconditional bids shall be considered. Bids should be submitted as an electronic bid using the facilities of PARITY. No other method of submitting bids will be accepted (see "FURTHER INFORMATION" below).

Term Bonds. A bidder may elect to have all or a portion of the 2024 Bonds scheduled to mature in consecutive years issued as one or more term bonds (the "Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement, however, not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City Financial Services Director, in consultation with the City's financial and bond advisors, in the City Financial Services Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2024 Bonds will be received, by issuing a notification of the adjusted series,

amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2024 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the City Financial Services Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Leeann DeMouche at ldeMouche@lascruces.gov or such other address as may be indicated by the City Financial Services Director within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2024 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2024 Bonds to the public that will be retained by the Purchaser as its compensation.

The City Financial Services Director in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2024 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The City Manager in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2024 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2024 Bonds) does not increase or decrease from what it would have been if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. Mountain Time on the day of the sale and award of the 2024 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2024 Bonds.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding ~~period.~~, provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Ipreo BiDCOMP/PARITY electronic bidding system shall be deemed an irrevocable offer to purchase the 2024 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2024 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2024 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2024 Bonds as of April 11, 2024, produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding. "True Interest Cost" of the Bonds, as used herein, means that yield, which if used to compute the present worth, as of the date of the Bonds, of all payments of principal and interest to be made on the Bonds, from their date to their respective maturity dates, as specified in the maturity schedule and without regard to the possible optional prior redemption with respect to the Bonds, using the interest rates specified in the bid, produces an amount equal to the principal amount of the Bonds plus any premium bid. No adjustment shall be made in such calculation for accrued interest on the Bonds from their date to the date of delivery thereof. Such calculation shall be based on a 360-day year consisting of twelve thirty day months and a semiannual compounding interval. The purchaser must pay accrued interest from the date of the Bonds to the date of delivery. **The Bonds will not be sold for less than par plus accrued interest.** The City reserves the right to waive any irregularity or informality in any bid, except time of filing.

The winning bid or bids will be indicated on Ipreo BiDCOMP/PARITY and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Ipreo BiDCOMP/PARITY stating "Auction Results Verified and Confirmed".

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2024 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Ipreo BiDCOMP/PARITY, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any Bonds, (b) to reoffer any Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2024 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 2:00 p.m., Mountain Time on March 14, 2024, the winning bidder is required to submit a Bid Award Deposit of $120,000.00. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2024 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2024 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2024 Bonds in

compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Time of Award and Delivery. The City Manager or City Financial Services Director will take action awarding the Bonds or rejecting all bids not later than 24 hours after the expiration of the time herein prescribed for the receipt of the bids. Delivery of the Bonds will be made to the successful bidder through the facilities of The Depository Trust Company, New York, New York, within 60 days of the acceptance of the bid. If for any reason delivery can0not be made within 60 days, the successful bidder shall have the right to purchase the Bonds during the succeeding 30 days upon the same terms, or at the request of the successful bidder, during said succeeding 30 days, the good faith deposit will be returned, and such bidder shall be relieved of any further obligation. It is anticipated that the delivery of the Bonds will be on or about April 11, 2024.

Manner and Time of Delivery. The 2024 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on April 11, 2024, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as may be disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2024 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder. By submitting a bid, the initial purchaser represents that the sale of the Bonds in states other than New Mexico will be made only under exemptions from registration, or, wherever necessary, the initial purchaser will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold.

CUSIP Numbers. CUSIP numbers will be issued and printed on the 2024 Bonds at the expense of the City. The City's Municipal Advisor will apply for CUSIP numbers prior to the sale date of the 2024 Bonds. Any error or omission in printing such numbers on the 2024 Bonds will not constitute cause for any winning bidder to refuse delivery of any Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2024 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2024 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2024 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2024 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Ipreo BiDCOMP/PARITY prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2024 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2024 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Ipreo BiDCOMP/PARITY at the time the sale date and time are announced.

Ratings. A rating of "___" has been received by Moody's Investors Service.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2024 Bonds may be obtained from:

Erik Harrigan, Director
RBC Capital Markets
6301 Uptown Blvd., Ste. 110
Albuquerque, NM 87110
Phone: (505) 872-5999

The date of this Official Notice of Bond Sale is March 7, 2024.

CITY OF LAS CRUCES, NEW MEXICO

24-119

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Suri Molina	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION AUTHORIZING A CONTRACT FOR ONLINE MARKETPLACE PURCHASES WITH AMAZON.COM SERVICES, LLC OF SEATTLE, WASHINGTON, VIA OMNIA PARTNERS / PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT NO. R-TC-17006, FOR A TERM THROUGH JANUARY 18, 2028, IN AN AMOUNT NOT TO EXCEED $500,000.00 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-091).**

TYPE OF ACTION: ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:
To authorize a contract purchase agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) procures office supplies for its staff across all departments to support the City's daily operations. Each department allocates a budget for its office supply requirements as part of the annual budgeting process. The total amounts are combined to determine the contract amount needed for the year.

Amazon offers Business Prime, an exclusive Amazon Business membership program designed specifically for businesses. It provides a range of unique features and benefits tailored to work-related needs. Additionally, eligible items qualify for fast and free business shipping, saving the City an average of $9,000.00 annually on shipping costs.

The Purchasing program is requesting authorization to contract with Amazon.com Services, LLC, of Seattle, Washington via Omnia Partners / Prince William County Public Schools No. R-TC-17006 for a term through January 8, 2028, in an amount not to exceed $500,000.00 annually, subject to approved budget appropriations.

SUPPORT INFORMATION:
Exhibit "A" 23-24-091 Online Marketplace Purchases - Amazon.com Services, LLC

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: **AVAILABLE AMOUNT:** **EXPENDITURE AMOUNT:**

Funding Source(s):
Various

Overall Budget Impact:
Individual department purchase order requests will be dependent upon available budgeted amounts and funds approved through the annual budget process.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a contract for online marketplace purchases with Amazon.com Services, LLC of Seattle, Washington in an annual amount not to exceed $500,000.00, subject to approved budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution based on direction from City Council to staff.
4. Vote to "Table"; this could delay the agreement for online marketplace purchases, which could negatively affect City operations.

RESOLUTION 24-119

A RESOLUTION AUTHORIZING A CONTRACT FOR ONLINE MARKETPLACE PURCHASES WITH AMAZON.COM SERVICES, LLC OF SEATTLE, WASHINGTON, VIA OMNIA PARTNERS / PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT NO. R-TC-17006, FOR A TERM THROUGH JANUARY 18, 2028, IN AN AMOUNT NOT TO EXCEED $500,000.00 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-091).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) procures office supplies for its staff across all departments to support the City's daily operations, and each department allocates a budget for its office supply requirements as part of the annual budgeting process; and

WHEREAS, Amazon.com Services, LLC, of Seattle, Washington, offers Business Prime, a membership program providing fast and free shipping on eligible items, saving the City an average of $9,000 annually on shipping costs; and

WHEREAS, Amazon Business Prime purchases are available through the Omnia Partners / Prince William County Public Schools contract no. R-TC-17006 for a potential term through January 8, 2028; and

WHEREAS, the Purchasing program is requesting authorization to contract with Amazon.com Services, LLC via the Omnia Partners contract.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizes the City to contract with Amazon.com Services, LLC, of Seattle, Washington for online marketplace purchases in an amount not to exceed $500,000.00 annually, subject to approved budget appropriations, via Omnia Partners / Prince William County Public Schools contract no. R-TC-17006, as outlined in Exhibit "A" attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

PWCS
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Date: 11/6/2023

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT RENEWAL

October 4, 2021

Amazon.com Services LLC
(Amazon Business)
Mike Kernish, Director
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #1
Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with the **Prince William County School Board** listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at FredriAM@pwcs.edu.

Sincerely,

Angela M. Fredrickson
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Mike Kernish — Legally Authorized Signature

Mike Kernish Authorized Signatory
Print Name & Title

Date: December 1, 2021

Purchasing: Anthony E. Crosby — Legally Authorized Signature

Anthony Crosby, CPPO
Supervisor of Purchasing, Acting

Date: 11/1/21

CC MISC 00088979 2018 TR

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CONTRACT MODIFICATION

MODIFICATION #5 **ISSUE DATE: October 19, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described here) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available here). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over $25 as described here).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby, CPPO

Anthony E. Crosby, CPPO Purchasing Supervisor

Amazon Services LLC

DocuSigned by: Prentis Wilson 7BA8AF34EE3F439...

Signature

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by: Anthony E. Crosby 766793E2DA5C49B...

Signature

Prentis Wilson VP, Amazon Business

Name and Title

October 23, 2018

Date

Anthony E. Crosby, CPPO

Purchasing Supervisor October 23, 2018

Date

PURCHASING OFFICE

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR

CC MISC 00054367 2018 TR

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CONTRACT MODIFICATION

MODIFICATION #4 **ISSUE DATE: July 11, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180. The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby
Anthony E. Crosby, CPPO.
Acting Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
76A8AE34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

July 20, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Anthony E. Crosby
766796F2D45C49B...
Signature

Anthony E. Crosby, CPPO
Acting Supervisor of Purchasing

July 17, 2018
Date

CC MISC 00017679 2018 TR

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #3 **ISSUE DATE: March 7, 2018**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Add the following to the General Terms and Conditions under 3. Debarment Status:

3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:
Anne Rung
58F45C4A6E4F4C6...
Signature

Anne Rung Director
Name and Title

March 28, 2018

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Jim Totty
4D8812DC39147B...
Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

March 27, 2018

PURCHASING OFFICE

Date

Date

CC MISC 00005512 2018 TR

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #2 **ISSUE DATE: January 19, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. All references in the Contract to free two-day shipping on orders of $49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

January 26, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

1-29-18
Date

DocuSign Envelope ID: C23284C6-DE04-4C8D-B382-C79987D977DB

DocuSign Envelope ID: 5777111E-943F-4CE1-AB66-F2C871C29C49

CC MISC 00047423 2017 TR

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #1 **ISSUE DATE: November 17, 2017**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The following states may now use the contract: Hawaii, Vermont and Maine.

2. Date corrections on the Memorandum of Negotiations are as follows:

   - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.
   - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.
   - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.

3. Add the following Special Provision:

   10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

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DocuSign Envelope ID: 5777111E-943F-4CE1-AB66-F2C871C29C49

CC MISC 00047423 2017 TR

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

November 28, 2017
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

11/27/17
Date

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's Conditions of Use and the Amazon.com Privacy Notice, as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our Amazon Business Help carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the "**Credentials**"), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User's orders. You acknowledge this information will be governed by the provider's privacy, data and security policies. You and your Users consent to Amazon's sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

(a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;

(b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;

(c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;

(d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("**Laws**") in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization's funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use. Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

9.1 SELLER CREDENTIALS. Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

9.2 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business

pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization's administrator or other applicable employees with the supplier in connection with this pricing.

9.3 LIVE EXPERT. Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

9.4 GIFT CARDS. All purchases and redemptions of Amazon.com Gift Cards ("**Gift Cards**") are subject to the terms and conditions at http://www.amazon.com/gc-legal ("**Gift Card Terms**"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "**Loyalty Program**"). You may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than $10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

9.5 KINDLE CONTENT PURCHASES FOR OTHERS. We may enable you to purchase digitized content from the Kindle Store for others through your Amazon Business account. All redemptions of digitized content purchased from the Kindle Store, such as books ("Kindle Content"), are subject to the Kindle Store Terms of Use. Each copy of Kindle Content you purchase may only be redeemed by a single Amazon.com user account and cannot be revoked or transferred by you after redemption. You may not resell the Kindle Content redemption links or any other entitlement to the Kindle Content. If we terminate your access to Amazon Business or you otherwise violate these Terms, we may disable any unredeemed Kindle Content that you have purchased.

10. DISCLAIMER

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FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY AMAZON SERVICES ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO ANY LIABILITY.

12. ENTIRE AGREEMENT

The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

13. AGREEMENT CHANGES

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring

prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 –18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the Trademark Guidelines.

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis D. Wilson Jr.
Authorized Signature

Prentis D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

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3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

24-120

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Virginia Barela	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO AWARD PROFESSIONAL SERVICE CONTRACTS FOR UTILITIES ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JACOBS ENGINEERING GROUP, INC.; JOHNSON, MIRMIRAN & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MAGNOLIA RIVER SERVICES, INC.; MOLZEN CORBIN AND ASSOCIATES; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; WATER WORKS ENGINEERS, LLC; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-052).**

TYPE OF ACTION: **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

PURPOSE(S) OF ACTION:

To award contracts for Utilities Engineering Services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) required proposals for utilities engineering services. These services are required to perform engineering services that may include, but not be limited to computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition; water treatment process; master planning; feasibility and solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System & Stormwater Pollution Prevention Plan compliance; electrical design; computer network analysis for Gas, Water, and Wastewater; solid waste studies, and landfill system design and analysis; environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services; geotechnical assessments, such as soil and groundwater testing for contamination and remediation, and other related services; expert witness in a judicial and/or quasi-judicial setting; project management; construction inspection.

On February 2, 2024, the City advertised Request for Proposals for Procurement No. 23-24-051, for the purpose of pre-qualifying firms that can provide these specialized engineering services, and entering into agreements with recommended firms. These proposed agreements will be used on an as-needed basis for a period of five (5) years, subject to approved budget appropriations.

The Purchasing program received fourteen (14) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024. The SAC is recommending award to all fourteen (14) rated firms as follows:

1. A&E Engineering, LLC - Las Cruces, New Mexico
2. Bohannan Huston, Inc. - Las Cruces, New Mexico
3. Cobb, Fendley & Associates, Inc. - Albuquerque, New Mexico
4. Daniel B. Stephens & Associates, Inc. - Albuquerque, New Mexico
5. HDR Engineering, Inc. - Omaha, Nebraska
6. Jacobs Engineering Group, Inc. - Albuquerque, New Mexico
7. Johnson, Mirmiran, & Thompson, Inc. - Hunt Valley, Maryland
8. Kimley-Horn and Associates, Inc. - Mesa, Arizona
9. Magnolia River Services, Inc. - Hartselle Alabama
10. Molzen Corbin and Associates - Las Cruces, New Mexico
11. Miller Engineers, Inc. dba Souder, Miller & Associates - Las Cruces, New Mexico
12. Stantec Consulting Services, Inc. - Las Cruces, New Mexico
13. Water Works Engineers, LLC - Las Cruces, New Mexico
14. Wilson & Company, Inc., Engineers & Architects - Las Cruces, New Mexico

It is advantageous for the City to have a pre-qualified list of engineers from which to select, to get budgeted projects completed. All City departments will be able to enter into individual Project Assignment Agreements with these engineering firms on an as-needed basis. The Public Works Department has numerous projects budgeted throughout upcoming fiscal years. There are also times when special funding (e.g. Legislative appropriations, New Mexico Department of Transportation, etc.) is made available to the City for specific projects. The funding sources often give strict timeframes within which improvements must be designed and constructed to secure the funding. By having a pre-qualified list of engineers, it will not be necessary to go through individual Request for Proposals to contract the necessary work for each individual project. These agreements will allow Public Works, and any other department needing these services, to contract with any one of the fourteen (14) pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

SUPPORT INFORMATION:

Exhibit "A" 23-24-052 Utilitiesl Engineering Services - A&E Engineering
Exhibit "B" 23-24-052 Utilitiesl Engineering Services - BHI
Exhibit "C" 23-24-052 Utilitiesl Engineering Services - Cobb-Fendley
Exhibit "D" 23-24-052 Utilitiesl Engineering Services - DBSA
Exhibit "E" 23-24-052 Utilities Engineering Services - HDR
Exhibit "F" 23-24-052 Utilities Engineering Services - Jacobs
Exhibit "G" 23-24-052 Utilities Engineering Services - JMT
Exhibit "H" 23-24-052 Utilities Engineering Services - Kimley-Horn
Exhibit "I" 23-24-052 Utilities Engineering Services - MagnoliaRiver
Exhibit "J" 23-24-052 Utilities Engineering Services - Molzen Corbin
Exhibit "K" 23-24-052 Utilities Engineering Services - SMA
Exhibit "L" 23-24-052 Utilities Engineering Services - Stantec
Exhibit "M" 23-24-052 Utilities Engineering Services -WaterWorks
Exhibit "N" 23-24-052 Utilities Engineering Services - Wilson&Company

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

SAC

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award contracts to the fourteen (14) selected pre-qualified firms, to provide utilities engineering services for the City on an as-needed basis, to each firm for a term of five (5) years, subject to approved budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternate direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay awarding contracts for utilities engineering services and prevent completion of budgeted projects.

RESOLUTION 24-120

A RESOLUTION TO AWARD PROFESSIONAL SERVICE CONTRACTS FOR UTILITIES ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JACOBS ENGINEERING GROUP, INC.; JOHNSON, MIRMIRAN & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MAGNOLIA RIVER SERVICES, INC.; MOLZEN CORBIN AND ASSOCIATES; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; WATER WORKS ENGINEERS, LLC; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $2,000,000 EACH FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-052).

The City Council is informed that:

WHEREAS, the City of Las Cruces requested proposals for utilities engineering services; and

WHEREAS, these services are required to perform engineering services that may include, but not be limited to computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition; water treatment process; master planning; feasibility and solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System & Stormwater Pollution Prevention Plan compliance; electrical design; computer network analysis for Gas, Water, and Wastewater; solid waste studies, and landfill system design and analysis; environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services; geotechnical assessments, such as soil and groundwater testing for contamination and remediation, and other related services; expert witness in a judicial and/or quasi-judicial setting; project management; construction inspection; and

WHEREAS, the purpose is to establish a list of pre-qualifying firms that can provide these specialized engineering services; and

WHEREAS, these agreements will be used for five (5) years on an as-needed basis, subject to approved budget appropriations; and

WHEREAS, the Purchasing program received fourteen (14) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on April 10, 2024; and

WHEREAS, the SAC is recommending award to all fourteen (14) firms as follows: A&E Engineering, LLC; Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc.; Daniel B. Stephens & Associates, Inc.; HDR Engineering, Inc.; Jacobs Engineering Group, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Kimley-Horn and Associates, Inc.; Magnolia River Services, Inc.; Molzen Corbin and Associates; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Service, Inc.; Water Works Engineers, LLC; and Wilson & Company, Inc., Engineers & Architects.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Professional Service Agreements for utilities engineering services are hereby awarded to A&E Engineering, LLC; Bohannan Huston, Inc.; Cobb, Fendley & Associates, Inc.; Daniel B. Stephens & Associates, Inc.; HDR Engineering, Inc.; Jacobs Engineering Group, Inc.; Johnson, Mirmiran, & Thompson,

Inc.; Kimley-Horn and Associates, Inc.; Magnolia River Services, Inc.; Molzen Corbin and Associates; Miller Engineers, Inc. dba Souder, Miller & Associates; Stantec Consulting Service, Inc.; Water Works Engineers, LLC; and Wilson & Company, Inc., Engineers & Architects, as shown in Exhibit "A" through "N", respectively, attached hereto and made part of this Resolution.

(II)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and A&E Engineering, LLC, of 1880 E. Lohman, Las Cruces, NM, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	A&E Engineering, LLC 1880 E. Lohman Las Cruces, NM 88001 ATTENTION: Adrian Renteria

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

A&E ENGINEERING, LLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm A & E Engineering LLC.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$160.00
2	Project Engineer/Project Manager	$140.00
3	Senior Engineer	$140.00
4	Design Engineer	$125.00
5	Engineer Intern	$90.00
6	Engineering Technician	$80.00
7	Drafting Technician	$80.00
8	Survey Crew**	$
9	Construction Inspector/Observer	$90.00
10	Administrative/Clerical	$50.00
11	Field Testing and Investigations	$120.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$0.20
16	Color Copies (per copy)	$0.45
17	Prints 24x36 (per sheet)	$2.60
18	Mylars 24x36 (per sheet)	$9.00
19	Photo Quality Plots (per plot)	$20.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Table of Contents

1. Technical Approach (45 pts) 1
2. Qualification/Competence (40 pts) 4
3. Past Record of Performance (15 pts) 5
New Water Supply Project – Llano Quemado MDWCA, Taos County, NM 5
Spaceport Reverse Osmosis Project – Spaceport America, Sierra County, NM 6
Waterline Extension Project – Spaceport America, Sierra County, NM 6

1. Technical Approach (45 pts)

At A&E Engineering LLC, we recognize the importance of the services you provide to the community, and we are committed to helping you achieve your mission to provide that great service. With the community's growth the City of Las Cruces municipality sees and ever increase demand for Civil Engineering services. The services being requested to support this project include:

- Computer Network analyses for water, wastewater and gas systems
- Design of water, wastewater and gas utility systems
- Well House Design
- Supervisory Control and Data Acquisition (SCADA)
- Water Treatment Process
- Master Planning
- Feasibility Studies
- Solid Waste Studies
- Land Use Permitting
- Subsurface Utility Exploration
- Boundary/easement survey
- National Pollutant Discharge Elimination System (NPDES)
- Stormwater Pollution Prevention Plan (SWPPP)

With over eighteen years of experience, A&E Engineering LLC is well positioned to assist you with this important project. We have assisted small and rural water utility providers upgrade their infrastructure and private development firms, by providing technical assistance including planning, Treatment Plant Designs, Water and Sewer line Designs, Well Designs, Wastewater Treatment Plant Designs bid assistance, construction administration, construction observation, and start-up.

Your engineer of record, Adrian Renteria, P.E., is a graduate of NMSU.

A&E Engineering LLC is based in Las Cruces, NM. We have worked with communities throughout the region and through our work, have extensive experience coordinating with state and federal regulatory and funding agencies, including the NMED Constructions Programs Bureau and NMED Drinking Water Bureau. Many projects we engineered were funded by NMFA and required that we coordinate with Bureau and prepare document for their review to make sure our designs conform with local, state, and federal requirements.

Our experience working in Doña Ana County has given the experience coordinating with local regulatory and permitting agencies. Through our land development projects, designing residential subdivisions, commercial developments and associated utility services, we have extensive knowledge and are highly competent to effectively engineer your improvements project.

Outlined below are the main steps to successfully completing your project.

1. The first step in our approach that will be taken to complete this project is to determine the major design elements and identify in conjunction with the owner/operators the specifics on the scope of work and obtain a firm understanding of the owner's end goal at project completion phase.
2. The next step will be developing a set of bidding documents for owner's review. At this point the bidding documents will be considered approximately 60% complete. Coordination with equipment/material vendor representatives will be made to discuss availability and lead times of items being scoped for the project and identify potential setbacks for the project. Communication with the owner will be made based upon findings from vendor representative feedback. Ensure that the owner is satisfied with the design elements outlined in the 60% progress design.
3. We follow that with making needed revisions to the bidding documents based on owner feedback. The bidding documents will then be packaged and sent to the needed review agencies for review and approval. Coordinate closely with review agencies and owner to minimize review duration and provide timely revisions if needed.

Critical issues to keep in mind are the schedule and budget which go hand in hand. In today's state of the market with material and labor costs increasing daily, planning for the extended material lead times will be critical to meeting the project schedule. The project team will identify potential pitfalls and develop a plan and alternatives to present to the owner to maintain the project's schedule and budget within reason.

One might consider our small project team to be a weakness because it does not have the backing that larger firms offer. We consider our size an advantage in that you will be interacting with the decision makers of the company, meaning that you will receive expedited feedback on critical issues that should result in quick response times to potential critical issues and challenges.

2. Qualification/Competence (40 pts)

Adrian Renteria, P.E.

(Principal Member responsible for administration of the contract)

B.S. – Civil Engineering

A.A.S. – Civil/Survey Drafting

Professional Engineer – New Mexico (#21978), Arizona (#66182) and Texas (#129069); NCEES National Record (#59836)

Mr. Renteria's experience with both construction and consulting firms has taught him the importance of putting together detailed construction plans and using value engineering. Mr. Renteria has developed budgets, managed projects, and designed a variety of water improvement projects throughout southern New Mexico. He was the engineer of record on Projects for Llano Quemado Water Source Improvement Project and the Spaceport America Reverse Osmosis Improvements Project.

Mr. Renteria's prior employment as a project manager with construction firms allows him to pull from that experience where his responsibilities included estimating, project scheduling and interpretation of plans and technical specifications. He designs subdivisions and commercial development projects providing site, grading, waterline, gas line and sewer line layout engineering, including one of the City of Las Cruces' main trunk line extension used to collect sewage from the East Mesa service area.

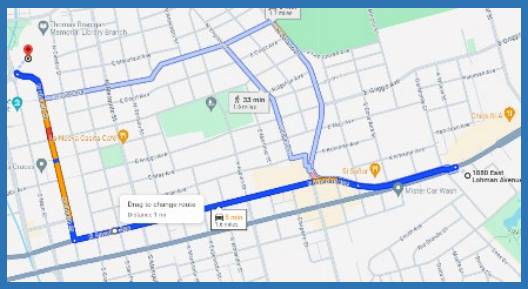
Carlos Gonzalez

A.A.S. – Civil/Survey Drafting

ACNM Traffic Control Technician and Supervisor

Mr. Gonzalez's design experience with a range of engineering projects with an emphasis in site development and water/wastewater systems. Mr. Gonzalez also provides a strong background in Construction Observation in water and wastewater projects within New Mexico that range in waterline installation, sewer line installation and water meter replacement.

Office Location
1880 E. Lohman
Las Cruces, NM 88001
575-649-0254



We can be at the city offices in 5 minutes.

Your benefit from interacting directly with the owner includes responsiveness, prompt decisions, and direct accountability for project performance.

Our proximity to the city allows us to respond quickly in-person when needed and you will be in contact with Adrian Renteria, P.E., the owner of A&E Engineering LLC.

3. Past Record of Performance (15 pts)

Presented below are three recent projects which A&E Engineering completed.

New Water Supply Project – Llano Quemado MDWCA, Taos County, NM

- New well project consisted of a new 320-feet deep well with new CMU building well house, chlorination system and 2-inch fill line extension. The project was funded by NMFA through the CPB RIP program. We worked closely with Andrea Telmo with the Construction Programs Bureau and Patrick Castillo with Drinking Water Bureau review agencies.

Andrew Chavez
Llano Quemado MDWCA
Board President
P.O.Box 638
Ranchos de Taos, NM 87557
Phone: (575) 613-3678
Email: achavez4449@yahoo.com

Spaceport Reverse Osmosis Project – Spaceport America, Sierra County, NM

- The new project consisted of a Reverse Osmosis Treatment Plan equipped with chemical injection units, piping and storage tank. Also included in the scope of work was a 30-feet by 60-feet CMU building. We worked closely Emily Worthen with Drinking Water Bureau review agency.

Jay Johnson
Spaceport America
4605 Research Park Circle Suite A
Las Cruces, NM 88001
Phone: (575) 267-8520
Email: jay.johnson@spaceportamerica.com

Waterline Extension Project – Spaceport America, Sierra County, NM

A&E Engineering LLC designed approximately 3,000' of 10-inch waterline extension at Spaceport America to deliver required fire flow to an existing Hanger Building.

Jay Johnson
Spaceport America
4605 Research Park Circle Suite A
Las Cruces, NM 88001
Phone: (575) 267-8520
Email: jay.johnson@spaceportamerica.com

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and A&E Engineering, LLC (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

A&E ENGINEERING, LLC

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

EXAMPLE

Revised: June 2023

EXHIBIT "B"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Bohannan Huston, Inc., of 7500 Jefferson St. NE, Albuquerque, NM, 87109, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Bohannan Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109 ATTENTION: Matthew Thompson

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

BOHANNAN HUSTON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Bohannan Huston

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260 (E7)
2	Project Engineer/Project Manager	$ 205 (E5)
3	Senior Engineer	$ 180 (E4)
4	Design Engineer	$ 160 (E3)
5	Engineer Intern	$ 135 (E2)
6	Engineering Technician	$ 150 (ET7)
7	Drafting Technician	$ 110 (ET4)
8	Survey Crew**	$ 280+
9	Construction Inspector/Observer	$ 140 (CO6)
10	Administrative/Clerical	$ 100 (AP4)
11	Field Testing and Investigations	$ case-by-case basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 5%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ invoiced at cost
16	Color Copies (per copy)	$ invoiced at cost
17	Prints 24x36 (per sheet)	$ invoiced at cost
18	Mylars 24x36 (per sheet)	$ invoiced at cost
19	Photo Quality Plots (per plot)	$ invoiced at cost
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011

575.532.8670
bhinc.com

February 27, 2024

City of Las Cruces
City Purchasing Bid Clerk
bidclerk@las-cruces.org

RE: City of Las Cruces Utilities Engineering Services | RFP 23-24-052

Dear Members of the Selection Committee:

We recognize the City of Las Cruces is in search of a qualified consultant to provide utilities engineering services on an as-needed basis for large, multifaceted projects from start to finish. Bohannan Huston, Inc., (BHI) offers the City of Las Cruces a highly qualified New Mexico-based team that has the expertise, availability, and resources all under one roof. We offer innovative approaches and relevant experience to provide the City of Las Cruces with local talent for your planning and design consulting services.

BHI is a staple in New Mexico's full-service engineering and surveying service industry and has been developing projects in Las Cruces from concept through construction. We understand the unique needs and culture of the community and can respond accordingly with support from our parent office as necessary.

Factors that position BHI as the right choice for this on-call contract for the City of Las Cruces include:

Continued Service: As a current on-call engineer for the City of Las Cruces, BHI has the capability to continue providing qualified staff for all phases of a project – from planning and design to construction management. We have worked previously on projects of all scales with several departments within the City, from Public Works, to Parks and Recreation and Utilities, and have a respected reputation with all of them.

Roots: BHI is an established member of the Las Cruces business community with a long-term commitment to the betterment of our City. Our Las Cruces office is staffed by employees who have deep roots in southern New Mexico, many who have studied in the area and now have made Las Cruces their home. When we work for the City, we are working for our home.

Trusted Team: The City of Las Cruces can continue to rely on BHI staff to ensure that your needs for engineering services are taken care of at any time. Leading our team will be Matthew Thompson, PE, as Principal-in-Charge, Tyler Hopkins, PE, as Project Manager, and Diana Gomez as Assistant Project Manager. They fully understand the challenges that many local governments in the area face, especially with budget or schedule constraints. As a team, we are prepared to come alongside the City of Las Cruces and help find effective solutions.

A Successful History of Performance: Our Las Cruces office has been serving the City for nearly 30 years. BHI is committed to providing extraordinary service that improves the quality of life for New Mexico and our clients. We have a large pool of resources – including our teaming partners Cobb, Fendley & Associates, Epsilon Systems Solutions, and COZ Engineering – with which to serve the City. This team of creative staff will be actively engaged in the pursuit of innovative, clear and concise, dependable solutions that meet your needs.

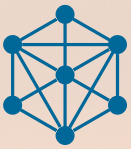
Thank you for the opportunity to submit this proposal for utilities engineering services. We are confident the City of Las Cruces will continue to find BHI has the right capabilities, people, experience, and approach to ensure that each project is a success.

Sincerely,

Matthew Thompson, PE
Senior Vice President

A. PROPOSED TECHNICAL APPROACH

Our multi-discipline structure allows BHI to provide end-to-end services, from planning and engineering studies to construction engineering on a variety of projects. Our approach ensures that we can assemble a highly qualified team – one that will leverage cutting-edge tools and techniques – to provide the right technological and cost-effective solution for each project. For any given task order, our general approach would be as follows:



RELY ON FIELD-SPECIFIC DATA We base our study and design efforts on actual field data. In almost all instances, actual conditions in the field predicate the design conditions and the implementation of the most feasible design solution. Our team members understand the value of field-specific data and will collect all relevant information, including surveying and sampling as necessary, for each project before analyses and solutions are developed.

INCORPORATE OPERATIONAL CONSIDERATIONS INTO THE DESIGN We value the operational and maintenance requirements of facilities and incorporate them into our designs. Designing facilities that are functional, effective, and operator-friendly is our goal.

APPLY QUALITY ASSURANCE/QUALITY CONTROL PRACTICES Quality of work is one of the core values at BHI. Fundamentally, the BHI team will refer to the BHI Quality Management System Policy Manual to govern the work being accomplished for City of Las Cruces projects. This manual provides the framework for the system of processes that govern our work. More specifically, BHI will use our tested and proven processes for design, project management, and construction management or administration to oversee the work performed under this contract. For each project, we develop a quality assurance/quality control (QA/QC) strategy that includes:

Staffing: Our QA begins with appropriate staffing, a strategy that ensures your project is performed by qualified personnel. Our team will begin with an internal review of the project scope, as defined during the kickoff meeting with your staff. The purpose of this review is to educate everyone involved on items such as project scope, deliverables, schedule, design criteria, team members and roles, and the project itself. Final plan documents are stamped, dated, and signed by the responsible New Mexico Registered Professional Engineer.

Schedule: The scheduling strategy includes milestones and scheduled inspections based on time frames established with the City. The team will hold weekly meetings to discuss project status and adjust staffing to meet your needs and schedules. Any changes that may impact the project will be communicated to you and will be documented to ensure that the schedule changes are agreed upon and known to all involved in the project.

Design Criteria: Our staff is trained in the latest design criteria. All current design criteria, manuals, standards, and directives are kept in a centralized library, located within the project team's work area.

Constructability Review: Team members will perform a constructability review to verify that the plans are "designed as it will be constructed" for a specific project. Traffic control during construction, construction phasing, work zone access, availability of materials, and the most applicable construction methods will be reviewed as part of this process.

Document/Plan Checking: Quality Control reviews will be conducted prior to submittals at key milestones. The reviews will evaluate design criteria for completeness and appropriateness and will ensure that documents are prepared according to your requirements and that they are well-organized, clear, concise, and technically and grammatically correct. The documents will also be reviewed to ensure compliance with generally accepted Professional Standards of Engineering Practices and applicable laws and regulations. Design deficiencies found during the process will be documented by marked-up drawings or reports and revised accordingly. The design file will include records of formal checks performed throughout the duration of the project.

COST CONTROL OF THE DESIGN PROCESS Our first rule of cost control during the design process is to establish with the City an accurately defined scope of work for the project. Second, experts in each discipline outline the activities and develop the work hours and expenditure budgets required to complete the necessary deliverables for the project. The project is monitored on a weekly basis to determine progress and confirm staffing

resources. BHI uses interactive accounting software that allows project managers to review project data and budgets at any time and holds meetings on a regular basis to keep our staff organized and productive.

COST CONTROL OF THE CONSTRUCTION PROCESS Internal communication of project scope is critical to successfully controlling the cost of construction. We invest a great deal of time to the design interface to ensure that estimates of probable construction costs meet both the project scope and the client's budget. These budgets include the necessary deliverables to design and construct the best project for your dollar. Construction cost estimates are prepared at key milestones during project development. A spreadsheet is used for compilation of project quantities and construction cost estimating. These estimates are compared to your budget to determine if it meets your expectations. If the cost estimates are above the budgeted amount and cannot be reduced through design efforts, we notify you immediately and either adjust the project scope to fit within the budget or assist you in seeking additional funding to build the project in its entirety.

COST ESTIMATING TECHNIQUE Our cost estimating approach begins with utilizing existing resources of available cost data from local municipalities (like the City), reviewing any available recently bid projects, NMDOT average unit prices, and an internal database BHI compiles with all projects we design and have bid data for. We also make an effort to have all of our engineers spend time in the field during construction of projects; this provides a solid understanding of construction methods and how they relate to costs. Our cost estimating methods are consistent with the bidding processes used by contractors and are representative of actual project values at the time of bidding. Estimating project construction costs is dependent on three main factors, as demonstrated to the right.

1. Accurate tabulation of all items to be included in the final product to be constructed.
2. Understanding of market conditions and materials based on construction in both public and private sectors.
3. Use of current bid prices from broad-based information sources.

As with all of our projects, we will use each of these bid pricing sources to provide the most representative cost estimate possible after adjusting for current market conditions. BHI also employs several construction engineering inspection staff, who are consulted if project bid items or conditions are unusual and may not fall within a typical unit price cost from a database.

B. & C. MAJOR TASKS TO BE ACCOMPLISHED AND SERVICES PROVIDED

COMPUTER NETWORK ANALYSES FOR WATER, WASTEWATER, AND GAS SYSTEMS

BHI uses the latest technologies for analyzing water supply and transmission systems; gravity sewer and pressure sewer systems; and high-, medium-, and low-pressure gas networks. We understand that “bad data in” results in “bad data out.” To ensure the accuracy of our models, we incorporate record drawings and operations and maintenance manuals, visit with operational personnel, conduct site visits, verify equipment models and data in the field, and perform calibration tests. BHI uses the modeling software that will best meet both the project’s and the client’s needs. Some of the computer network analysis programs we use include InfoWater, InfoSewer, InfoSWMM, H20NET, WaterCAD, GasWorks, SKM Power, GeoHMS, GeoRAS, HEC-HMS, HEC-RAS, HEC-FDA, and Civil3D Storm & Sanitary.

DESIGN OF WATER, WASTEWATER, AND GAS UTILITY SYSTEMS

Water: Our BHI staff has provided water infrastructure design services for southern New Mexico for over 20 years. Services include water treatment systems for iron and manganese, arsenic, and fluoride; elevated, ground, and subsurface storage tanks; domestic wells; booster pump stations; distribution mains and transmission lines; and chemical management

systems. BHI uses the InfoWater Suite, a GIS-based modeling software, to analyze water systems for hydraulic constraints and water quality achievement.

Wastewater: BHI is proud of the numerous wastewater infrastructure projects that we have been instrumental in bringing to fruition in New Mexico. BHI has provided services for various types of wastewater treatment systems, including conventional activated sludge with biological nutrient removal, clarification, sequencing batch reactors (SBRs), lagoon pond systems, recirculating sand filtration systems, and septic systems with leach fields. BHI also has extensive experience with design of gravity sewer collection systems, pressure sewer systems, lift stations, and force mains.

Natural Gas: BHI has extensive experience working with natural gas systems composed of low-, medium-, or high-pressure distribution pipe networks and related pressure regulation stations. BHI uses the latest GasWorks modeling software to analyze gas transmission, high-pressure, and low-pressure distribution systems. We have a current working model of the City's high-pressure system that is current and capable of being integrated into any low-pressure system analysis for use in future planning and development.

WELL HOUSE DESIGN

Our team has extensive experience with groundwater production wells. Throughout New Mexico, there are many design strategies for water well design. The City employs two types of groundwater pumping techniques, with larger wells using above-ground line shaft motors and smaller wells with in-ground submersible pumps and motors. These well pump house facilities have been standardized around a roller section allowing wellhead access for pump extraction attached to a permanent structure housing interior control valves, meters, and treatment systems. With highly trained staff, the City is able to continue to safely use chlorine gas as a primary disinfectant, as well as secondary chemical treatment using polyphosphate to inhibit corrosion, reduce calcium carbonate scaling, and sequester nuisance metals.

These well facilities exhibit multiple instruments and include various chemical disinfection system types possibly requiring control feedback. A priority is providing lightning protection at these facilities as they are notorious grounded facilities attracting strikes. Another priority energy management where specifying the most efficient motors possible is critical since these are large power use facilities. Recent integration into water wells has been the greater use of variable speed drives for motors to allow an operator to establish a specific flow setpoint. Although the energy efficiency drops due to heat loss in the electronics, at times it makes sense to utilize these devices to mitigate groundwater aquifer level drop to avoid exposing the top of the well screen which can cause sanding and premature well failure.

SCADA

(see Electrical Design entry below)

BIOLOGICAL TREATMENT PROCESS

Our wastewater team includes Dr. Ege Richardson, who brings extensive background in the application of biological processes for secondary treatment and anaerobic or aerobic solids digestion. With her expertise at hand, we are able to provide process diagnostics for optimization of existing aeration systems and identification of new processes, as well as evaluating specific manufacturer process team recommendations for soundness and applicability. At the core of the wastewater treatment process, the biological process engineering drives all other subprocesses whether it is defining the primary treatment goals, or outlining the tertiary treatment expectations, each process element is ultimately derived from the central biological treatment decisions. Our team will bring capability to bear for any particular situation that may require this expertise.

WASTEWATER PLANT PROCESS

As described above, the biological treatment process is the core or heart of the wastewater process. Beyond that expertise, our team will also bring experience regarding characterizing existing process elements that need to be renovated or replaced, or an entirely new aspect considered to expand capacity or achieve higher quality goals. Our team is familiar with the primary

treatment systems regarding influent pumping, odor control, screening, grit removal, and clarification. We are also very familiar with solids handling for digestion, dewatering, drying, and handling practices. Our tertiary process experience ranges from various disinfection practices of chlorination/dechlorination or ultraviolet light application, and various filtration applications for generating reclaimed water applications.

MASTER PLANNING

Our team's approach to high-level master planning is to view the potential growth patterns and strategically establish utility infrastructure to anticipate that expansion as well as optimizing the overall energy and labor expenditures to maintain the existing system. Our initial goals are to accurately establish the specific design criteria that will drive all other subsequent decisions. Once the establishment of past utility usage is defined, including conservation actions, then future actions are more clearly established when utility peak demands are well understood. Defining growth patterns and possible growth or population retraction zones is crucial to building a decision framework on where capital improvements are to be positioned and expanded upon. Coupling these decisions with a long-term financial plan and resulting fee and rate analysis is part of the services we provide to ensure the overall path of the utility is sound.

FEASIBILITY STUDIES

Drilling down from the overall master plan, our team can create specific feasibility studies involving alternative analysis and comparing materials in various scenarios to define the most appropriate selection. Life cycle analysis and public engagement also have bearings on the decision of infrastructure development and what the final product will need to be. Our team is fully qualified to provide each of those aspects to accomplish a specific feasibility study for water, sewer, or gas.

SOLID WASTE ROUTE STUDY

BHI employs a department in our parent office dedicated to planning and transportation planning. Their expertise would be used to work on solid waste route studies, and our team has worked on similar projects in the past. We are confident that our team can perform this part of the Utilities Engineering Contract with the City.

LAND USE PERMITTING

BHI has participated in numerous Land Use Planning and Urban Design projects that require coordination of existing and proposed land use as it relates to various infrastructure. The type of participation, level of effort, and product has varied, but the capabilities developed as a result of our depth of participation are extremely valuable. Our experience has been primarily with projects initiated by local municipalities, while in the process of making good decisions on future expenditures. The technical perspective BHI brings to the planning phase of a project supports a plan that is both feasible and implementable. BHI utilizes our expertise in comprehensive planning, transportation planning, water resources planning, engineering, and environmental planning to create successful planning documents as well as support the design of infrastructure development projects.

SUBSURFACE UTILITY EXPLORATION

The location of underground utilities is crucial to many engineering design and construction projects. The level of subsurface mapping is determined during the scoping phase of the project. The simplest approach for projects requires that the existing utility information obtained from the utility operators and facility owners be reconciled with surface evidence of utilities. Other projects require more in-depth utility data obtained through coordination with New Mexico One Call to have the utility lines marked by the utility operator, which is then surveyed and mapped. Additionally, BHI provides the ability to locate and map underground utilities in a non-disruptive manner using our underground utility locating equipment. We also have relationships with subconsultants that provide ground penetrating radar (GPR) and utility potholing. Our teaming partner, Cobb, Fendley &

Associates (Cobb Fendley), brings extensive experience in SUE services, and they are available to assist BHI with SUE needs for projects with the City.

BOUNDARY/EASEMENT SURVEY

BHI fully supports our engineering-based and independent clients with all types of boundary and property survey services. Plats of survey, subdivision plats, American Land Title Association (ALTA) surveys, and Public Land Survey System (PLSS) retracements can be utilized to support private- and public-based projects. From the creation and recording of easements and legal descriptions to definition of highway right-of-way limits, we are familiar with all types of boundary survey issues. Tasks included in the boundary survey category include:

Plats: BHI has created and recorded literally thousands of plats of survey or subdivision plats across Southern New Mexico. Our team members are familiar with state and local regulations for plat documents. BHI uses a combination of public and proprietary software to efficiently and quickly create plat documents for our clients.

Right-of-Way Maps: BHI has a long working relationship with both the City and the New Mexico Department of Transportation (NMDOT), as well as other agencies and municipalities throughout the state, and our survey team has developed substantial expertise in the definition of existing rights-of-way, right-of-way surveying and mapping, and right-of-way monumentation.

ALTA/ACSM Surveys: BHI regularly prepares survey documents that meet ALTA standards for a variety of public and private clients.

Legal Descriptions: BHI's experience in writing and filing legal descriptions, such as easements, rights-of-way, permitting, mortgage, and title applications, includes all types of applications for all types of clients.

PLSS Retracements: We excel in the retracement of sectionalized land and have experience with multiple types of major boundary surveys, including PLSS retracement; land grant boundaries; and municipal, county, and state, and international boundaries.

BHI has a long working relationship with the City, as well as many State of New Mexico departments, other municipalities, agencies, and utility companies throughout the state. We excel in the definition of existing rights-of-way, development of new right-of-way and easements, and monumentation of such encumbrances.

NPDES & SWPP COMPLIANCE

NPDES Compliance: NPDES Program Compliance – Clean Water Act Section 402, National Pollution Discharge Elimination System (NPDES) requires pollutant management for construction phase activities under the Construction General Permit. This program mandates the completion of a Storm Water Pollution Prevention Plan (SWPPP) and filing of a Notice of Intent (NOI). BHI engineers are very familiar with this program having written numerous SWPPPs for major development, transportation and institutional projects and filed the NOI on behalf of the project owner. In addition, we are well versed in the design of Best Management Practices (BMPs) required for sediment and pollution control on construction sites and development projects. We also pride ourselves on the design and development of innovative BMPs for post construction conditions that weave in Arid LID/GI elements that aid in managing storm water quality in the long term.

SWPP Compliance: BHI can assist in the preparation of SWPPPs. BHI's experience includes SWPPPs for clients such as Sandia National Labs, Intel Corporation, Bernalillo County, Ventana Ranch Development, Dominion Plaza, Monterrey Park, and Rancho Encantado.

In addition to plan preparation, BHI has sponsored training seminars for consultants, government agencies, contractors, and other clients. These training sessions included the instruction in compliance with SWPPP preparation, NOI and Notice of Termination (NOT) filing, and the additional New Mexico requirements for sedimentation load calculations using RUSLE (Revised Universal Soil Loss Equation).

ELECTRICAL DESIGN

Booster Stations: Our team has extensive experience in water utility infrastructure including booster stations. Current water booster station technology involves many complex systems to allow reliable continued service. Power systems must include an onsite power standby generator in case of power loss even though it may only last for short periods of time. Current water booster stations usually involve a higher level of controllability such as variable speed drive motors driving pumps to maintain pressure. This requires programmable logic controllers and other electronic features, including Supervisory Control and Data Acquisition (SCADA) links to central terminals.

Lift Stations: Similarly, our team also has extensive experience with sanitary sewer lift stations. Lift stations are nearly identical to booster stations from the reliability aspect and being crucial to provide the redundancy and robust equipment to handle all issues that may arise throughout the year. Lift stations bring many more issues to address such as the need for greater ease of maintenance, hazardous area classifications, and extensive corrosion protection evaluations. The complexity of the instrumentation and controls associated with these pump stations can be extensive but will allow careful monitoring and control of such critical facilities that cannot tolerate extended failures.

Odor Control Stations: Our team is very familiar with integrating odor control stations where necessary. These types of facilities usually are found at the main water reclamation facility entrance or at large central lift stations. Whether biomass pile or manufacturer canister-type odor control, these units require fan control, water moisture monitoring, and hydrogen sulfide gas monitoring to maintain proper ambient gas control to avoid local residence impact. Combining these into a local control panel with remote access can allow central monitoring to maintain a proper biomass level.

Building Electrical System Design: Onsite power generation equipment, using a natural gas or diesel fuel source, is typically relegated to critical facilities, such as booster stations or lift stations and treatment plants. Our team is experienced in understanding the utility power robustness and its limitations that feed into the need for building expensive onsite power generation facilities. Ensuring the facility is constructed with proper materials and arranging consistent annual maintenance of equipment is the key to ensuring long life and power when it is absolutely needed.

COMPUTER NETWORK ANALYSIS FOR GAS (GASWORK), WATER (INFOWATER), AND WASTEWATER (INFOSEWER).

See Computer Network Analyses for Water, Wastewater, and Gas Systems entry above.

SOLID WASTE STUDIES, LANDFILL SYSTEM DESIGN AND ANALYSIS

Planning and design experience for solid waste handling is unique, and few companies have staff with this knowledge in-house. For work on regional waste management systems, BHI has supported municipal clients with various aspects of solid management facilities that may need optimization such as improved stormwater management or roadway access. For an extensive new solid waste facility from the ground up, BHI would search out and team up with a partner consulting firm if this service was needed at a future date.

ENVIRONMENTAL SURVEYS, ASSESSMENTS MONITORING, AND MANAGEMENT

To provide environmental services under this contract, BHI has teamed with Epsilon Systems Solutions, Inc. Epsilon brings a broad experience background to the team and specializes in the preparation of environmental documents that comply with the National Environmental Policy Act (NEPA) as well as other local, state, and federal environmental laws and regulations. Epsilon's capabilities include environmental documents, biological evaluations, cultural resource surveys, archaeological excavations, noise and air quality studies, hazardous materials investigations, paleological, and other environmental studies. As a team member with BHI, they will work closely to determine the accurate level of effort for each project and produce the type of documentation required to complete the permitting process.

GEOTECHNICAL ASSESSMENTS

To provide geotechnical services under this contract, BHI will work closely with COZ, Engineering, Inc. (COZ) for any geotechnical services required by the City. Design and construction of functional and cost-effective structures require a thorough understanding of local soil, rock, and groundwater conditions. COZ provides a wide range of geotechnical assessment services to support all phases of a project, from preliminary design through completion of the building process.

EXPERT WITNESS

Senior BHI staff are able to provide expert witness testimonials in their respective fields, as may be required by the City.

PROJECT MANAGEMENT

BHI follows a customized in-house Project Management Methodology to facilitate the successful delivery of our projects. By using a standardized process with quality checks throughout the project, we are better able to manage staffing, budgets, and project schedules. We manage our projects in our in-house developed BHTracker which keeps our whole team apprised of all information made available and the deliverables created. That information is available at all times throughout the project and can incorporate the City's project management staff as well. For the City, the importance of this methodology is the improved quality and cost control it provides, helping us meet project schedules and budgets more effectively.

This BHI-tailored approach provides our project managers a proven tool that helps ensure that client project goals are accomplished, the schedule is met, and the project delivered is the project expected. While each project presents a unique scope, schedule, budget, and deliverable, having defined steps that move our projects from negotiation to closeout provides our clients the assurance that they can expect a focus on effective project management from our company that is consistent from project to project.

CONSTRUCTION INSPECTION

For us, projects are only complete after the planning and design elements have been transformed into the final constructed product. At BHI, our engineering team understands all of these steps and provides a wide range of services during construction. We know that maintaining strong communication links between the contractor and owner, establishing and meeting schedules, providing a watchful eye during the construction of key elements, and resolving problems in a professional and expeditious manner are critical for success.

Our construction management team can provide a wide range of services that "lift the load" for you during construction. One of the more critical services from this team, that has a high return value for the City, is maintaining a full-time construction observer to inspect the project progress for compliance with construction documents to ensure the infrastructure is delivered in the condition and quality expected. Having this oversight enables the confidence that underground systems were installed in a high-quality workmanship manner, similar to the expectations for above ground systems which are easily visible. Without this oversight assurance, it leaves the door open to possible contractor errors or poor workmanship that degrade the final product.

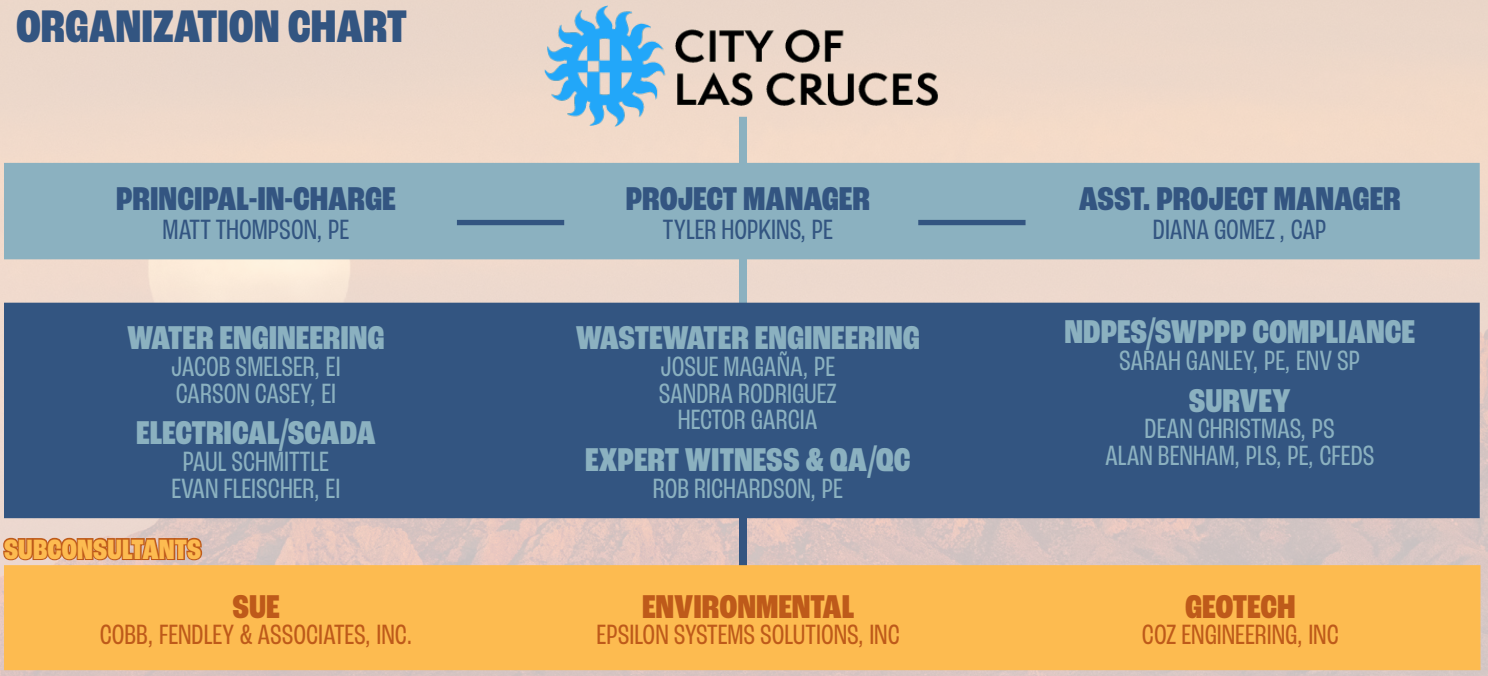
D. TYPICAL PROJECT SCHEDULE/TIMELINE

On-call task order schedules can vary greatly, depending on a number of factors such as the complexity of the scope, any permitting requirements, jurisdiction coordination, public involvement, etc. Upon receipt of a task order, Project Manager Tyler Hopkins and/or Assistant Project Manager Diana Gomez will prepare a scope and fee document to include a proposed schedule and manhour estimate for the City's ultimate approval. Any modifications to the schedule will be made with the City's approval.

2. PROJECT TEAM

Our depth of experience and breadth of capabilities — as witnessed by the completion of a significant number of diverse projects in a variety of locations — are continually expanding. Our proposed personnel for this contract are shown in our organization chart by competency, many of whom you are already familiar with as the same folks working with the City to complete task orders under our most recent on-call contract (further detailed in the next section). For this contract, we've added additional competency to the organization chart – Assistant Project Manager Diana Gomez – to ensure that our team continues to meet project design and delivery expectations.

ORGANIZATION CHART



PROJECT TEAM

Below, you will find qualifications of our team. Each staff member is qualified to do the work proposed under this on-call contract, and each has the capacity to take on new task orders. As each task order may vary in expertise required, the percent of time each team member has available for a project will vary. A manhour estimate will be provided for City review upon issuance of a task order.

Name | Location | Qualifications	Years' Exp.	Expertise | Competence
Matt Thompson, PE | Las Cruces | PE NM #13868 | BS Electrical Engineering, BS Mechanical Engineering	32	Project Development and Management | Contract Oversight | Electrical and Mechanical Engineering | Municipal Infrastructure Planning and Design
Tyler Hopkins, PE | Las Cruces | PE NM #20677 | BS Civil Engineering	17	Project Development and Management | City of Las Cruces Familiarity | Multi-Disciplined Expertise (incl. Utility Engineering) | Federal and State Regulatory Requirement Familiarity
Diana Gomez, CAP | Las Cruces | Certified Administrative Professional: NM #93941001, Certificate Project Management | BS Computer Science	20	Project Development and Management | City of Las Cruces Familiarity | Federal and State Regulatory Requirement Familiarity | Grant/ Funding Administration
Jacob Smelser, EI | Las Cruces | EI NM #7726 | BS Civil Engineering	3	Water Resources Experience | City of Las Cruces Familiarity
Carson Casey, EI | Las Cruces | EI NM #7718 | BS Civil Engineering	2	Water Resources Experience | Utility Familiarity | City of Las Cruces Familiarity
Josue Magaña, PE | Las Cruces | PE NM #25644 | BS Civil Engineering	10	Water Treatment Focused | Bio-Filtration Knowledge | Water Resources Expertise | Engineering Software Adept

Sandra Rodriguez | Las Cruces | Master Civil Engineering, BS Civil Engineering, BA Foreign Languages (Spanish)	1	Water Treatment Familiarity | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Hector Garcia | Las Cruces | MS Civil Engineering, BS Civil Engineering, Associate of Science	2	Water Treatment Familiarity | Bridge Inspection Certification | Safety Inspection Experience | Knowledge of Survey Equipment and Techniques
Sarah Ganley, PE, ENV SP | Albuquerque | PE NM #22660, Envision Sustainability Professional #44004 | MS Environmental and Water Resources, BS Civil Engineering	21	Grading and Drainage Experience | Drainage Analysis and Drainage Master Plan Experience | MS4 Permit Expertise | NPDES Knowledge | Environmental Engineering Expertise
Kevin Ammons | Las Cruces	14	Construction Observation and Inspection | Materials Testing | Doña Ana County Familiarity
Eric Jimmie | Las Cruces | AS Mechanical Drafting	6	Construction Observation and Inspection | Materials Testing | Doña Ana County Familiarity
Robert Richardson, PE | Albuquerque | PE NM #10746 | BS Civil Engineering	42	Expert Witness Experience | Quality Control and Quality Assurance | Multi-Disciplined Engineering | Water and Wastewater Systems Design Expertise
Paul Schmittle | Albuquerque | Certificate Commercial Electrical Design, Certificate Electrical Design and Calculations, Certificate Commercial Electrical Systems	37	Electrical Design and Electrical Systems | Water and Wastewater Systems Design Expertise | City of Las Cruces Familiarity
Evan Fleischer, EI | Las Cruces | EI NM #7109 | BS Civil Engineering	11	Municipal Infrastructure Support | Electrical Engineering | SCADA | City of Las Cruces Familiarity
Dean Christmas, PS | Las Cruces | PS NM #23788 | BS Surveying Engineering	12	Topographic Survey | Construction Staking | Cadastral Survey | Survey Project Management
Alan Benham, PS, PE, CFedS | Albuquerque | PS NM #15700, PE NM #14940, BLM/CFedS Certification #1013 | BS Survey Engineering, BS Civil Engineering	30	Boundary Law | Geomatic Surveying | Utility Survey | Right-of-Way | Design Survey

PRINCIPAL OFFICER RESPONSIBLE FOR CONTRACT ADMINISTRATION

Matthew Thompson, PE | Senior Vice President
425 S. Telshor Blvd., Suite C-103 | Las Cruces, NM 88011
575.532.8670 | mthompson@bhinc.com

SUBCONSULTANTS (AS-NEEDED)

BHI maintains relationships with providers of specialty services such as those listed below should any task order require them. We also understand the City currently holds on-call contracts with specialty service providers as well. We will obtain approval of the use of any subconsultant on any task order prior to commencing work, or will work with one of the City's current contracted provider, as the City prefers.

Subconsultant	Qualifications
ENVIRONMENTAL Epsilon Systems Solutions, Inc. 205 West Boutz Road Bldg. 4, Suite 3 Las Cruces, NM 88005	Epsilon specializes in providing high-quality environmental compliance services. The firm's professional archaeologists, historians, architectural historians, biologists, National Environmental Policy Act (NEPA) specialists, and GIS personnel have served federal, state, municipal, and private project proponents in the Southwest since 2006. Epsilon's team provides sensitive plant and wildlife surveys, biological baseline studies, mitigation planning and monitoring (selection and implementation of best management practices), Clean Water Act 404 and 401 evaluations, wetland identification, and the day-to-day activities involved with threatened and endangered species program management.
GEOTECHNICAL COZ Engineering, Inc. PO Box 13331 Las Cruces, NM 88013	COZ Engineering will provide geotechnical services. Their capabilities include subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; dynamic analysis and evaluation; soil stabilization and ground improvement; pavement evaluation; and subgrade and material evaluation.
SUE Cobb, Fendley & Associates, Inc. 11427 Rojas Dr. Ste B El Paso, TX 79936	Since 1997, CobbFendley has provided SUE services for leading private and public sector clients including Departments of Transportation (DOTs), toll road authorities, utility companies, and various municipalities. The firm has provided SUE services on thousands of projects, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays.

LOCATION(S) OF OFFICE(S) WHERE THE WORK WILL BE PERFORMED, AND PERCENT OF WORK TO BE PERFORMED AT EACH

Work under this contract will be based primarily in our Las Cruces office. When required, certain specialized design work will be performed in our Albuquerque office. All of our offices are also equipped with video-conferencing capabilities that can be especially useful during project planning and design. Meetings can be conducted with out-of-town suppliers or contractors, government agencies, or our Albuquerque office staff and provide the feel of a face-to-face discussion without incurring undue travel costs or losing time waiting for participants to arrive in town. We anticipate that 75% of the work under this contract will be performed by our Las Cruces staff.

NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

All contract work resulting from this award will be led by Matthew Thompson, Principal-in-Charge (NM PE #13868), with Tyler Hopkins (NM PE #20677) acting as Project Manager in direct charge of the work. Matt and Tyler are both based in our Las Cruces office, and both are readily available to handle any and all matters associated with this contract. BHI's Las Cruces office is located at 425 S. Telshor Boulevard, Suite C-103, Las Cruces, New Mexico 88011. Matt and Tyler can be reached at 575.532.8670 or at mthompson@bhinc.com and thopkins@bhinc.com.

3. PERFORMANCE OF THE FIRM

AGGIE UPTOWN LAS CRUCES MASTER PLAN | NEW MEXICO STATE UNIVERSITY

BHI completed preliminary and final design efforts with construction phase support for the first phase of a larger 128-acre development near the New Mexico State University's Golf Course initiated as part of a master planning effort to expand NMSU's commercialization of significant local land resources. BHI was responsible for sitework, roadway, water, wastewater, and natural gas utility design and construction support. A traffic analysis was also performed to evaluate the impact of the development on the surrounding City and NMDOT transportation network. Extensive coordination with the City of Las Cruces and NMDOT was required to establish a comprehensive strategy of the ultimate buildout. BHI also coordinated with utility owners including City of Las Cruces, El Paso Electric, Century Link, Comcast, etc. in support of easement locations, platting approvals, and general design coordination.

REFERENCE
Jose Lorea, Assistant Director
Project Development and Engineering
575.646.1234 | jlorea@nmsu.edu

MESQUITE-BRAZITO WASTEWATER COLLECTION SYSTEM, PH. 2 | LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

BHI provided several services to LRGPWWA for this project, including planning, design, and construction. When BHI got involved, the initial planning for the project, in the form of a PER, had already been completed by another consulting firm. The PER was used by LRGPWWA to acquire funding primarily from USDA for the entire project. However, the PER did not satisfy the vision of what LRGPWWA wanted in the expansion of their wastewater collection system. BHI became involved in and was responsible for amending the original PER and moving forward with a design that would maximize the use of gravity sewer collection pipelines and would minimize the use of individual residential grinder pump stations. As a result of the PER amendment, the funding that had been secured was not adequate to complete the entire project, and, as such, the project needed to be broken into two phases.

REFERENCE
Martin G. Lopez, General Manager
575.233.5742 ext. 1004
martin.lopez@lrgauthority.org

The first phase of design included 40,000 LF of gravity sewer main, 19,000 LF of sewer force mains, 4 lift stations, 160 epoxy coated manholes, SCADA integration into the existing and new wastewater facilities, provisions for dewatering, and property acquisition. Sewer service lines were designed from the main to the individual residential homes. As part of the individual sewer hookup, the process of decommissioning septic tanks was also included once the collection system became operational.

Throughout the design process, BHI was able to adapt to the changing needs of the client as additional areas to be served were added and designs had to be adjusted to meet requirements established by the permitting agencies. Communication and cooperation with the client and multiple government agencies, including USDA, NMDOT, NMED, EBID, and Doña Ana County, were critical in producing a successful project.

SOUTH CENTRAL WASTEWATER LIFT STATIONS REHABILITATION | DOÑA ANA COUNTY

The Doña Ana County South Central Wastewater Lift Stations Rehabilitation Project was to provide design and construction phase services to rehabilitate 18 of Doña Ana County's south central sanitary sewer lift stations. Most of the existing lift stations were constructed over 20 years ago and were in need of major repairs. The renovations would involve the removal and replacement of pump bases, corroded discharge pipes, and deteriorated plug valves and check valves. Other miscellaneous deteriorated equipment such as conduits, pipe support brackets, and coatings were also evaluated and replaced accordingly.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org

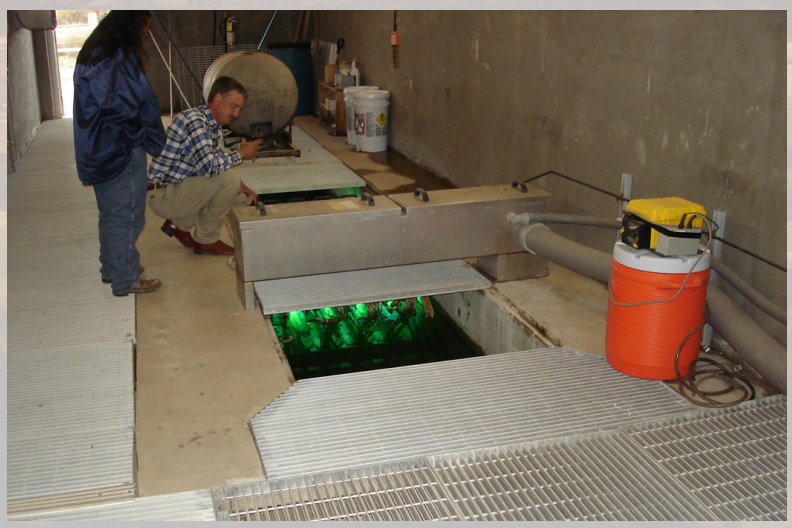
Due to the limited amount of funding acquired, the final overall number of lift stations that could be rehabilitated were limited. In order to establish a priority project list, BHI met with Doña Ana County staff to analyze each lift station condition, compare estimated scope of work, and produce an estimated cost for each. A priority list of lift stations with a high-low for base bid and bid alternate structure was created in order to bid and construct the most urgent lift station needs first.

This project has completed construction, and all lift stations have been re-commissioned. BHI was in constant communication with Doña Ana County staff and the contractor to make fast decisions on these additional components while lift station bypass pumping is in place. The intent of this project was to rehabilitate as many lift stations as possible, providing them with an additional 20-year lifespan. Although perhaps a more difficult engineering problem, restoration during full operation can be a critical cost savings versus full replacement, and in this example saved Doña Ana County significant funding expenditures.

SOUTH CENTRAL WWTP PLANT-WIDE IMPROVEMENTS | DOÑA ANA COUNTY

BHI provided planning and design services for various facility upgrades at the main South Central WWTP facility servicing most of the area south of Las Cruces. These services included replacing failed process elements, such as the plant entrance works screening and grit removal systems, septage handling station, sludge handling, and main aeration system renovation. The entrance works originally part of the upper concrete structure has greatly deteriorated due to hydrogen sulfide gas exposure, and this project relocated these elements to a separate ground-level structure to enable proper screening and grit removal allowing a more accessible structure. All plant flows were re-routed around the facility and connected directly to the aeration basins. Other improvements involved cleaning and renovating the original aeration systems and renovating the aeration blowers and control valves. The solids handling process now utilizes both concrete drying beds as well as a belt-press machine. This belt press operation will be further improved by weatherizing the building enclosure housing the belt-press to allow easier solids dewatering operations during winter conditions.

REFERENCE
Robert Herrera, Parks & Facilities Manager | 575.525.6182
roberthe@donaanacounty.org



A second phase was recently added and is nearing construction completion. It is intended to replace the ultraviolet light effluent disinfection systems and relocate them to a more accessible location on the plant exterior. A recent discharge permit modification required that effluent dissolved oxygen levels be increased upon discharge to the Rio Grande. This will be accomplished with a cascade aeration structure at the final outfall point.

A third phase underway will be a full renovation of the low-voltage electric and SCADA systems to be more robust to weather storm events and power outages the plant has experienced in the past. Redundant power system panelboards will be used to enable multiple source points and eliminate singe-point failure situations, while enhancing utility surge protection systems.

ADDITIONAL PROJECT EXPERIENCE WITH THE CITY OF LAS CRUCES

JACOB HANDS WWTP WEST AND EAST PRIMARY CLARIFIER RENOVATION | CITY OF LAS CRUCES

The existing Jacob Hands WWTP treats wastewater from the majority of the City of Las Cruces' collection system. The process train has two 8.5 MGD primary treatment clarifiers, known as the west and east clarifiers, which are 95-foot diameter concrete structures with a protective membrane surface liner which were constructed in 1983. Each clarifier has an internal clarifier solids rake system made from galvanized steel, which was beginning to exhibit significant corrosion. The drain pipe system valves were broken and would require a deep excavation next to the structure. None of the process pipe had been inspected since construction and, as such, was in an unknown condition. The main structure concrete surfaces had begun to exhibit deterioration after the membrane liner had failed many years before.

This project initially began with an assessment study of the existing west primary clarifier structure, along with its equipment. BHI conducted a review of the original record drawings for the clarifier and surrounding yard piping. The firm then completed a field assessment that included video footage of existing piping, structural assessment of the visible portions of the concrete structure, and existing galvanized steel clarifier equipment. BHI worked with the original equipment manufacturer to aid in the assessment of the existing equipment and to provide quotes for rehabilitation or full replacement of the clarifier equipment. Due to the difficulty of plant space, bypass issues, and costs, the decision was made to salvage and renovate the original structure in place.

To salvage the original concrete structure would require renovating the concrete surface and installing a new membrane liner with a more modern polyurethane lining system. All original underground ductile iron piping was cleaned and had new epoxy lining installed. These two aspects provided the entire structure with a resistance to the primary clarification process to help it last another 30 years. Several options for rehabilitation of the clarifier mechanical system were also explored, but the ultimate decision was made to install a new stainless steel rake structure to replace the older corroded system.

By providing a more robust and corrosion-resistant facility with lined concrete and stainless-steel metallic assemblies for the core of the clarifier, the older facility was fully restored, and the lifespan of the original west primary clarifier was doubled upon construction completion in 2018. An identical process was initiated for the east primary clarifier, and that rehabilitation construction was completed in 2022.

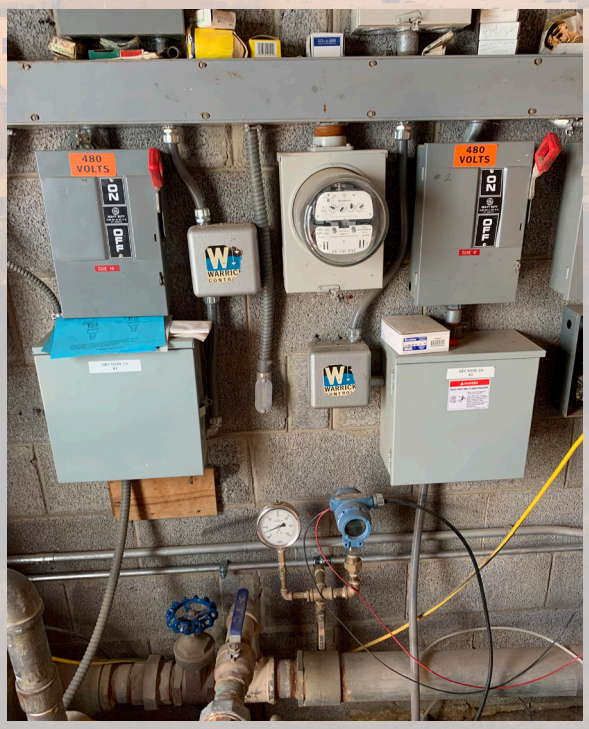
BRITTANY ESTATES AND ESTADOS SERENOS SEWER EXTENSION | CITY OF LAS CRUCES

This is an ongoing project currently in the final stages of design and consists of installing a gravity sewer collection system within the Brittany Estates and Estados Serenos Subdivisions. Wastewater effluent is currently handled with a homeowner's individual septic tank and leach field. The installation of a gravity sewer collection system into these two subdivisions will allow 126 residents connect to the City's sewer utility and abandon their septic systems. To provide sewer service to these areas, either a new gravity collection pipeline also needed to be extended from the nearby Dove Crossing Lift Station, or a new lift needed to be constructed within the subdivisions. BHI initially provided a design analysis report (DAR) to compare both options as to which one would be the most cost effective prior to starting the preliminary design. In consultation with City personnel, it was decided that the sewer pipeline extension was the best way forward. Along with the DAR, BHI has provided survey, right-of-way determination, preliminary design, and final design services to produce plan layouts, profiles, and sections in compliance with City of Las Cruces standards. BHI has also coordinated with and managed two subconsultants during this project. One was with an environmental engineering firm to complete the SWPPP that will be used during construction to control storm runoff and protect areas outside of the project limits. A second subconsultant was used to complete a geotechnical investigation to ensure that the roadway will be properly restored after the pipeline installations are complete. Along with the sewer extension, BHI was also tasked with incorporating the replacement of all of the existing asbestos concrete water pipelines into the overall design of the project. This work will also include the replacement of isolation valves, fire hydrants, and water service lines. The remaining tasks that BHI is contracted to do for this project includes public outreach meetings as well as bidding and construction administration support.

CALLE JITAS STREET NATURAL GAS HIGH- AND LOW-PRESSURE SYSTEM EXTENSIONS | CITY OF LAS CRUCES

This project consisted of design and construction phase support of new 6-inch high pressure distribution and 4-inch low-pressure distribution pipeline extensions from existing distribution pipelines in the Calle Jitas Street area. BHI completed the design of approximately 4,500 linear feet of 6-inch high-pressure gas pipeline and 620 linear feet of 4-inch low-pressure gas pipeline to Las Cruces Utilities standards. Our scope of work also included design survey, bid administration, and the preparation of one recorded easement document to facilitate the easement acquisition.

WATER BOOSTER STATION FACILITIES ELECTRICAL IMPROVEMENTS | CITY OF LAS CRUCES



The City of Las Cruces contracted BHI to provide engineering services for four water booster station facilities: Hacienda, Upper Mission Bell, Las Alturas, and Tellbrook. The design services provided were to incorporate improvements to the facilities' electrical services, feeders, branch circuits, and control circuits. In coordination with EPEC, the BHI team assessed all of the existing facilities to identify the necessary modifications to upgrade to appropriate amperage services to handle the expected new and existing motor loads being planned by Las Cruces Utilities staff. After reviewing the need for the expanded facility loads and services sizes with City staff, our team prepared full construction plans, including power one-line diagrams, to allow contractor bidding and selection. We supported this project through the bid phase as well as full construction administration support up through facility final commissioning.

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Bohannan Huston, Inc.

425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88011

Authorized Signature

Matthew Thompson, PE
Typed or Printed Name

Senior Vice President
Title

mthompson@bhinc.com
Email Address

Telephone number 575.532.8670 Fax number 575.532.8680

NM Tax & Revenue Dept. CRS # 01-503914-005

Current NM Secretary of State Business ID # 0605881 (corporations only)

Current CLC Business Registration # 1655 (respondents located in Las Cruces only)

Federal I.D. number 85-0202170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE AND CITY RESIDENT BUSINESS INFORMATION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: BOHANNAN-HUSTON, INC.

DBA: BOHANNAN-HUSTON, INC.
7500 JEFFERSON ST NE
ALBUQUERQUE, NM 87109-4338

Expires: 16-Nov-2026

Certificate Number:

L0937286256

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 1

Type
Business Registration License - PROFESSIONAL SERVICE

Number
1655-22-

Issue Date
12/01/2022

Expires
1/31/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Bohannan-Huston, INc.

425 S TELSHOR Blvd
STE C-103
Las Cruces. NM 88011

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Bohannan Huston, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

BOHANNAN HUSTON, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "C"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Cobb, Fendley & Associates,Inc., of 3820 Academy Parkway North NE, Houston, TX, 77040, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Cobb, Fendley & Associates,Inc. 3820 Academy Parkway North NE Houston, TX 77040 ATTENTION: Sean Wolfe

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

COBB, FENDLEY & ASSOCIATES, INC.	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24

City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Cobb, Fendley & Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 340.00
2	Project Engineer/Project Manager	$ 284.00
3	Senior Engineer	$ 258.00
4	Design Engineer	$ 185.00
5	Engineer Intern	$ 130.00
6	Engineering Technician	$ 152.00
7	Drafting Technician	$ 134.00
8	Survey Crew**	$ 128.00
9	Construction Inspector/Observer	$ 160.00
10	Administrative/Clerical	$ 98.00
11	Field Testing and Investigations	$ 134.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%

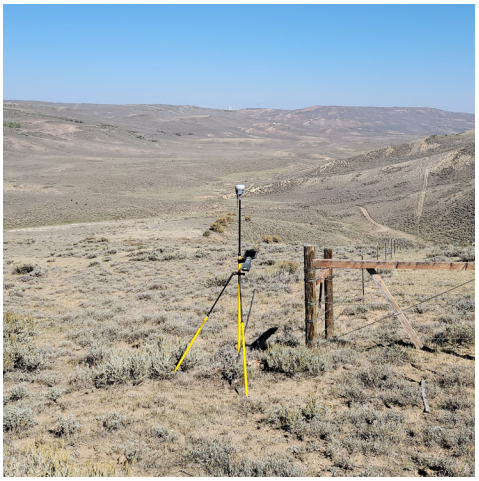
ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15; Up to 11”x17”
16	Color Copies (per copy)	$ 1.50; Up to 11”x17”
17	Prints 24x36 (per sheet)	$ 3.00/Sq. Ft.
18	Mylars 24x36 (per sheet)	$ 12.00
19	Photo Quality Plots (per plot)	$3.00/Sq. Ft.
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.



Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
505.508.0786 p | 505.508.0837 f
www.cobbfendley.com

Contractual Obligation, Contract Negotiation, and Primary Contact for Clarification
Sean Wolfe, PG

ELECTRONIC SUBMISSION

PROPOSAL

City of Las Cruces

Utilities Engineering Services

RFP No. 23-24-052

CobbFendley

February 27, 2024 | 4:00 PM

Transmittal Letter

CobbFendley

February 27, 2024

City of Las Cruces
Bid Clerk

RE: RFP No. 23-24-052 | Utilities Engineering Services

Members of the Selection Committee:

To support the City of Las Cruces (the City) in your continuing improvement of infrastructure, Cobb, Fendley & Associates, Inc. (CobbFendley) has assembled an exemplary and comprehensive team of professionals who combine a diverse base of experience with the appropriate depth of expertise. With an experienced, proactive Project Manager, a strategic and dedicated project team, and a deep commitment to the communities we serve, we feel that we have prepared a proposal that will meet and exceed your needs.

PROJECT LEADERSHIP. Our Project Manager, Chris Almy, PE, is a dedicated, qualified engineer focused on managing your projects to successful completion. As a current resident of Las Cruces, he is immediately available to respond to the City's project needs. Mr. Almy has experience working on similar projects and will work with the City to meet expectations and goals to enable project success. He holds not only the technical knowledge to serve the City, but also the experience to understand the nontechnical, public challenges that potentially surround general engineering projects. Mr. Almy will be integrally involved in the design, development, bidding, and construction of projects.

PROJECT TEAM. The proposed team consists of specialized professionals in the field of utilities engineering. Our firm's experience with multiple disciplines provides a business model that is designed to provide comprehensive design services. Details of key staff are provided throughout our proposal. The CobbFendley team is supported by local design engineers from CobbFendley's Mountain Region offices to provide additional resources for larger or quick-turnaround projects or multiple work orders. Additionally, CobbFendley has included the following subconsultants as part of the team to add additional strength and experience in supporting disciplines.

- **GEOMAT, Inc. (GEOMAT)** – Geotechnical assessment services
- **Water Works Engineers (Water Works)** – Electrical design, computer network analysis for water (InfoWater) and wastewater (InfoSewer), well house design, and supervisory control and data acquisition (SCADA) services
- **Zia Engineering & Environmental Consultants, LLC (Zia)** – Solid waste studies, landfill system design and analysis and environmental services

COMMITMENT. The project team proposed in this proposal has exhibited a history of dedication and commitment to the communities where we work. Members of this team have lived and worked in and around New Mexico for the entirety of their careers and have come to appreciate and understand the character and the uniqueness of New Mexico.

VALUE ENGINEERING. The CobbFendley team sees every project as an opportunity to save the City money. Through our in-house utility coordination, subsurface utility exploration, surveying, and utility design teams, CobbFendley routinely looks for value-engineering solutions to reduce costs and maximize benefit to the community during design and construction. Our goal is to deliver comprehensive design plans with executable options and cost-saving recommendations that will benefit the City and your end users. We look forward to the opportunity to further discuss our process, planning methodology, and project approach with you and your staff.

As the Senior Vice President, Region Manager, and person authorized to contractually obligate the firm, I, Sean Wolfe, PG, acknowledge receipt of all Amendments associated with this solicitation. We appreciate your time and consideration of CobbFendley's proposal and look forward to working with the City of Las Cruces to provide Utilities Engineering Services.

Sincerely,

Cobb, Fendley & Associates, Inc.

Sean Wolfe

Sean Wolfe, PG
Region Manager | Senior Vice President

TABLE OF CONTENTS

RFP Compliance Declaration ..... page A

New Mexico Resident Business Certificate ..... page B

Evaluation Criteria No. 1 (Technical Approach) ..... page 1

Evaluation Criteria No. 2 (Qualifications/Competence) ..... page 7

Evaluation Criteria No. 3 (Performance of the Firm) ..... page 14

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Cobb, Fendley & Associates, Inc.

3820 Academy Parkway North NE

Albuquerque, New Mexico 87109

Sean Wolfe
Authorized Signature

Sean Wolfe, PG
Typed or Printed Name

Senior Vice President | Mountain Region Manager
Title

swolfe@cobbfendley.com
Email Address

Telephone number 505.508.0786 Fax number 505.508.0837

NM Tax & Revenue Dept. CRS # 03125149008

Current NM Secretary of State Business ID # 2971430 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 742192879 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **COBB, FENDLEY & ASSOCIATES, INC.**

DBA: **COBBFENDLEY**
13430 NORTHWEST FWY STE 1100
HOUSTON, TX 77040-6153

Expires: **27-Dec-2025**

Certificate Number:

L0387987568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

From Concept to Completion

A. TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES

CobbFendley and our teaming partners are uniquely qualified to address any City engineering project tasked by the City. CobbFendley has successfully completed utilities engineering projects for over 43 years, including numerous projects for cities and similar municipalities charged with providing safe and reliable utility infrastructure. **CobbFendley also has the unique characteristic of providing in-house surveying, subsurface utility exploration, utility coordination (UC), and right-of-way (ROW) acquisition to complement our civil engineering design capabilities.**

Our Mountain Region offices enjoy access to the resources of the entire 630+ person firm so we can scale our operations to meet client needs. Our breadth of capabilities adds value to our ability to respond to the specific demands of each project and allows us to adjust the team as the project progresses, in consultation with the City.

CobbFendley has assembled a highly qualified and experienced team of professionals and technical support staff to serve the City's mission. Our team has extensive experience related to municipal infrastructure design with an emphasis on sustainable solutions applicable to the environment of southern New Mexico.

Beyond practical and environmentally conscious design approaches, we are also very familiar with regulatory requirements stipulated by the Multiple Separate Storm Sewer System (MS4) program, the National Environmental Policy Act (NEPA), and United States Army Corps of Engineers (USACE) Clean Water Act compliance requirements. By blending our technical competence and experience with a holistic approach to addressing southern New Mexico's unique arid hydrology and erosive soil conditions, CobbFendley can address and solve the City's infrastructure challenges.

PROJECT LEADERSHIP. As described in more detail in the subsequent section, **our team will be led by Project Manager, Mr. Chris Almy, PE**. He has a proven track record of coordinating with City personnel in the development of scope of work, budget, and schedule that meets project goals. His role on the City of Las Cruces' Professional Services contract will be to set deadlines, assign responsibilities and monitor/summarize progress of project. He will oversee project objectives and deliverables and will serve as liaison between the project team and the City staff.

CobbFendley's Project Principal / QA/QC Reviewer will be Mountain Region Municipal Department Manager Mr. Brad Sumrall, PE, who has designed, managed, and supervised New Mexico projects for over 31 years. As Project Principal, Mr. Sumrall will provide senior leadership and guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

INTERFACE WITH THE CITY. The City of Las Cruces staff will be an integral part of our project team and will be included in all specific project assessments and key decisions. Mr. Almy is dedicated to accomplishing the City's objectives. He understands the importance of well-timed coordination with the appropriate City personnel and welcomes your valuable input. Mr. Almy is a Las Cruces resident and will be available for regular in-person or virtual progress and coordination meetings, as well as emergency meetings as required. It is our custom to have meetings when they are necessary to accomplish project objectives. We will provide meeting agendas and minutes. In addition to coordination meetings, CobbFendley will provide weekly or bi-weekly project progress updates to keep City staff informed on project progress, upcoming planned activities, needs from the City, and outstanding challenges.

COST-EFFECTIVE DESIGN AND CONSTRUCTION. We understand that our job as a consultant is to provide the City of Las Cruces with cost-effective solutions and designs to meet the City's needs. CobbFendley will define the approach to the plans and contract documents, as well as the specific techniques that could be implemented in construction. A few examples to be considered and studied during the design phase include:

- Alternate pipe material types
- Temporary and/or by-pass piping (to maintain service)
- Trenchless or open trench installation
- ROW or easement routes
- Storm sewer versus roadside ditches (in rural areas)

Although this list is not complete, each solution may impact projects differently with respect to public acceptance, construction schedule, and project costs. CobbFendley evaluates these to develop cost-effective, feasible options, while promoting the health, safety, and welfare of the public. We maintain an extensive library of record bids for a variety of projects and site conditions for use in developing unit prices.

Evaluation Criteria No. 1 (Technical Approach)

We also have professionals on staff with a construction background who maintain a network of resources to provide pricing based on current market costs. CobbFendley will coordinate with contractors and suppliers with experience on projects similar in size and scope to validate the estimate based on current construction rates and project challenges. Impacts to the market supply chain, such as weather, increasing costs of raw materials and local construction costs, or oil market shifts will be considered when developing construction cost estimates.

QA/QC PROGRAM. Last minute rework due to poor communication is one of the most common sources of errors. Communication will start with sharing the scope of work with all personnel directly involved in the design of the project. The Engineering and Production Teams will have the tools to do their best work if they understand the overall goal of the project and how their work affects other disciplines. The communication continues with informal checks and visits to the designers by the Team Lead and the Subcategory Leads. This gives the designer a chance to ask questions and an opportunity for the manager to see that the design is proceeding in the direction intended. In addition, prior to each submittal to the City, a formal internal review will be conducted by a senior engineer following CobbFendley's established QC protocol.

Our markup and review process includes the initial review, but also emphasizes the need to backcheck the comments and coordinate with the Engineering and Production Teams, then verify that comments were addressed before releasing the plans for City submittal. The time for this will be built into the project schedule. Comments will be addressed prior to the formal submittal to the City. As comments are received from the City and other reviewing agencies, if applicable, we will clarify conflicting or unclear comments and a backcheck of those comments will be incorporated into the next internal review.

QA / QC Procedure
Production Team ✓ Produces exceptional quality work following firm / client standards for quality and compliance
Team Task Leaders ✓ Produce exceptional work ✓ Verify compliance with firm / client standards ✓ Implement project Quality Control Plans
Project Manager ✓ Coordinates QA/QC activities, meetings, and schedule ✓ Overall project responsibility ✓ Provides high-level technical review
Technical Reviewer ✓ Provides detailed technical review ✓ Gives feedback to QA/QC Manager for follow-up
QA/QC Manager ✓ Directs QA/QC activities ✓ Review QA/QC Plans ✓ Back-checks calculations and standards compliance
Project Principal ✓ Provides final review of overall project ✓ Provides resources to implement QA/QC procedures

Constructability reviews will also be conducted at regular intervals during the design process. These will be conducted by subject matter experts and managed by Project Principal / QA/QC Reviewer Mr. Brad Sumrall, PE, who will not only look for issues with the construction phasing such as drainage, staging, adequate room for traffic, temporary shoring and the type of traffic control required; but will also look for ways to reduce the cost of the project, the methods of material measurement and payment, the types of pavement, and other options will be examined to determine if there are more efficient methods or less costly materials that will provide the same quality product.

SUBCONSULTANT ROLE IN MANAGEMENT STRUCTURE. Our team is comprised of CobbFendley staff and subconsultants to form a cohesive design team. We have strategically selected subconsultants that have worked previously with our staff; thus, the level of expectation is known and allows our team to work seamlessly and efficiently from day one. Assignments to subconsultants will involve the development of a detailed scope of work, budget, procedures, and design schedules that assimilate into the overall project scope.

B. MAJOR TASKS TO BE ACCOMPLISHED

CobbFendley's experience with multiple on-call contracts and a variety of City engineering services has resulted in the development of the tools and skills needed to develop an approach to managing the scope, schedule, and resource needs for specific projects. With each project assignment, Mr. Almy will provide a detailed scope of services tailored specifically to the subject project. As the work plans will differ for various types of projects in each category anticipated under this contract, we have developed a five-phase project work plan that can and will be easily adaptable for each project. Having this base work plan and templates established to develop person-hour estimates, along with Project Manager Mr. Almy's extensive experience with engineering design projects in the Dona Ana County and Las Cruces areas, provides our team a framework for quick understanding and

Evaluation Criteria No. 1 (Technical Approach)

turn-around of project scopes and estimates.

Our team will approach, develop, and manage assigned projects with the **five-phase work plan** *outlined below*, applying our experience and knowledge of various challenges for each type of project as outlined in the pages to follow.

FIVE-PHASE WORK PLAN

PHASE 1 - PROJECT SCOPING AND PLANNING

- Meet with the City staff to understand project intent, limitations, opportunities, staff requirements, design criteria, prioritization of project scope, stakeholders, and schedule
- Develop draft scope
- Present and negotiate scope with City staff
- Develop fee and schedule

PHASE 2 - PRELIMINARY ENGINEERING AND DESIGN

Preliminary Phase:

- Fact-Finding – conduct field investigations, perform existing utility research, identify environmental constraints, evaluate alternative materials and construction methods, and identify permitting requirements
- Conduct preliminary meetings with other permitting agencies and stakeholders
- Identify and analyze alternatives
- Develop preliminary construction cost estimates, sequencing, and schedule
- Identify preliminary ROW requirements
- Develop preliminary design layouts and calculations
- Present findings and recommendations to the City

Design Phase:

- Conduct surveying to determine existing field conditions and assess right-of-entry, as needed
- Conduct subsurface utility exploration investigations, as needed
- Perform geotechnical and/or environmental studies, as needed
- Develop 30% detail construction plans
- Coordinate with utility owners and other permitting agencies
- Prepare executive summaries addressing H&H studies, scour analysis, modeling, traffic studies, roadway design, site drainage and grading, water/wastewater routing, sizing, material types, pump/lift station/tank site location, sizing, etc., as applicable
- Develop 60% detail construction plans and prepare special specifications
- Prepare construction cost estimate, project sequencing, and schedule
- Develop 90% detail construction plans and prepare bid documents
- Prepare Contractor qualification requirements
- Prepare final permits for construction as needed (USACE, NMDOT, Railway, etc.)
- Develop 100% detail construction plans and prepare final project manual for bidding

PHASE 3 - BID PHASE

- Provide construction plans and project manual for distribution
- Conduct a pre-bid conference
- Respond to Contractors' pre-bid inquiries
- Issue addenda, as necessary
- Attend bid opening
- Analyze bid tabs
- Check Contractor references
- Provide recommendation of award
- Assist in execution of contracts

PHASE 4 - CONSTRUCTION ADMINISTRATION PHASE

- Issue conformed documents
- Conduct pre-construction conference
- Conduct periodic site visits to review progress and character of the work
- Review and make recommendations regarding Contractor pay estimates
- Review and make recommendations regarding Requests for Information (RFIs)
- Review and make recommendations regarding shop drawing submittals
- Review and make recommendations regarding Change Orders
- Interpret plans, specifications, and contract documents as required
- Conduct final walk through and punch list
- Prepare record drawings
- Prepare engineer's concurrence letter certifying that the project was constructed in accordance with approved plans and specifications
- Assist the City with contract close-out

PHASE 5 - WARRANTY PHASE

- Conduct 11-month walk through and punch list
- Coordinate with the City and the Contractor to correct project deficiencies, if encountered

Evaluation Criteria No. 1 (Technical Approach)

C. DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK

CobbFendley has full, in-house design capabilities, from the planning phases through plan production to project construction. Our capabilities include all the core areas of utilities engineering, surveying, hydrologic analysis and hydraulic design, roadway design, and additional support services such as geographic information systems (GIS) and subsurface utility exploration, among others. As a full-service civil engineering firm with a complement of extremely qualified teaming partners, CobbFendley brings the technical skills, experience, relationships and problem-solving ability to address the City's needs. We firmly believe that the most effective solution is carefully thought out in cooperation with our client which avoids lost opportunities to capitalize on efficient, cost-effective, and sustainable solutions.

COMPUTER NETWORK ANALYSIS FOR GAS (GASWORK), WATER (INFOWATER), AND WASTEWATER (INFOSEWER). **Gas (GasWorkS).** CobbFendley has experience with Gas Distribution system modeling and extensive expertise in all engineering aspects of gas transmission pipeline and distribution engineering, including but not limited to design of transmission pipeline, distribution gas mains, Horizontal Direction Drills (HDDs), regulator stations, meter stations, mainline valves, odorizers, compressor stations, and other gas infrastructure. We also prepare highway and railroad permit packages, loading and stress calculations, hydrotest plans, and other support services. CobbFendley's personnel has the capabilities to handle all aspects of the project demands. We are familiar with the GasWorkS program and have recommended it in the past to clients. With our vast knowledge from working with large pipeline companies and smaller cities and distribution companies, CobbFendley is here to support the City on any project needs, no matter how large or small. **Water (InfoWater) and Wastewater (InfoSewer).** To verify continuity of project objectives, CobbFendley has included Water Works on our team to lead Computer Network Analysis for Water (InfoWater) and Wastewater (InfoSewer) services. Water Works' engineers have developed O&M and SOPs for existing facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS and mapping, condition assessment, rehabilitation/replacement, planning, funding and permitting, design and bid, and construction of water/wastewater treatment and infrastructure systems.

WATER, WASTEWATER AND NATURAL GAS UTILITY SYSTEM DESIGN AND ANALYSIS. CobbFendley has engineered numerous natural gas, water, and wastewater improvement projects for public and private clients. Our team has assisted many municipalities and utility districts with the design and construction of water system upgrades, including new and rehabilitation of water lines, ground and elevated water storage tanks, water plant design, rehabilitation, and expansion (potable and reclaimed), water supply wells, water distribution system design, water system modeling, water quality analysis, pump stations, elevated storage tank design and rehabilitations, and ground storage tank design. Our team also has extensive experience in wastewater infrastructure design and evaluation, including wastewater treatment plant design, rehabilitation, and expansion, gravity sewer collection system rehabilitation assessment and design, wastewater system analysis, force main design and rehabilitation, lift stations, wastewater pump stations, outfall permitting, and renewing and amending treatment plant permits. CobbFendley has extensive expertise in all engineering aspects of gas transmission pipeline and distribution engineering, including design of transmission pipeline, distribution gas mains, Horizontal Direction Drills (HDDs), regulator stations, meter stations, mainline valves, odorizers, compressor stations, and other gas infrastructure.

Our expertise also includes impact fee studies, CIP planning studies, feasibility studies, and forensic investigations. Our team is experienced in open-cut trenching, as well as various trenchless construction technologies, including conventional bore and jack, tunnel boring, horizontal direction drilling, sliplining, CIPP, and pipe bursting. We are familiar with the agency coordination (NMED, EPA), design requirements, and permitting required for gas, water, and wastewater projects. CobbFendley's expertise affirms that projects are in compliance with all local, state, and federal regulations.

MASTER PLANNING. CobbFendley strives to incorporate ideas and present options that help municipalities maximize budgets and save money. As consultants, it is our job to help our clients gather all the information needed to make the best decisions regarding infrastructure needs. We will work with you to conduct necessary studies, evaluate alternatives, make recommendations, and present reports to City staff and stakeholders. We make recommendations based on your priorities, spending limitations, funding, and current and future infrastructure needs and plans.

Evaluation Criteria No. 1 (Technical Approach)

SOLID WASTE STUDIES/LANDFILL SYSTEM DESIGN AND ANALYSIS. To verify continuity of project objectives, CobbFendley has included Zia on our team to lead Solid Waste Studies/Landfill System Design and Analysis services. Zia's engineers have an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling. The firm has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects, as well as the design and permitting of various MRFs, transfer and convenience centers.

LAND USE PERMITTING. Some projects may require permits for construction, such as NMDOT, USACE, railroads, etc. CobbFendley has extensive knowledge and experience concerning applicable regulations and permits within the public infrastructure arena. We regularly contact, coordinate, and obtain permits from a wide array of public and private agencies that have vested rights on properties impacted by infrastructure improvements.

These permits include some of the following:

- **City of Alamogordo.** Utility department shut off, utility locating, and utility coordination
- **NMDOT.** Driveway and access permits, easements and right-of-entry for data collection and investigations
- **El Paso Electric.** Easements and right-of-entry
- **Union Pacific Railroad.** Right-of-entry and utility crossing permits impacting railroad ROW
- **USACE.** Clean Water Act 401 / 404 permits due to impacts on jurisdictional waterways
- **New Mexico Gas Company (NMGC).** Access permits, creation of easements, and right-of-entry

BOUNDARY/EASEMENT SURVEY. CobbFendley's survey experience includes thousands of projects for clients throughout New Mexico. Our experience includes land title, boundary, topographic, tree, horizontal and vertical control networks, engineering design, American Land Title Association (ALTA), construction staking, and utility surveys. We use innovative techniques including aerial photogrammetry, ground-based laser scanning, rapid static and static GPS, and electronic field books to provide our clients with cost-effective solutions to their surveying requirements. Our team is experienced in using TMOSS and is also able to provide the City with specialized 3D mapping services, including terrestrial, aerial, and mobile LiDAR, photogrammetry, and drone-based aerial imagery.

Boundary Surveys. Boundary surveys begin with obtaining plats and deeds to current property owners of the parent tracts and adjoiners, additional deeds to resolve any discrepancies noted during the preparation of the working sketch, and copies of ROW maps affecting the area. A working sketch, compiling all deed information, is then prepared to aid both in the final boundary analysis and the field crew's search for property corners. Field crews will search for and tie property corners and ROW monumentation along the ROW along with any encroachments. An analysis will be performed and a determination made of the location of the existing boundary. Finally, a plat of survey will be produced along with metes and bounds description of property. ROW maps, parcel block sheets, and related legal descriptions will be prepared in accordance with the City's specifications and regulations.

Easement Surveys. ROW information is staked either from digital or hard copy formats. A digital alignment file of the ROW is created and uploaded into our survey field controllers for stakeout. This provides us with the ability to readily stake any station and offset that is required for the project and is the most efficient method of staking ROW. Stakes are provided with a station and offset, if needed, and staking material as specified by the client. Metes and bounds legal descriptions will be prepared based on surveyed boundaries for ROW acquisition or for general use. We typically provide a graphical exhibit of the described area that accompanies the legal description. Legal description writing software is utilized to assist us in writing legal descriptions more efficiently. The product is thoroughly reviewed, certified by a New Mexico Registered Professional Land Surveyor, and provided to the client. We provide either hard copy or digital formats as the final delivery for legal descriptions.

ELECTRICAL DESIGN (WELLS, BOOSTER STATIONS, LIFT STATIONS, ODOR CONTROL STATIONS, BUILDING ELECTRICAL SYSTEM DESIGN). To verify continuity of project objectives, CobbFendley has included Water Works on our team to lead Electrical Design services. WaterWorks has designed electrical systems for municipal facilities, commercial and office buildings, industrial facilities, and primary electric transmission and distribution lines. WaterWorks' team of electrical engineers have provided technical leadership, quality assurance, design, and analysis of electrical distribution and generation systems including multiple services and generators, using software tools such as SKM PowerTools. Designs have included SCADA, power distribution, standby power generation, lighting, fire alarm, communications, and other life safety and special systems.

Evaluation Criteria No. 1 (Technical Approach)

SOLID WASTE STUDIES/LANDFILL SYSTEM DESIGN AND ANALYSIS. To verify continuity of project objectives, CobbFendley has included Zia on our team to lead Solid Waste Studies/Landfill System Design and Analysis services. Zia's engineers have an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling. The firm has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects, as well as the design and permitting of various MRFs, transfer and convenience centers.

ENVIRONMENTAL SURVEYS, ASSESSMENTS MONITORING AND MANAGEMENT MONITORING AND MANAGEMENT. To verify continuity of project objectives, CobbFendley has included Zia on our team to lead environmental services. Zia has more than 12 years of experience in providing environmental engineering and environmental consulting services to the City of Las Cruces through on-call environmental engineering contracts on such projects as the design and permitting of the City's Recycling Center, air permitting of the City's electrical cogeneration facility at the wastewater treatment facility, annual development of the City's Water Consumer Confidence Report, civil design of the City's water and wastewater laboratory facility, response to City water and wastewater distribution issues, permitting support for renewal of the City's wastewater reuse facility and multiple environmental investigations (Phase I ESA's), NEPA studies and cultural and biological clearance surveys.

GEOTECHNICAL ASSESSMENTS. To verify continuity of project objectives, CobbFendley has included GEOMAT on our team to lead geotechnical services. GEOMAT's process evaluates every aspect of the project from the scope development to the field work, to laboratory testing, and final to the geotechnical recommendation portions of the project. This includes specialized, specific project managers and professional engineers for all project types, from bridges, pavements, retaining structures, and diversion structures.

EXPERT WITNESS. Professional Engineers of CobbFendley and our teaming partners have the technical expertise to provide expert witness testimony for the City. Senior personnel have provided expert witness support related to judicial actions and routinely provide public outreach support when required. In addition, Mr. Martinez of Zia has also provided expert witness testimony for projects related to groundwater and soils contamination and has supported several clients in depositions and expert witness roles related to environmental compliance and drainage issues.

PROJECT MANAGEMENT. Project Manager Mr. Chris Almy, PE, will develop a Project Management Plan (PMP) to provide all team members with a single document of relevant project information. The PMP includes the scope of work, team member roles (internal and subcontractors), budgets, design schedule, QA/QC Plan, Risk Management Matrix, Change Management Plan, Issue Log, guidelines for design file management, and invoicing requirements. Having these plans in place makes us better prepared to keep focused on the big picture goals and ready to handle unforeseen circumstances, which could surface during project development.

CONSTRUCTION INSPECTION. CobbFendley maintains a dedicated Construction Management Department with more than 100 years of combined construction observation and inspection experience. We have 19 construction inspectors highly experienced in managing various construction phase services, including pre-construction meetings, public meetings, Contractor RFIs, change orders, Contractor invoice approval, construction site visits, and preparation of record drawings once the project is complete. They are available to provide services on a wide variety of public works projects, including utility, roadway, and drainage. Our highly qualified inspectors have been well trained and are certified in a wide variety of categories. These categories include, but are not limited to, American Concrete Institute (ACI) and Associated Contractors of New Mexico Transportation Technician Training and Certification Program (TTCP).

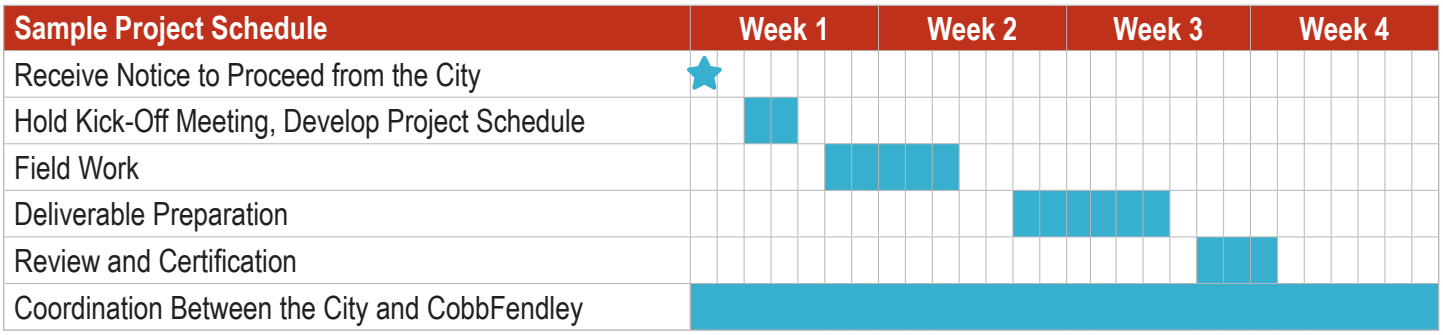
D. PROPOSED PROJECT SCHEDULE

The CobbFendley team believes the schedule is one of the most important factors in project success. The schedule will establish milestones for deliverables and allow the City to provide input on project timelines. Our history of completing deliverables on schedule is one of the many results of our project success over the years. CobbFendley commits to meeting the schedule deadlines that will be developed in the scoping phase and is dedicated to meeting the timelines contained in the contract documents and included as part of the initial project development with the City's Project Manager. Our Project Manager, Mr. Almy, will develop a detailed production and coordination schedule at the onset of the project, including bid and construction phase services. The schedule will include resource allocations to determine the required commitments of

Evaluation Criteria No. 1 (Technical Approach)

team members to meet the schedule. In the event of necessary schedule recovery (or should the City decide to expedite the design process), the CobbFendley team is nimble and responsive and has the ability to pull additional resources from the deep Company team to meet design schedules. Our Project Principal, Mr. Sumrall, is committed to the success of City of Las Cruces projects and will assign resources as required to meet project schedules.

The following project schedule represents sample activities proposed that will be accomplished by the CobbFendley Team. A schedule for individual task orders issued will be developed upon notice to proceed. Schedules can be expedited when needed due to CobbFendley's depth of staff and our ability to self-perform requested services. Our lean team structure equates to simplified management, coordination, and quality control.



Evaluation Criteria No. 2 (Qualifications/Competence)

ABOUT THE FIRM

CobbFendley was founded on April 1, 1980, and is an employee-owned consulting firm providing civil engineering and land surveying services for 43 years. Our staff of more than 630 employees brings an unmatched level of expertise and experience, and is committed to serving the communities where we live and work. CobbFendley's diverse team of professionals is comprised of engineers, designers, surveyors, ROW agents, utility specialists, technicians, and support personnel. Our in-house services include road design, sidewalk and ADA design, drainage design, structural/bridge design, hydrologic and hydraulic evaluation, flood disaster protection and recovery support, traffic engineering, site design, utility coordination and wet/dry utility design, SUE, surveying and mapping, and ROW acquisition, among others.

As a client-oriented firm, CobbFendley believes that the principal factor behind our nearly 43-years of success and growth is our dedication to producing quality, timely work. CobbFendley has established and will continue to maintain confidence with our clients by exhibiting sound management, offering unrivaled professional surveying experience and capabilities, producing quality products, and adhering to high standards of professional ethics using local staff committed to working in their own communities.

UNDERTAKING RESPONSIBILITIES ASSOCIATED WITH A POTENTIAL PROJECT

CobbFendley's project leadership will be supported by a qualified team of engineers and surveyors to bring a diverse array of technical expertise. The CobbFendley team will report to the Project Manager. While the Project Manager will coordinate personnel and resources needed for each assignment, the Project Principal will have the ultimate responsibility of dedicating appropriate staff to the project and coordinating their availability should additional resources be required.

PROVEN LEADERSHIP. Project Manager, Mr. Chris Almy, PE, has 17 years of civil engineering experience performing utility designs and coordinating with multiple reviewing, permitting, and funding agencies on projects throughout New Mexico. Mr. Almy is supported by engineers and experts in the fields of water supply and distribution, wastewater collection, hydraulic modeling, drainage, surveying, subsurface utility exploration, utility coordination, land acquisition, bid administration, construction management, and other technical services. Mr. Almy will provide senior leadership and guidance to project teams overseeing delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CobbFendley's Project Principal / QA/QC Manager is Mr. Brad Sumrall, PE. Having designed infrastructure projects throughout New Mexico, Texas, California, and Utah since 1993, Mr. Sumrall has a keen understanding for the requirements to build a successful project and navigate the design, funding, and coordination processes. As Project Principal, Mr. Sumrall will provide senior leadership and

Evaluation Criteria No. 2 (Qualifications/Competence)

guidance to project teams overseeing contract compliance, delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

CAPACITY TO HANDLE MULTIPLE PROJECTS. CobbFendley facilitates clear communication and schedule requirements through a weekly meeting where all active projects are evaluated and discussed to verify that we are maintaining schedules, budgets and deliverables as described in our executed scope of work. We understand that in some cases, funding constraints and governing body expectations can sometimes require accelerated schedules and deliverables. Should such conditions arise, our project management team confers to address schedule conflicts to reallocate resources and leverage other expertise from within CobbFendley. We have successfully addressed these conditions recently due to client demands and changes in key personnel.

PROJECT BALANCING PROCESS. Our New Mexico-based engineering team successfully manages and delivers numerous projects continuously on a daily basis. Our experienced project managers work diligently to manage schedules, staff resources, and client expectations. Our project execution and design processes incorporate the following activities:

- Establish a clear definition of project objectives in collaboration with the City so that the appropriate data is collected to support a functional and sustainable design.
- Prepare a PMP to outline and define the project scope, schedule, and budget for clear enunciation of what, why, how, when, and who is involved with project execution.
- Collect required base data including topographic, ground features, existing utility information and reference reports which form the design foundation. Our thorough data collection efforts facilitate successful engineering projects by eliminating successive field visits to obtain additional data. We also strive to provide additional information to make the engineer's job easier with the objective of designing an innovative and cost-effective solution.
- Instill a "Plan the Work/Work the Plan" mindset and process. This serves to keep our team on track, the client well informed, and produces quality deliverables for the City's benefit.

Applying these practices consistently, along with clear and effective communication, allows us to balance and maintain efficient workflow and schedules while maintaining quality.

YOUR DEDICATED TEAM

A. NAMES OF KEY PERSONNEL ASSIGNED TO PROVIDE SERVICES

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Brad Sumrall, PE Project Principal NM PE #14086 **Time Assigned: 25%**	• 31 years of civil engineering project management experience • Successfully delivered projects for numerous municipalities throughout the State of New Mexico	**Strengths and Qualifications:** Mr. Sumrall has 31 years of professional water resources, land reclamation, development and master planning experience. With a background in natural resource management and civil engineering, he strives to incorporate sustainable design practices into all his projects for the benefit of the environment and the end user. Specific areas of expertise include potable water and waste water conveyance and retrofit, reclamation and stabilization of disturbed land including mines, roadways and natural waterways, hydrology and hydraulics, MS4 compliance and storm water best management practice design and evaluation, and pedestrian trails. **Project Experience:** Dam Maintenance Plan, *City of Las Cruces, NM* • Master Drainage Plan, *City of Las Cruces, NM* • Calabacillas Arroyo HEC-HMS, *SSCAFCA, Rio Rancho, NM* • JP Shawver Park Handball Court, *City of El Paso, TX* • Striping Project, *City of Alamogordo, NM* • Eagle Nest Lake State Park Campground Improvements, *New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) - State Parks Division, Colfax County, NM* • Persons Access Road, *PNM, Eddy County, NM* • Infrastructure Improvements, *Pueblo of Laguna, NM* • IDIQ Contract, *Indian Health Service, Albuquerque, NM* • Pedestrian Multi-Use Trails, *Pueblo of Laguna, NM* • On-Call Statewide Drainage Bureau, *NMDOT, Statewide, NM* • Sanitary Sewer Rehabilitation, *Pueblo of Laguna, NM* • Cabezon Multi-Family Development, *JLM Financial Partners, Rio Rancho, NM* • Loop 375 Waterline Relocation, *TxDOT, El Paso Water Utilities (EPWater), El Paso, TX* • Alameda Drain Trail Master Plan, *Bernalillo County Public Works, Albuquerque, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Chris Almy, PE Project Manager / Professional Responsible for and in Direct Charge of the Work NM PE #19120 **Time Assigned: 75%** ***Las Cruces Resident***	• 17 years of civil engineering project management experience • Experience on projects located in and surrounding Doña Ana County	**Strengths and Qualifications:** Mr. Almy has 17 years of civil engineering experience in the field of water resources. He specializes in subsurface utility exploration, UC, water supply/distribution, wastewater collection, decentralized wastewater treatment, drainage engineering, temporary erosion control, and stormwater pollution Prevention Plans (SWPPP). He has performed numerous engineering studies and prepared plans, specifications and estimates for projects throughout New Mexico. As Project Manager, Mr. Almy brings extensive experience providing technical guidance to our design teams ensuring contract compliance, delivery of scope, budget, schedule, and appropriate resource allocation. He excels in technical writing, project and team management, and agency coordination. **Project Experience:** Drainage Detention Basin, *City of Alamogordo, NM* • South Fork Arroyo Improvements, *City of Las Cruces, Dona Ana County, NM* • Striping Project, *City of Alamogordo, NM* • Vista Real Wastewater System, *Vista Real Mobile Home Community, Las Cruces, NM* • Buckeye & Iron Street Drainage Improvements, *City of Deming, NM* • Emergency Water Line Connection, *Picacho MDWCA, Dona Ana County, NM* • Johnny's Septage Facility, *Johnny's Septic Tank Company, Mesquite, NM* • F&A Septic System Design, *F&A Dairy Products Inc, Las Cruces, NM* • Market Street Drainage Study, *Town of Silver City, NM* • Wastewater Collection System Improvements, Village of Loving, NM • Berino Pond Erosion Mitigation, *Flood Commission, Dona Ana County, NM* • Ruidoso Bridges Reconstruction, *Village of Ruidoso, NM* • Water Storage System Improvements, *City of Portales, NM* • Force Main and Rockwall, *Winterhaven MDWC and SWA, Dona Ana County, NM*
 Sean Wolfe, PG Officer of the Firm Responsible for Administration of the Contract *PG #10333* **Time Assigned: 20%**	• 24 years of SUE and survey experience • 15 years of project management experience, including 11 years of experience on projects located in Doña Ana County	**Strengths and Qualifications:** Mr. Wolfe provides high-level oversight of the delivery of all projects in CobbFendley's five-state Mountain Region. He brings 24 years of industry experience to the team, as well as a 14-year history of working with public and private entities in support of a variety of infrastructure improvement and public works projects. His primary responsibilities include allocating firm resources and staff as needed to ensure CobbFendley's services meet client expectations for quality, delivery schedule, and cost. **Project Experience:** South Valley Drive, *City of Las Cruces, NM* • Talavera 8-inch High Pressure Gas Pipeline, *City of Las Cruces, NM* • Downtown Redevelopment Project, *City of Las Cruces, NM* • Roadrunner Parkway Extension, *City of Las Cruces, NM* • Picacho Avenue and 17th Street Intersection, *NMDOT, Las Cruces, NM* • New Mexico 188 and New Mexico 28 Corridor Study, *NMDOT, Las Cruces, NM* • New Mexico 273 McNutt Roadway Improvements, *Smith Engineering, Sunland Park, NM* • IH 25/Missouri Avenue Bridge Rehabilitation, Las Cruces • IH 25/University Avenue Phase I Services, *NMDOT, Las Cruces, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Edward Martinez, PE Solid Waste Studies, Landfill System Design and Analysis, and Environmental Lead *NM PE #13731* **Time Assigned: 20%** ***Las Cruces Resident***	• 40 years of experience in solid waste management planning, design, closure, environmental site investigations/ compliance/ remediation, solid waste facilities permitting, and recycling	**Strengths and Qualifications:** Mr. Martinez, PE, is the founder and President of Zia. He has an extensive background in solid waste management planning, design, closure, environmental site investigations, environmental site remediation, solid waste facilities permitting and recycling dating to the early 1980s. Mr. Martinez has also directed and/or managed investigation and/or closure of over 35 landfill facilities throughout the Southwest. He has worked closely in landfill permitting and closure efforts to pursue and manage grants and loan funds for solid waste projects. Mr. Martinez has conducted and supervised numerous investigations for environmental due diligence, air quality impacts, surface and groundwater hydrology, soil remediation, remedial systems design, and site characterizations. His expertise includes analysis of both air quality and surface / groundwater impacts associated with various projects. **Past Clients:** City of Las Cruces • Dona Ana County • New Mexico Environment Department • City of Albuquerque • Bernalillo County • US Department of Homeland Security • US Fish & Wildlife Service • NMDOT • US Department of Agriculture • Spaceport America • US Department of the Interior Bureau of Land Management
 Chris Basista, JD Land Use Permitting Lead **Time Assigned: 20%**	• 26 years of combined experience in the ROW, Wireless Telecom, and Real Estate industries	**Strengths and Qualifications:** Mr. Basista's background includes experience with permitting (including zoning/land use), acquisition, title research, due diligence, government stakeholder relations, conservation easements/group negotiations, and project management. He has worked with various agencies and entities on a municipal, county, state, and federal basis to acquire the proper permits and/or land rights to complete projects. **Project Experience:** Cornudas Pipeline, *EPWater, El Paso, TX* • Fort Bayard Medical Center Land Conveyance, *New Mexico Department of Health, Santa Clara, NM* • Loop Bypass Rd Phase II, *Eddy County, NM* • Taos Pueblo Water Rights Settlement Agreement, *Town of Taos, NM*
 Freddie Jaramillo Subsurface Utility Exploration Lead **Time Assigned: 30%**	• 11 years of experience locating utilities using a VAC truck; has worked on projects using as-builts, utility records, and visible features to designate utilities using various locate equipment.	**Strengths and Qualifications:** Mr. Jaramillo has 11 years of experience locating utilities using a VAC truck and radio equipment. He has worked on projects using as-builts, utility records, and visible features to designate utilities using various locate equipment such as an RD-8100, GPR, Metrotech 810, and a GEO mapper. His field experience includes creating field sketches with line types and features to hand off to Survey crews, working with pole cameras to video pipe conditions, and mapping communication manholes and sketched fiber runs for various Utility owners. Mr. Jaramillo has managed field crews to finish jobs before deadlines and under budget. **Project Experience:** Browns Farm, *City of Las Cruces, NM* • University Drive, *City of Las Cruces, NM* • Veterans Park, *City of Las Cruces, NM* • Cortez Drive, *City of Las Cruces, NM* • US 60 and 84 from 7th Street East Prince Street, *NMDOT, Clovis, NM* • On-Call Utility Locating, *University of New Mexico, Albuquerque, NM* • Re-Use Water Transmission Pipeline, *City of Rio Rancho, NM* • Boone Wastewater Interceptor Phase II, *EPWater, El Paso, TX* • US 285 Roadway Rehabilitation Phase I, *Eddy County, NM*

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Darren Leveille, PLS Surveying Lead NM PLS #27277 **Time Assigned: 30%**	• 28 years of subsurface utility exploration and survey project management experience • Experience with high accuracy control networks, data management, data processing, boundary determination and control	**Strengths and Qualifications:** Mr. Leveille is a Senior Project Manager with 29 years of experience in working in all disciplines of the surveying and mapping industry. He has extensive experience in working with high accuracy control networks and technical aspects of data management, data processing, boundary determination, and boundary control. In his role as a Senior Project Manager, Mr. Leveille's function is to ensure that data being gathered by field staff is both accurate and within the specified project tolerances. This includes managing all field and CAD personnel associated with a project to maintain a high quality of deliverable and keeping projects within their specified budgets. **Project Experience:** 25th Street Investigation, *City of Aurora, CO* • Havana Street Improvements, *City of Aurora, CO* • Waterline Replacement, *City of Englewood, CO* • Hummingbird Circle and Ptarmigan Trail, *Tetra Tech, Town of Silverthorne, CO* • Straight Creek Drive, *Tetra Tech, Dillon Valley District, CO*
 Bobby Ortiz, CST III Survey Field Coordinator *NM CST III #1100-1289* **Time Assigned: 25%**	• 32 years of survey project management experience • Successfully delivered projects for federal and state agencies and many municipalities throughout New Mexico	**Strengths and Qualifications:** Mr. Ortiz has spent 32 years in the surveying industry acting as a Project Manager on hundreds of survey projects. He has been responsible for supervising and scheduling survey field crews in the production of all types of surveys, including second and third order geodetic surveys, second and third order leveling surveys, and a variety of photogrammetric control surveys throughout New Mexico and the Southwest. He has served as a Crew Chief and Project Manager on many projects to perform control work, boundary verification, topographic surveys, property surveys, right-of-way surveys, and construction staking and leveling. **Project Experience:** Chula/Morgan: LPGL, *AECOM, City of Las Cruces, NM* • Technical Services, *AECOM, City of Las Cruces, NM* • Cortez Drive, *HDR, City of Las Cruces, NM* • Well 64, *DBS&A, City of Las Cruces, NM* • Dripping Springs Road Utility Mapping, *BHI, City of Las Cruces, NM* • Roadrunner Parkway Extension, *Smith Engineering, City of Las Cruces, NM* • Downtown Redevelopment Project, *Parkhill, City of Las Cruces, NM*
 Brian Young, PE Electrical Design and Supervisory Control and Data Acquisition (SCADA) Lead *AZ PE #52847* **Time Assigned: 50%**	• 38 years of electrical design, instrumentation and controls, SCADA, electrical life and safety system design services	**Strengths and Qualifications:** Mr. Young has 38 years of experience in the design of electrical systems for municipal facilities, commercial and office buildings, industrial facilities, and primary electric transmission and distribution lines. As Electrical Engineer, he will provide electrical design and coordination, life safety system design, and instrumentation and controls. **Project Experience:** WRF Design Project, City of Provo, UT • Copper Basin Water Reclamation Facility, San Tan Valley, AZ • 157th Ave Water Reclamation Facility, Goodyear, AZ • Verrado Water Reclamation Facility Expansion, Buckeye, AZ • 91st Avenue Wastewater Treatment Plant, Phoenix, AZ

Evaluation Criteria No. 2 (Qualifications/Competence)

Team Member & % of Time Assigned	Areas of Competence	Description of Experience
 Jared Canuteson, PE Computer Network Analysis for Gas Lead *NM PE #22538* **Time Assigned: 30%**	• 21 years of progressive experience in energy, land development, and municipal project management	**Strengths and Qualifications:** Mr. Canuteson has overseen various civil and oil and gas projects that included grading, paving, erosion control, storm drainage, water and sanitary sewer, water system valuation, wastewater lift stations, stormwater pump stations, green building development, build-to-suit commercial development, natural gas upstream infrastructure, gas pipelines, and Risk Management Plan (RMP) updates for processing facilities. **Project Experience:** Southeast Connector Design-Build, *TxDOT, Tarrant County, TX* • Bell District Gas Relocation, *Atmos Energy, Cedar Park, TX* • Line D, Multiple Segments, *Atmos Energy, Dallas County, TX*
 Mohsen Karbakhsh, PhD, PE Computer Network Analysis for Water/ Wastewater, Well House Design, and Water Treatment Process Lead *NM PE #27062* **Time Assigned: 75%**	• 9 years of water and wastewater process treatment design and collection and distribution system modeling and design experience	**Strengths and Qualifications:** Mr. Karbakhsh is a lead project engineer and Albuquerque office manager with Water Works Engineers. He has over 9 years of experience, as well as 3 years of research experience at the New Mexico State University, where he worked on pilot scale algal bioreactors at the Jacob Hands WWTP. His experience ranges from developing O&M and SOPs for existing facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS and mapping, condition assessment, rehabilitation/replacement, planning, funding and permitting, design and bid, and construction of water/wastewater treatment and infrastructure systems. **Project Experience:** On-Call Engineering Services, *Albuquerque Bernalillo County Water Utility Authority (ABCWUA), Albuquerque, NM* • On-Call Services, *New Mexico Water Service Company, Rio Communities, NM* • • On-Call Services, *City of Deming, NM* • Various Wastewater Treatment Plants (Shiprock, Chinle, Kayenta, and Tuba City), *Navajo Tribal Utility Authority, Navajo Nation, NM* • RO Treatment and Distribution System, *Alamo Navajo School Board (ANSBI), Alamo, NM* • Surface Water Treatment Plant Preliminary Engineering Report (PER), Village of Chama, NM
 Matt Cramer, PE Geotechnical Lead *NM PE #18710* **Time Assigned: 10%**	• 15 years of experience as a geotechnical and structural engineer	**Strengths and Qualifications:** Mr. Cramer, PE has 15 years of engineering experience as project manager of geotechnical engineering services on structures, bridges, and roadway projects of all types and sizes. His experience includes working with a wide variety of clients including the public sector. **Project Experience:** O'Reilly West Side Exterior Concrete Pavement Evaluation, *Dona Ana County, NM* • Contract Drilling Services, *Las Cruces, NM* • Radio Tower Replacement, Las Cruces, NM

B. NAME, ADDRESS, TELEPHONE NUMBER OF THE PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT

Sean Wolfe, PG | Senior Vice President | Mountain Region Manager

Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: swolfe@cobbfendley.com

Evaluation Criteria No. 2 (Qualifications/Competence)

SUBCONSULTANT ADDRESSES, QUALIFICATIONS, AND AREAS OF RESPONSIBILITY

GEOMAT

Responsible Addresses:
Farmington: 915 Malta Avenue, Farmington, New Mexico 87401
Albuquerque: 7901 Lorraine Ct. NM, Albuquerque, New Mexico 87113

Phone: 505.327.7928
Fax: 505.326.5721
Email: matt.cramer@geomatengineering.com

Firm Qualifications: GEOMAT is an owner-operated firm and has been serving the State of New Mexico since 2004. GEOMAT provides geotechnical engineering, geotechnical drilling services, quality assurance testing, and special inspection.

Areas of Responsibility: Geotechnical Assessment services

Water Works

Address:
8650 Alameda Boulevard NE, Suite 103E
Albuquerque, NM 87122

Phone: 505.210.9546
Fax: N/A
Email: mohsenk@wwengineers.com

Firm Qualifications: Water Works is a focused water and wastewater consulting firm, with over 19 years of experience and ten offices throughout the western United States. Water Works has been serving the state of New Mexico since 2011, and after establishing their Albuquerque office in 2023, Water Works is ready to expand their high-quality organic work to clients like the City of Las Cruces.

Areas of Responsibility: Electrical design, computer network analysis for water (InfoWater) and wastewater (InfoSewer), well house design, water treatment process, and supervisory control and data acquisition (SCADA) services

Zia

Address:
755 S. Telshor Blvd., Suite Q-201
Las Cruces, NM 88011

Phone: 575.532.1526
Fax: 575.532.1587
Email: ehmartinez@ziaeec.com

Firm Qualifications: Zia is a professional engineering and environmental consulting firm, headquartered in Las Cruces since 2000. The firm has experience and expertise in civil and environmental engineering, drainage analysis and stormwater and erosion control, environmental investigations and permitting, air quality, water and wastewater systems analysis, NEPA environmental compliance, RCRA investigations and remediation, land use studies and feasibility analyses, cultural and natural resources studies, environmental Phase I and II investigations, and asbestos and lead investigations.

Areas of Responsibility: Solid waste studies, landfill system design and analysis, environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City

C. LOCATION OF OFFICE(S) WHERE WORK WILL BE PERFORMED AND PERCENT OF WORK TO BE PERFORMED AT EACH

Albuquerque
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

% of Work Performed: 60%

El Paso
11427 Rojas Drive, Suite B
El Paso, Texas 79936

% of Work Performed: 40%

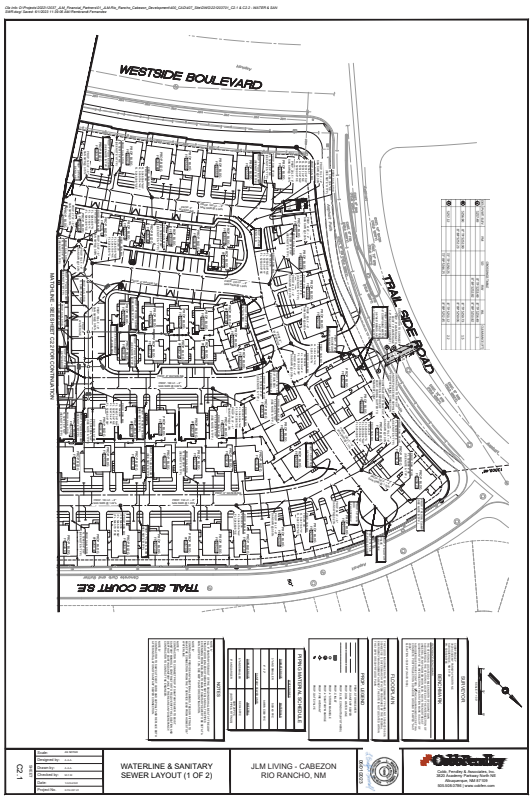
D. NAME, ADDRESS, AND NEW MEXICO REGISTRATION OF THE PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Chris Almy, PE | Project Manager | NM PE #19120

Address:
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109

Phone: 505.508.0786
Fax: 505.508.0837
Email: calmy@cobbfendley.com

Evaluation Criteria No. 3 (Performance of the firm)



CABEZON SITE DEVELOPMENT

JLM FINANCIAL PARTNERS | RIO RANCHO, NEW MEXICO

Project Description: This multi-family residential project required complete site development including drainage, transportation access from a principal arterial, water, and sewer system design to support a 126-unit development. The surrounding properties are completely developed and integration into the existing utility and transportation network required careful evaluation of all existing utility infrastructure. The site requires two 8-inch water line extensions, connection of an 8-inch line into the existing sanitary sewer network, and avoidance of other utilities around the perimeter of the project site. Numerous water services are needed to connect the residential units, development clubhouse, and swimming pool facilities to the utility network. The design complied with all City of Rio Rancho utility system requirements including fire flow. Detailed coordination with Public Service Company of New Mexico was needed to extend electrical service to this currently unserved 10-acre property.

REFERENCE

JLM FINANCIAL PARTNERS
Mark Skipilas, Director of Development
3839 Bee Caves Road, Suite 205
Austin, Texas 78746
903.343.4965
mark@jlmliving.com

CR 245 AND RM 2338 FORTIFICATION

ATMOS ENERGY | GEORGETOWN AND WILLIAMSON COUNTY, TEXAS

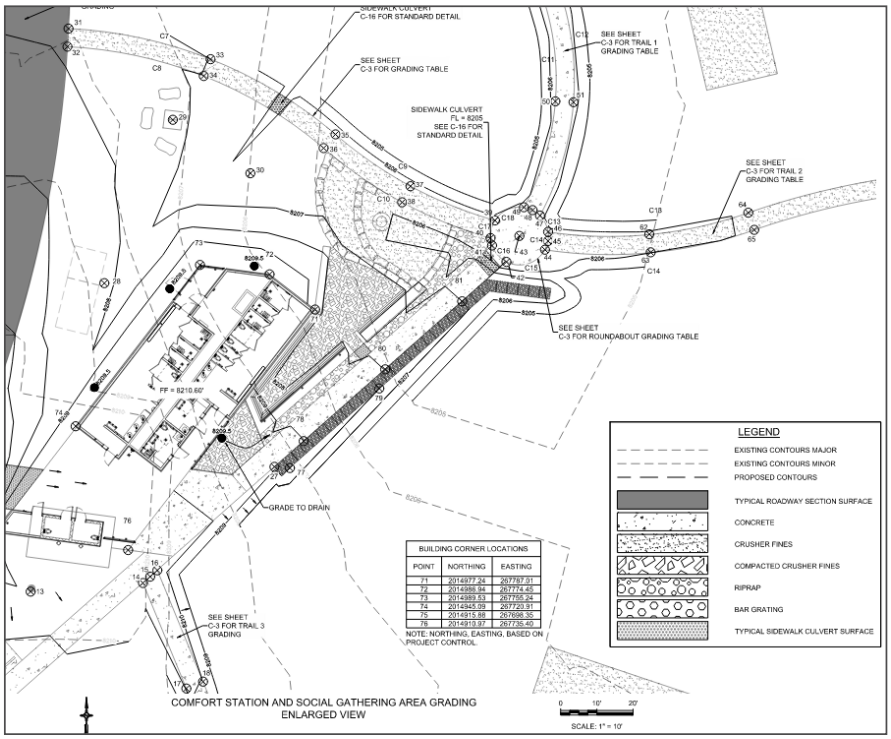
Project Description: CobbFendley is currently contracted by Atmos Energy to provide engineering plans for the proposed 6-inch HDPE gas main running south along CR 245 from the north side of Ronald Reagan RM 2338, crossing RM 2338, and then north along the west side of RM 2338 to a proposed development. Services involve survey and subsurface utility exploration for the southern half of the project and also include the design of approximately 7,500 linear feet of 6-inch HDPE gas mains inside public ROW. The proposed alignment includes multiple bore crossings of pavement, including the HDD bore across Ronald Reagan Boulevard, the HDD bore across RM2338, and several other bores. All bores will be designed with a 10-inch casing. CobbFendley is also currently the Williamson County Review Engineer and is performing all utility coordination activities for the entire Ronald Reagan expansion and CR 245 improvements. The roadway project is a Williamson County project but will be deeded to the City of Georgetown, so both entities are involved in the review. The CR 245 Roadway Improvement project is currently under construction by the roadway contractor. The corridor also has limited space between the ROW and is congested with multiple utilities. Our services will be integral to the successful completion of the project.

REFERENCE

ATMOS ENERGY
Marc Rothbauer | Director of Engineering
5420 LBJ Freeway, Suite 1800
Dallas, Texas 75240
214.206.2912
marc.rothbauer@atmosenergy.com

Evaluation Criteria No. 3 (Performance of the firm)

EAGLE NEST CAMPGROUND IMPROVEMENTS
EMNRD | COLFAX COUNTY, NEW MEXICO



REFERENCE

EMNRD
Emily Stout, Project Manager
1220 South Saint Francis Drive
Santa Fe, NM 875005 US
505.476.3408
emily.stout@emnrd.nm.gov

Project Description: Through an on-call/ master service agreement, CobbFendley engineers and surveyors are designing improvements for State Park facilities in rural Northern New Mexico. Due to increased user needs, CobbFendley completed design improvements to a 30-site RV campground at this rural state park in Eagle Nest, New Mexico. Improvements include extension of new electrical service, design of a comfort station containing restroom and shower facilities, and a wastewater collection, treatment, and disposal system for flows generated by the comfort station. Improvements to the existing well-fed water supply system were needed due to the increased system demand created by the comfort station. Improvements include design of a standpipe above ground storage facility, booster pumps to increase system pressure, and addition of a hypochlorite water disinfection system installed at the wellhead.

CobbFendley managed the entire project and coordinated numerous subconsultants including architecture, mechanical, electrical, and plumbing engineering, geotechnical engineering, along with landscape architecture to address the improvements at Eagle Nest Lake State Park. Permits for water and sewer system upgrades were obtained through NMED.

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Cobb, Fendley & Associates,Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

COBB, FENDLEY & ASSOCIATES, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "D"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Daniel B. Stephens & Associates, Inc., of 6020 Academy NE, Ste 100, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Daniel B. Stephens & Associates, Inc. 6020 Academy NE, Ste 100 Albuquerque, NM 87109 ATTENTION: Gundar Peterson

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

DANIEL B. STEPHENS & ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Daniel B. Stephens & Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 275.00
2	Project Engineer/Project Manager	$ 175.00
3	Senior Engineer	$ 215.00
4	Design Engineer	$ 150.00
5	Engineer Intern	$ 130.00
6	Engineering Technician	$ 115.00
7	Drafting Technician	$ 115.00
8	Survey Crew**	$ 300.00
9	Construction Inspector/Observer	$ 115.00
10	Administrative/Clerical	$ 110.00
11	Field Testing and Investigations	$ 140.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .35
16	Color Copies (per copy)	$ .95
17	Prints 24x36 (per sheet)	$ 8.00
18	Mylars 24x36 (per sheet)	$ 15.00
19	Photo Quality Plots (per plot)	$ 8.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

TECHNICAL PROPOSAL FOR

Utilities Engineering Services

RFP# 23-24-052 | Due: February 27, 2024

Prepared for

City of Las Cruces®

DBS&A
a Geo-Logic Company

6020 Academy Road NE, Suite 100, Albuquerque, New Mexico 87109

DBS&A
a Geo-Logic Company

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, New Mexico 88001

Re: RFP No. 23-24-052, Utilities Engineering Services

Dear Selection Committee Members:

The City of Las Cruces has requested on-call engineering services for utilities to support a wide range of potential projects. Daniel B. Stephens & Associates, Inc. (DBS&A) looks forward to continuing to serve the City and possibly expand the services we offer under our current Utility Engineering and Environmental Engineering On-Call Contracts.

DBS&A is prepared to address your need for engineering services related to water, wastewater and stormwater systems, and landfills, including planning, design, permitting, and model analysis. We also provide environmental and geotechnical assessments, groundwater monitoring, all types of regulatory documentation and reporting, expert services in judicial and quasi-judicial settings, project management, and construction services.

Las Cruces Utilities Department staff have worked with many DBS&A staff, mostly from our Albuquerque office, on projects including the Griggs-Walnut Superfund site, the Utilities Master Plan, and a number of water system improvements projects. If projects require full time resources, DBS&A can open a project office in Las Cruces.

Our proposal communicates our approach to perform the work, our experience with the services needed, the capabilities of our team, and our commitment to service and quality. Please contact us if you have any questions or require additional information.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.

Jennifer Hill, PE
Project Manager

Gundar Peterson, PE
Vice President

6020 Academy Road NE, Suite 100
Albuquerque, New Mexico 87109

(505) 822-9400
www.dbstephens.com

Table of Contents

1. Technical Approach 1

2. Qualifications/Competence 9

3. Performance of the Firm 13

Cost Proposal ..... Provided in a separate PDF

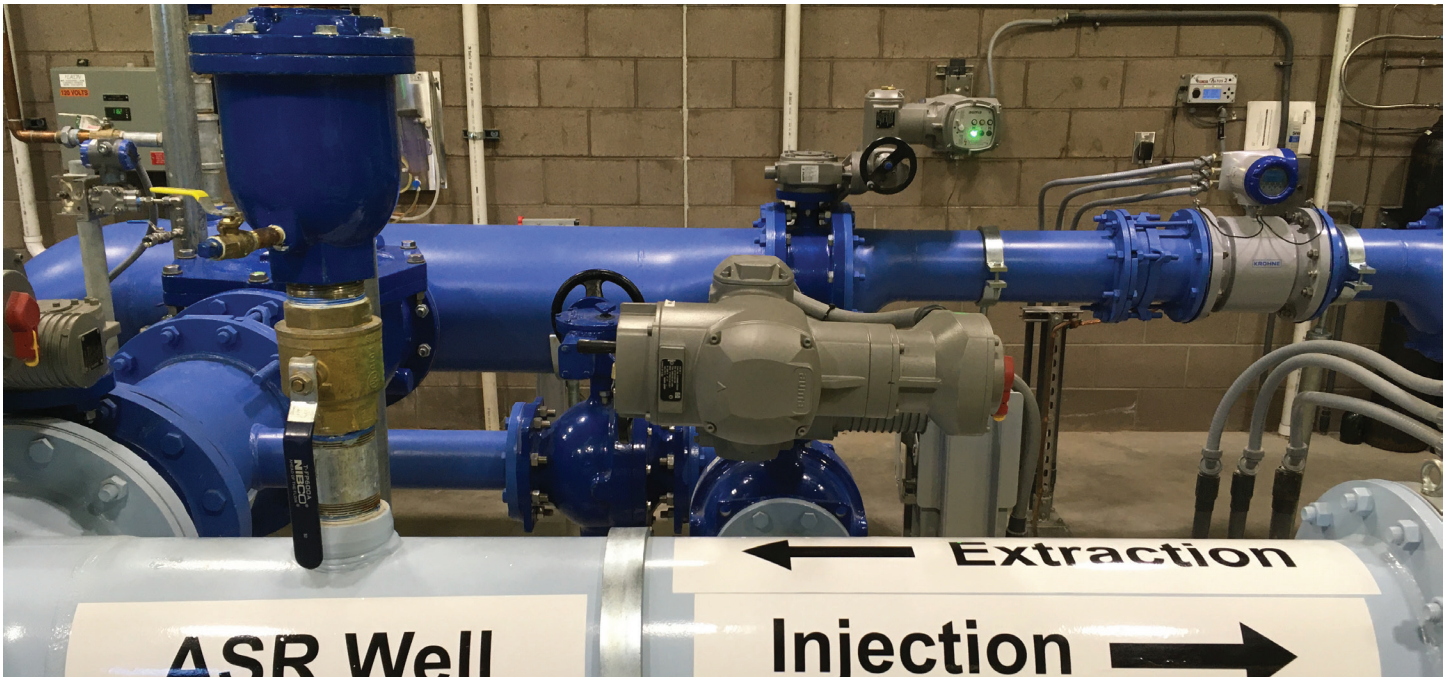
Conclusion 15

Appendix - Required Forms

RFP Compliance Declaration Form

New Mexico Resident Preference Certificate

The City of Las Cruces needs experienced engineers and other specialists to address a broad range of design and regulatory challenges. DBS&A has proven experience providing these and other services to the City. We are committed to serving the City with continuity of service, expertise in utilities engineering, and high-quality deliverables.



1. Technical Approach

Professional, Technical, and Customary Services Provided

Daniel B. Stephens & Associates, Inc. (DBS&A) understands that project assignments under this contract will be initiated by the City of Las Cruces (City) by providing a detailed project description, including scope of work and any other special instructions needed. DBS&A has the expertise to prepare preliminary and final cost estimates; Microsoft Project schedules; complete plans and specifications; and project reports. The scope of this contract includes a broad range of utility engineering services to enable the City to assign any type of engineering services on an as-needed basis. Therefore, the detailed scope of work will vary considerably between task orders.

DBS&A is accustomed to serving large multi-task programs and is frequently asked to execute projects under tight time limitations. On all projects, we prepare a detailed project management plan (PMP) that includes the project scope, budget, and schedule. The PMP is an internal management tool that can be referenced by the DBS&A team members.

Major Tasks

DBS&A understands that major tasks under this contract may include:

1. Computer network analyses and design services for water and wastewater systems
2. Electrical design
3. Computer network analyses for gas, water, and waste water using latest version of modeling software
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management
6. Geotechnical assessments
7. Expert witness
8. Project Management
9. Construction Inspection

DBS&A regularly supports our clients through all stages of project development and execution. Our technical approach includes identifying the best qualified technical personnel from our company to execute the task at hand, implementing engineering best practices including the most appropriate technology tools, reviewing all work products by qualified reviewers, and effective communication both internally and externally. Our diverse staff includes not only engineers, but also computer-aided design (CAD) specialists, hydrogeologists and geologists, chemists, biologists, technical editors, and construction observers. We collaborate between disciplines to offer a well-rounded approach to engineering solutions.

Our general approach to engineering projects, which might include one or many of the detailed services described in more detail below, is as follows.

1. Conduct a thorough evaluation of options, or if the project concept is already in place, formalize the design criteria and basis of design.
2. Prepare the documents needed, which might include environmental documentation, calculations, engineering reports, engineered plans, technical specifications, contract documents, presentations for public meetings, etc. DBS&A specializes in providing custom, site-specific engineering design solutions that address the specified goals of our clients and project stakeholders.
3. Follow an established quality assurance/quality checking procedure. This includes identifying a qualified reviewer, keeping records of the review, and backchecking that comments are addressed, for each deliverable. We also employ a staff of professional technical editors.
4. Deploy our subconsultant resources as required. We have established relationships with subconsultants that we use on a regular basis, so that our team operates like a single company.
5. Communicate at critical project milestones with our client. These typically includes project initiation/scoping phase, kickoff meeting, milestone deliverable reviews, issuance of final documents for bidding, bid phase, pre-construction meeting, and regular progress meetings during construction.

Under our contract with the City for Utilities Engineering, DBS&A designed a booster station for the Spruce Tank.

Detailed Services Under Each Task

Our general approach and experience with the services required in the request for proposals (RFP) follows.

1. Computer Network Analyses and Design Services

DBS&A is very familiar with the City's computerized water model in Infowater, having updated the model in 2018 and 2023 with new pipes from the GIS database, and with new demands from billing data. Our capabilities also include stormwater and sewer modeling. We have used our modeling capabilities to support master plans for infrastructure including the City's recent utilities master plan update. Our capabilities also include design of infrastructure including pipelines and well houses; biological treatment; feasibility studies; subsurface utility exploration; construction support; and National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plans (SWPPP) compliance.

We understand the City operates water, wastewater and gas utilities and is responsible for stormwater compliance under the Municipal Separate Storm Sewer System (MS4) Permit. DBS&A has gained extensive experience with MS4 permitting in recent years working on behalf of the City of Albuquerque, the New Mexico Department of Transportation (NMDOT), Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), and the University of New Mexico to comply with the Middle Rio Grande's new watershed-based MS4 permit.

We have strong credibility with regulatory agencies governing New Mexico, including the New Mexico Environment Department (NMED), U.S. Environmental Protection Agency (EPA) Region 6, the Office of the State Engineer (OSE), and others, which makes us more effective in negotiating permit variances and other terms with these agencies on behalf of our clients.

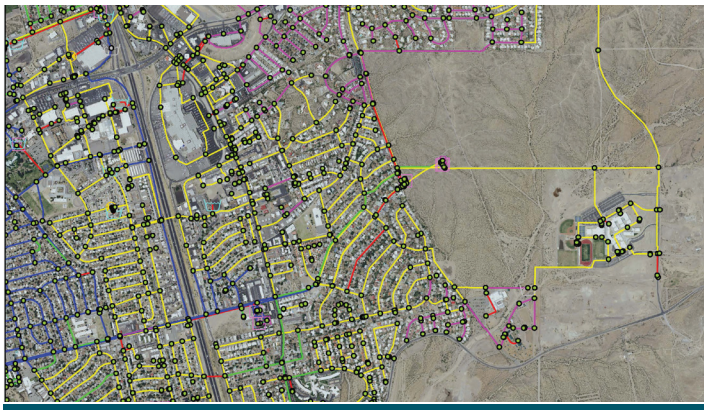
Water System Engineering

DBS&A has supported the City in many areas under our on-call contracts. This includes a Water Stagnation Study in 2017 which included water quality sampling and analysis in the distribution system, and water quality modeling to support recommendations for optimization of chemical dosing for red water control. We have updated the model and conducted field testing (pressure and hydrant flow tests) to validate the model. We have prepared several technical memoranda and fact sheets regarding fluoride in drinking water, desalination, lead, red water, and arsenic.

With our hydrogeologic services capabilities, we help utilities with well siting, well design, and construction oversight of well drilling. In addition, DBS&A is able to complete engineering design for supply wells, pumping stations, storage tanks, associated pipelines, and treatment.

DBS&A routinely prepares planning and analysis documents for water systems such as 40-year water plans, conservation plans, water audits, preliminary engineering reports, and basis of design studies.

We also prepare construction drawings, technical specifications, and bid documents and provide support during construction including on-site observations. Recent projects for which we have provided services from planning through design include the Water Authority Large Scale Recharge Project, which consists of a deep aquifer direct injection well and one shallower vadose zone well. For this project we provided planning, investigation, permitting, design, and construction oversight.



Water model update for the City of Las Cruces

Wastewater Engineering

DBS&A engineers have prepared sanitary sewer system evaluations, capacity studies, and engineering designs, including for gravity and pressurized collection systems and wastewater treatment plants.

For the City of Las Cruces, we previously performed a study to evaluate potential sources of copper, mercury, and cadmium in the influent to the Wastewater Treatment

Plant. The study evaluated sources of these metals on the collection system, recommended changes to the pretreatment program, and included a successful application for modifications to the draft NPDES permit limitations of copper.

Our wastewater analysis experience includes collection system inspections, evaluation, and wastewater sampling. For a proposed farmworker housing development in Ventura County, California, we compared a low pressure grinder pump system to a gravity system. For Pancho Villa State Park in southern New Mexico, we evaluated on-site wastewater disposal versus sewer collection system for continued wastewater service to the park including museum/visitor center, and RV park.

In the area of wastewater treatment, we have conducted treatment system evaluations to recommend improvements either to increase capacity or improve treatment for a number of utilities including Forest Highlands golf community in the vicinity of Flagstaff, Arizona; for the Village of Jemez Springs, New Mexico; and for Acoma Business Enterprises. We have also provided low cost nutrient removal training classes for wastewater operators around the state, under contract with NMED's Surface Water Bureau.

For the Forest Highlands golf community, DBS&A evaluated the wastewater treatment facility and recommended improvements.

Treated Effluent Reuse and Recharge

We have been involved with two flagship projects in New Mexico that involve reuse and recharge of treated wastewater effluent: the Clovis Reuse system for which we designed tertiary filtration, and provided permitting and funding assistance; and the Rio Rancho direct injection facility for which we conducted a siting study for the injection well, conducted pilot testing of advanced treatment and of the injection well, designed the full-scale Advanced Oxidation Process system, and continue to provide services for ongoing monitoring and reporting to NMED and the NM OSE.

Managed Aquifer Recharge

DBS&A has provided permitting services for all of the active recharge projects in the State. In particular, we assisted the Albuquerque Bernalillo County Water Utility Authority with permitting, design and construction of both the Bear Canyon Arroyo project which recharges bank filtered river water, and the Large Scale San Juan Chama Drinking Water Project injection and vadose zone wells which recharge treated water from the surface water treatment plant.

Supervisory Control and Data Acquisition

Many of the utility projects that we design have a supervisory control and data acquisition system (SCADA) component. DBS&A works regularly with The Response Group (TRG) as our electrical and instrumentation and control subconsultant on such projects. Three Las Cruces projects included SCADA integration: Well 64 equipping, the East Mesa Water Reclamation Facility Booster Pump Station, and the Spruce Tank booster pump station. During design of those projects, the City was working on standards for SCADA equipment; we met with the City's staff and received draft designs from the City's contractor for panel design to incorporate into our bid documents.

DBS&A and TRG have also worked together on projects requiring new SCADA systems, including Los Alamos National Laboratories (LANL) Chromium groundwater remediation project, which included a system of multiple extraction and injection wells, piping, and booster pump station. DBS&A also worked together on a regional water system on the Hopi reservation, which utilizes SCADA for monitoring and control of wells, tanks, and booster stations.

Water Treatment Process

DBS&A has designed potable water treatment for projects from simple disinfection systems to more complex systems to remove multiple contaminants, such as the Acoma Business Enterprises system which uses sand filtration followed by reverse osmosis to remove total dissolved solids, sulfate, iron, manganese and turbidity. We have designed systems to remove arsenic and nitrate from groundwater.

For the City's Griggs-Walnut Groundwater Plume Superfund site, DBS&A designed a water treatment system that is permitted to return treated water directly to the drinking water distribution system. At the Former Y site in Clovis, where hydrocarbons are a direct threat to the municipal water supply, DBS&A designed and oversaw construction of a remediation system for extracted groundwater that discharges treated water to the City of Clovis sanitary sewer.

Master Planning and Feasibility Studies

Master planning for utilities provides a road map for development of the system based on evaluation and identification of deficiencies with the current system, identification of needs under a projected growth scenario, and identification of infrastructure needed to both correct deficiencies and expand service. We recently participated as a subconsultant in the City's Utilities Master Plan update, with a focus on the water system. That master plan is based on the City's comprehensive plan, "Elevate Las Cruces." Master planning of utilities based on needs and projected growth, we have worked with other New Mexico communities, including the cities of Rio Rancho, Deming, and Portales.

We have performed many feasibility studies, in particular related to recharge, including for the City of Rio Rancho's Direct Injection Facility and for the North Utah County Aquifer Association Aquifer Storage and Recovery project.

Subsurface Utility Exploration

All pipeline designs require subsurface utility investigation, to varying levels of detail. We generally use our survey partner, Parametrix to investigate and map utilities for our use during design. On occasion, we contact the Statewide locator service to identify utilities in the project area and to contact those utilities directly for maps and conflict review.

Boundary/Easement Survey

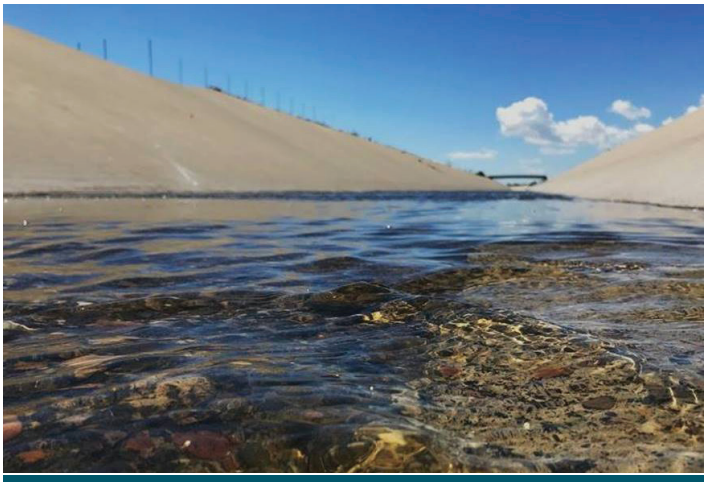
Our survey partner, Parametrix, performs many boundary and easement surveys as part of the work we do. Recently we worked with Lower Rio Grande Public Water Works Authority (LRGPWWA) on a water system improvements project that required acquisition of easements, and we prepared easement exhibits and contacted landowners to grant easements where needed.

Stormwater Engineering

DBS&A provides services for stormwater ranging from regulatory compliance, to drainage analysis, and drainage improvement design. DBS&A has played a pivotal role in assisting the co-permittees in the Middle Rio Grande watershed with MS4 compliance. We provide services to the MS4 Compliance Monitoring Cooperative (CMC), an 18-member group of agencies cooperating under the permit, the City of Albuquerque, AMAFCA, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), and the University of New Mexico. Under the watershed-based permit, benefits to collaborating with co-permittees include extension of time to comply with permit requirements, and a reduction in water quality sampling requirements leading to lower costs. We provide water quality sampling, illicit discharge detection and elimination (IDDE) inspections, and microbial source tracking. We prepared plans for a number of permit requirements such as the IDDE program, and the water quality monitoring program.

For the NPDES program, we prepare SWPPPs and conduct inspections during construction.

Our stormwater engineering services include drainage analysis and drainage structure design. In particular, we have considerable experience at landfills around the state, with drainage analysis and drainage design, for clients such as Southwest Landfill.



DBS&A provides stormwater engineering and compliance services, including design of stormwater controls, water quality sampling, preparation of permitting plans, and drainage analysis and design.

A project for which we provided services from design analysis through construction was the design and construction of Stormwater Controls at LANL. For this project, we designed an aboveground high-density polyethylene pipeline, anchored with specially manufactured rock anchors, to convey clean stormwater around a contaminated site. This project represents a measure to comply with LANL's NPDES permit which addresses legacy Solid Waste Management Units in the area.

2. Electrical Design

For electrical design relating to wells, booster stations, lift stations, and associated buildings, our teaming partner, The Response Group, has worked with us on many utilities projects, including those for the City of Las Cruces. The electrical design generally includes instrumentation and control, equipment and instrument selection, power risers diagrams and schematics, coordinating with the utility provider, and if desired, incorporating clean energy options, such as solar.

3. Computer Network Analysis

Please refer to response in section **1. Computer Network Analyses and Design Services**. We will verify the latest software version and update to ensure compatibility with the City.

4. Solid Waste Studies and Landfill System Design and Analysis

DBS&A supports landfill operators and hazardous waste managers by providing regulatory, scientific, and engineering solutions at hazardous and municipal solid waste landfills. Our experience includes siting, permitting, design, construction oversight, quality assurance (QA), and monitoring for facility expansions, permit modifications, and closures. We have shepherded high-profile sites through all phases of state regulatory and EPA approval. We maintain a superior record of providing value when considering clients' expectations of cost, quality, and schedule. Our public and private sector clients include municipalities, counties, private operators, the Department of Energy, and the Department of Defense.

DBS&A routinely prepares construction drawings, technical specifications, and bid documents. Our landfill engineering designs have gained high marks with regulatory agencies and withstood the test of construction implementation with contractors. In many states where DBS&A operates, our landfill liner and cover designs include slope stability analysis to evaluate the seismic risks at a particular site location. We design stormwater control systems that provide for progressive buildout as cells are developed over the life of the landfill. Our engineers take care to meet all federal, state, and local design requirements.

DBS&A has significant experience writing compliance plans, implementing the plans, and performing compliance monitoring at landfills for groundwater quality, leachate, and landfill gas emissions. We understand the latest protocols for statistical analysis of environmental monitoring data and use these procedures to lower our clients' monitoring costs. All sampling and analysis methods follow U.S. Occupational Safety and Health Administration (OSHA) standards for health and safety and conform to accepted state, federal, and industry-standard quality assurance/quality control (QA/QC) procedures.

With regard to landfill planning and design, we develop effective facility plans that maximize capacity for the capital cost invested and provide for efficient day-to-day operations. DBS&A develops plans that describe build-out, including cell layout and timelines and perform all aspects of landfill permitting from the initial siting through operation and closure permitting, including Title V air emission inventories and reporting.

Liner installation at Southwest Landfill in Albuquerque.

5. Environmental Surveys, Assessments, Monitoring and Management

DBS&A's experience conducting Phase I and Phase II Environmental Site Assessments (ESAs), monitoring and management of indoor air quality and asbestos includes complex, multi-facility investigations, as well as local, single-site assessments for real estate transactions, and Brownfields redevelopment. We use methods including field screening of soil, soil gas, and water quality; field x-ray fluorescence; soil borings and monitoring wells; and geophysical surveys. Our staff is also well versed in vapor intrusion studies, including evaluating impacts from solvent and fuels-based contamination. DBS&A is currently conducting a vapor intrusion study in support of the Griggs and Walnut Ground Water Plume Superfund site in coordination with the City of Las Cruces, Doña Ana County, and EPA. All field work is carried out in accordance with site-specific health and safety plans, approved work plans, sampling and analysis plans, and/or standard operating procedures to ensure that data quality objectives are met.

6. Geotechnical Assessments

DBS&A has extensive experience performing multi-media ESAs and investigations, including delineation and quantification of soil and groundwater contamination. DBS&A uses a broad range of techniques to identify hazardous waste sources. Identification of potential contamination sources typically involves non-intrusive techniques, such as record searches, interviews, and site visits (Phase I ESAs). Identification of actual contaminant sources typically involves intrusive field investigation, such as drilling and sampling of soil, groundwater, surface water, and subsurface vapor intrusion.

With experience at hundreds of contaminated properties, DBS&A has established a reputation for providing innovative, cost-effective solutions to address our clients' environmental challenges. We apply our understanding of regulations, permitting requirements, compliance strategies, and broad experience base to implement the appropriate solution for each site.

If required, we also have geotechnical engineers on our team who have experience with landfill closure activities, including slope stability assessments, liner and cover design, compliance monitoring, waste settlement analyses, steady-state seepage analyses, and permitting.

7. Expert Witness

Working closely with clients to develop effective strategies to resolve water and wastewater concerns, DBS&A experts are able to quickly integrate complex technical and legal issues to provide efficient solutions. We have provided expert support related to landfill and water system design, water rights, and water quality issues. Our experts utilize technical tools, such as databases, GIS, environmental forensics, and modeling, to perform complex technical analyses that stand up to technical and legal scrutiny. DBS&A staff members have provided expert opinions and testimony in both state and federal court.

DBS&A experts have a reputation for possessing technical integrity and offering expert opinions based on sound science. Our staff includes specialists in civil and environmental engineering, hydrology, hydrogeology, geochemistry, and contaminant fate and transport, and has presented expert testimony and deposition in dozens of cases involving water and the environment.

Primary services include:

- Providing technical assistance during litigation, mediation, settlement negotiations, or alternative dispute resolution
- Developing expert opinion reports and declarations
- Providing expert testimony and depositions
- Providing confidential consulting during all phases of dispute resolution
- Developing and managing environmental databases, courtroom exhibits, and visualizations

DBS&A routinely provides expert testimony.

8. Project Management

Project management comprises a set of skills to balance the constraints of scope, schedule, and budget. For any task orders assigned under this contract, we will work with the City's project manager to define the scope of work, the goals and objectives, and the desired schedule for the project. Knowing the scope and schedule, DBS&A can properly allocate resources to meet goals. Once staff resources are identified, DBS&A can develop an accurate fee estimate.

DBS&A can assist the City not only in properly scoping a particular project but also in discussions and negotiations with regulatory agencies to define critical issues and drivers for project success. Additionally, for larger projects, DBS&A will develop a QA project plan, which will detail steps taken to ensure that field work, data collected, and deliverables produced meet necessary quality standards.

Managing Schedule and Budget

DBS&A uses several tools for effective project management. Microsoft Project allows us to manage the schedule for tasks and subtasks to keep the project on track. The Deltek Vision accounting system allows us to view project charges on a daily basis to monitor and keep project budgets on track. DBS&A provides regular training to all of our project managers on use of specialized project management tools and in-house project management processes.

During all phases of a project, we monitor our progress with the assistance of the Deltek project management system or other in-house project management software. Interactive scheduling software tools help us to avoid scheduling conflicts and to adjust schedules when needed, taking into account the impacts on other planned resources and subtasks. Identifying slippage in schedules early allows for incremental corrections to be made before issues become unmanageable.

Communication

The project manager is responsible for coordinating all design activities and ensuring constant and clear communications between staff engineers, subcontractors, and client contacts during all phases of work (i.e., from scope development through invoicing). We understand that utility project requirements can change based on agency priorities, public input, and other factors, requiring clear communications for successful completion. The proposed project manager, Jennifer Hill, has many years of experience managing large and diverse project teams for public sector clients, and will facilitate communication between all stakeholders as changes arise.

Quality Assurance

When we develop the Project Management Plan for a specific project, we identify the reviewer(s) for each discipline and assign a senior professional to do coordination review. Overall quality assurance for this contract will be the responsibility of the Principal-in-Charge.

DBS&A will prepare all technical documents with review and approval by appropriately licensed professionals, and engineering drawings and specifications will be sealed by a New Mexico registered professional engineer. As needed by a particular project, we can provide observation of construction contractors for activities at project sites. Full-time staff can be allocated to City projects, with both professional staff and technicians available on a day to day basis, at a project site for the duration of the project.

For the new Hopi Regional Water System, DBS&A provided planning and design services, bidding assistance, construction observation, and startup assistance.

9. Construction Inspection

DBS&A has substantial experience providing construction inspection and oversight services on behalf of our public-sector clients. Projects for which we have provided services from planning, through design, construction, and startup, include the Hopi Regional Water System Project, the Bureau of Indian Affairs Keams Canyon Water System Improvements, replacement Well E1 for LRGPWWA, and

supply wells for Slippery Rock Ranch and Hopi Hart Ranch. Other projects for which we provided on-site observation include the LANL Chromium Remediation Pipeline Project and the City of Rio Rancho Direct Injection Well. We also provided oversight services for the City of Las Cruces for construction of the Griggs-Walnut Superfund Site water treatment system.

Groundwater pump-and-treat system for the Griggs-Walnut Superfund Site

During these projects, DBS&A worked closely with the Owner's staff to provide cost-effective construction support; coordinated with staff to complete day-to-day inspections; reviewed pay applications, Requests for Information (RFIs), and contractor submittals; attended construction meetings; and provided Record Drawings.

In the last five years, DBS&A was the prime contractor for ten separate construction projects for NMED's Petroleum Storage Tank Bureau (PSTB). For these projects, we performed a variety of tasks in this role:

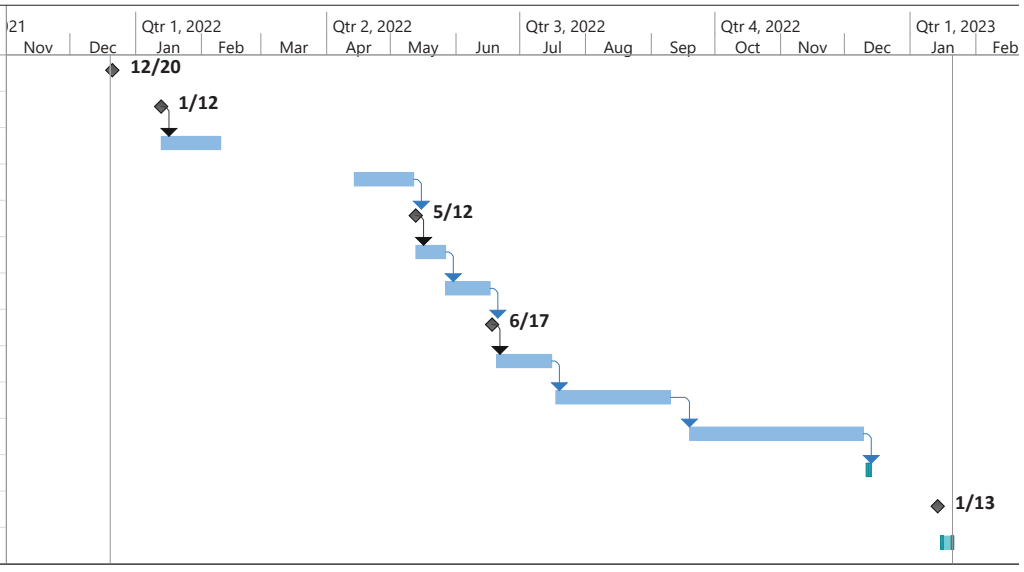
- Solicited bids from various contractors
- Evaluated bids and recommended contract awards
- Coordinated with subcontractors
- Reviewed pay applications
- Responded to contractor submittals and RFIs
- Ensured completed work complies with design documents
- Coordinated connection of utilities to new facilities
- Performed and reported results of compliance testing and sampling
- Managed startup/shakedown
- Operated and maintained remediation systems

We know that a solid design with the appropriate attention to detail results in the best bid prices—it is the uncertainties in design details that cause bidders to raise costs to cover unknowns. We also know, based on experience, that prompt, constant communication between Contractor, Owner, and Engineer is critical to keep projects on schedule and within budget and to minimize change orders.

Typical Project Schedule/Timeline

Shown below is a typical engineering project schedule completed by DBS&A.

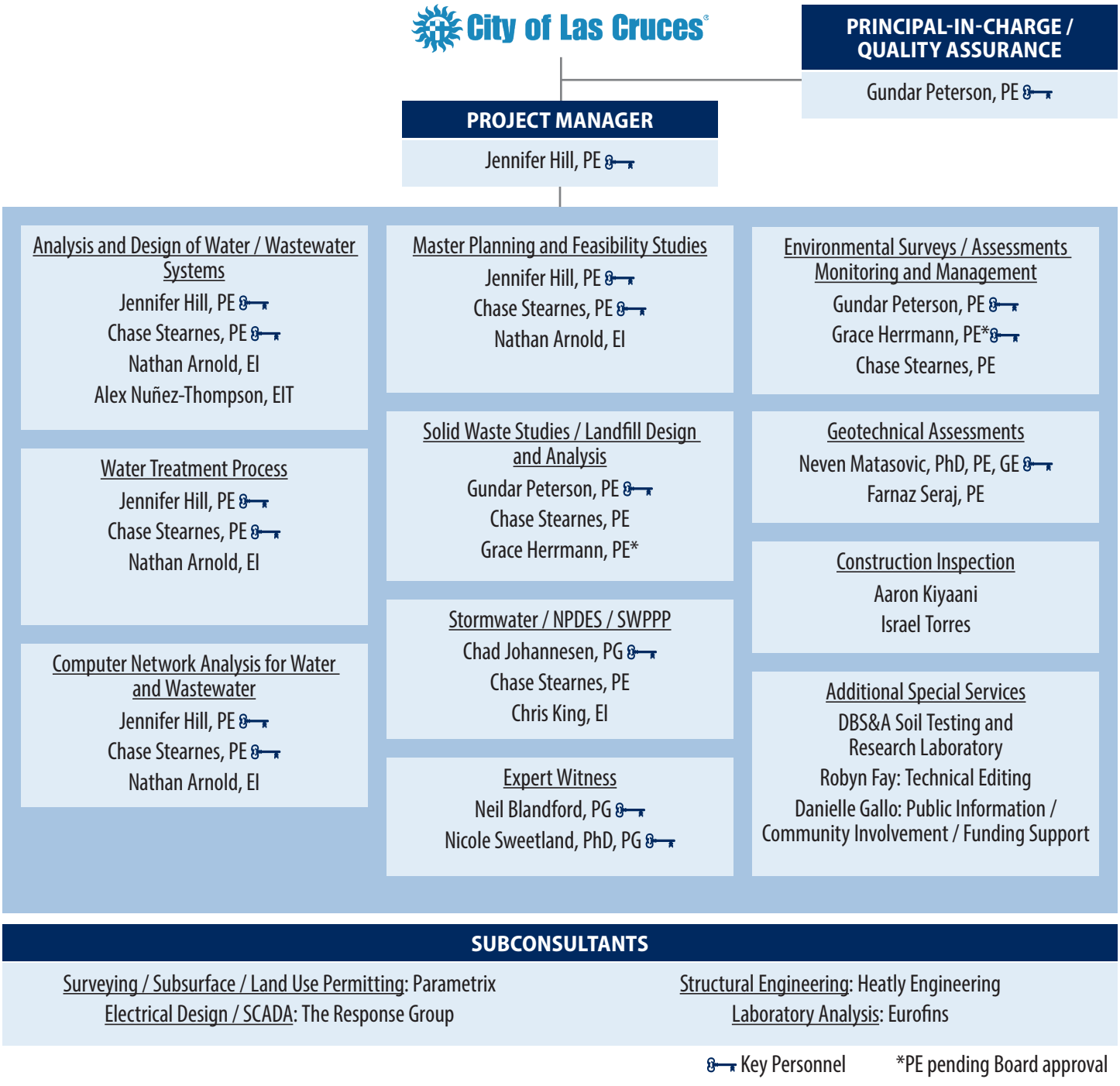
D	Task Name	Duration
1	Notice to Proceed	1 day
2	Site Visit	1 day
3	Technical Memorandum	4 wks
4	60% Design	4 wks
5	60% Submittal	1 day
6	Client/Agency Review	2 wks
7	Final Design	3 wks
8	Final Submittal	1 day
9	Contractor Quotes	1 mon
10	Procurement	2 mons
11	Construction	12 wks
12	Substantial Completion	1 day
13	Final Completion	1 day
14	Project Close-out	5 days



2. Qualifications/Competence

A. Key Personnel

As described in the RFP, the scope of services to be addressed under this contract includes a broad range of utility engineering services to enable the City to assign any type of engineering services on an as-needed basis. Our proposed project team includes resources in many different utility engineering disciplines. However, we expect the City may have needs that at times are best served by specialized resources that we will draw on as needed. In this case, DBS&A will look to our relationships in the professional community to bring in outside expertise.



Bios of Key Personnel

Following are biosketches of key personnel for this contract.

Gundar Peterson, PE
Principal-in-Charge

Mr. Peterson is a principal engineer and DBS&A's New Mexico Operations Manager. He will serve as Principal-in-Charge, and as such will ensure that sufficient and appropriate resources are allocated to the City's projects. Mr. Peterson holds a BS in civil engineering and is a professional engineer licensed in New Mexico, Texas, Arizona, and several other states in the western U.S. He has 28 years of professional experience in the environmental industry, specializing in environmental assessment, investigation, and remediation at hazardous waste sites, landfill permitting and design, surface water runoff, and erosion protection. He served as DBS&A's Project Manager for the remedial design and remedial action at the Griggs-Walnut Groundwater Plume Superfund Site in Las Cruces. Additionally, he has experience in remedial design and cost estimating for large-scale excavation and remediation projects and has served as a project manager on a variety of projects for federal, state, and commercial clients.
Percent Time Assigned to Contract: 2%

Jennifer Hill, PE
Project Manager

Ms. Hill is a senior engineer who specializes in water and wastewater utility projects from planning through design and construction. She holds a BS in civil engineering from Florida International University and has 32 years of experience, including extensive project management experience. Her utility experience includes modeling, audits, asset management plans, master planning, design and construction. She has supported City projects including the water component of the Utilities Master Plan and design of the Well 64 Equipping and Pipeline, East Mesa Water Reclamation Facility Booster Pump Station and Spruce Tank Booster Pump Station.
Percent Time Assigned to Contract: 20%

Nicole Sweetland, PhD, PG
Expert Services

Dr. Sweetland has 30 years of experience and specializes in hydrogeology, environmental forensics, and contaminant fate and transport. She provides expert and confidential consulting support on projects involving evaluation of soil and groundwater impacted by chlorinated solvents, petroleum hydrocarbons, and emerging contaminants. She worked on behalf of the City of Las Cruces during the Griggs and Walnut Ground Water Plume Superfund site feasibility study. She also supported the City in developing strategies to respond to the EPA's Unilateral Administrative Order.
Percent Time Assigned to Contract: 2%

Chad Johannesen, PG
Stormwater Regulatory Compliance

Mr. Johannesen has 19 years of experience in stormwater quality permit compliance; soil, surface water, and groundwater sampling; and operation and maintenance (O&M) of field instrumentation including physical measurements of precipitation, surface water, and groundwater. He has also performed well drilling and installation oversight; pump test analysis; soil, soil gas, surface water, and groundwater sampling; O&M of remedial pumping systems; and investigation-derived waste management.
Percent Time Assigned to Contract: 10%

T. Neil Blandford, PG
Expert Services

Mr. Blandford specializes in water supply investigations and water rights analysis, numerical modeling of groundwater flow and contaminant transport, groundwater planning, computation of the effects of groundwater pumping on surface water, hydrogeologic evaluations, wellhead protection area delineation and source water determination, well field design, and expert testimony in water rights cases.
Percent Time Assigned to Contract: 2%

Chase Stearnes, PE
Engineering

Mr. Stearnes is a registered PE whose experience includes regulatory compliance for public water systems and remediation sites, analysis and report writing, preparation of design plans and specifications, remediation system O&M, and water quality monitoring. He has assisted with annual reporting for the Griggs-Walnut Groundwater Plume Superfund Remediation project. He has supported water system improvements for the LRGPWWA and a preliminary engineering report for the City of Deming's water system. A Certified Water Supply Operator, Level 3, he coordinates drinking water operations and regulatory compliance for 12 public water systems in New Mexico and Arizona.
Percent Time Assigned to Contract: 30%

Nathan Arnold, EI
Engineering

Mr. Arnold is a registered engineering intern in civil engineering with a background in water resources, including water and wastewater system improvements, hydraulic modeling, and infrastructure design. He has experience in developing engineering estimates of probable construction costs, preliminary engineering reports, asset management plans, and construction documents. Mr. Arnold utilizes various programs for modeling and design, including Water CAD, InfoWater, InfoSewer, GIS technology, and AutoCAD Civil 3D.
Percent Time Assigned to Contract: 30%

Grace Herrmann, PE*
Engineering

Ms. Herrmann is an engineer who supports a wide variety of projects, including remediation, environmental compliance, safety engineering related to hazardous waste, water conservation, and solid waste. She currently co-manages and executes the annual reporting for the Griggs and Walnut Ground Water Plume Superfund site under the current On-Call Environmental Engineering Services contract.

*PE, pending Board approval

Ms. Herrmann's experience includes field coordination and monitoring of remedial systems, writing work plans for asbestos sampling and abatement projects, and assisting with design and permitting of municipal landfills. She also provides project management and construction observation services. Ms. Herrmann's background includes New York State Department of Health asbestos contractor/supervisor training and refreshers annually.
Percent Time Assigned to Contract: 10%

Christopher King, EI
Engineering

Mr. King is a registered engineering intern supporting a variety of projects, including municipal water and wastewater projects, landfill permitting and design, and stormwater management. His project experience ranges from design to construction observation and system operation. He specializes in engineering tools such as AutoCAD (including Civil 3D), EPANET, and HEC-RAS. He also has experience in the design and construction observation of stormwater infrastructure, having worked extensively on the Valencia Regional Landfill Stormwater Improvements Project.
Percent Time Assigned to Contract: 20%

Neven Matasovic, PhD, PE, GE
Geotechnical Engineering

Dr. Matasovic has over 35 years of experience with engineering design, analysis, permitting, and construction-related projects, including 30 years of experience with Brownfield investigations and landfills. His expertise includes direction of a wide range of site exploration and laboratory testing programs, interpretation of in-situ and laboratory testing results, waste settlement analyses, steady-state seepage analyses, and two- and three-dimensional slope stability assessments conducted in support of site closure and landfill liner and cover design in areas of high seismicity. He is a co-author of the EPA seismic design guidance for municipal solid waste landfills, the 11th Peck Lecture Paper: Pre-Design Geotechnical Investigation for the Operating Industries, Inc., Landfill Superfund site.
Percent Time Assigned to Contract: 2%

B. Principal Responsible for Administration

Gundar Peterson, PE
6020 Academy NE, Suite 100
Albuquerque, New Mexico 87109
(505) 263-2978
Registered PE No. 16038, New Mexico

List of Subcontractors

Parametrix

9600 San Mateo Boulevard NE
Albuquerque, New Mexico 87113
(505) 821-4700
Area of Responsibility: Surveying
Qualifications: Provides survey services throughout New Mexico.

Heatly Engineering

120 Vassar Dr SE, Suite 200
Albuquerque, NM 87106
(505) 705-1355
Area of Responsibility: Structural Engineering
Qualifications: Scott Heatly has over 30 years of experience in structural engineering and construction.

The Response Group

6705 Academy Road NE, Ste B
Albuquerque, NM 87109
(505) 323-7629
Area of Responsibility: Electrical Engineering
Qualifications: Provides electrical engineering and instrumentation and control design. DBS&A and TRG have worked together on many projects over the past 20 years.

Eurofins (formerly Hall Environmental Analysis Laboratory)

4901 Hawkins Street NE
Albuquerque, New Mexico 87109
(505) 345-3975
Area of Responsibility: Analytical/Laboratory
Qualifications: Certified by the National Environmental Laboratory Accreditation Program and the NMED. Has provided DBS&A with outstanding service and high-quality laboratory analysis for more than 10 years. Currently a subcontractor to the NMDOT providing laboratory services.

C. DBS&A Office Locations for this Contract

Albuquerque Office

6020 Academy Road NE, Suite 100,
Albuquerque, New Mexico 87109
Percentage of Work by this Office: >98%

Santa Barbara Office

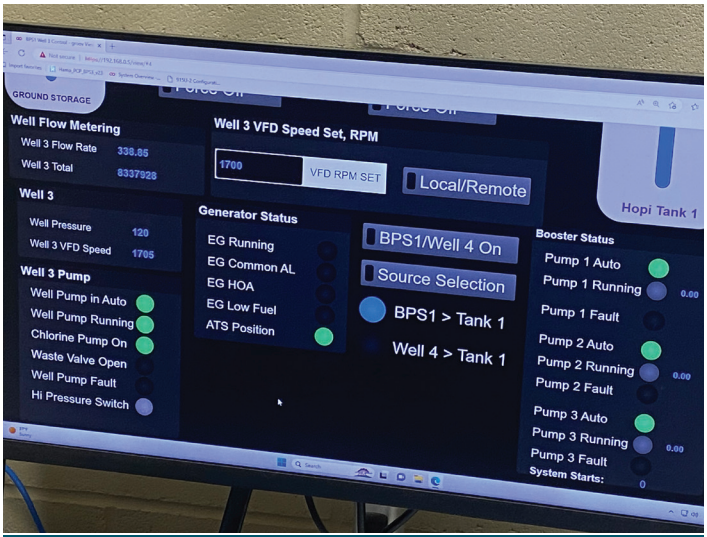
3916 State Street, Suite 1A
Santa Barbara, California 93105
Percentage of Work by this Office: <1%

Costa Mesa Office

3150 Bristol Street, Suite 210
Costa Mesa, California 92626
Percentage of Work by this Office: <1%

D. Professional Responsible for Work

Jennifer Hill, PE
6020 Academy NE, Suite 100
Albuquerque, New Mexico 87109
(505) 688-4201
Registered PE No. 19055, New Mexico



For the new Hopi Regional Water System, DBS&A worked with The Response Group who provided electrical and controls design, including SCADA.

3. Performance of the Firm

For nearly 40 years, DBS&A has performed engineering services for New Mexico communities to help them address water and wastewater supply development, treatment, and conveyance. DBS&A's Albuquerque headquarters is our largest office and includes a soils testing laboratory, which performs analyses of the hydraulic properties of soils in addition to standard geotechnical testing. Whether routine or complex, our solutions to engineering problems have consistently met or exceeded client goals and regulatory requirements. DBS&A has successfully completed multiple projects encompassing the wide range of services that may be needed by the City.

Similar Contracts

The following projects showcase our experience relevant to the scope of this RFP. All work was performed within budget, on schedule, and of quality to the satisfaction of the client. References are included with each project profile.

Albuquerque Bernalillo County Water Utility Authority On-Call

Albuquerque, New Mexico

DBS&A holds an on-call contract for Water and Wastewater Plant work for the Albuquerque Bernalillo County Water Utility Authority. Under this contract we updated record drawings for their Station 70 ferric chloride dosing station, which had been modified several times over the years without a comprehensive set of record drawings. We also provided construction services for the Large Scale Recharge project at the San Juan Chama Drinking Water Plant. Our portion of design of this project included one deep injection well and one shallower vadose zone well designed to recharge river water during low-demand times of the year for recovery in the future.

Contact: Diane Agnew, Water Rights Program Manager, ABCWUA; (505) 289-3008

On-Call Engineering Services for New Mexico State Parks

Statewide, New Mexico

The Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) needed engineering assistance for evaluation and design of water and wastewater systems serving the 35 state parks, including campgrounds.

One task order was for a feasibility study on composting toilets (CT). The CT study included a review of the various types of composting toilets; a survey of usage in the parks of neighboring states; recommendations for site built or manufacturer-built units; design criteria, plans, and specifications; development of an O&M manual; comparison of O&M costs for existing vault toilets versus CT use; and recommendations for waste disposal.

At the Pine Campground at Navajo Lake State Park, DBS&A prepared plans and specifications for upgrades to two lift stations and associated piping. The project also included permitting applications and reports for approval by the NMED, engineer's opinion of probable construction costs, and estimation of costs for construction management.

At Pancho Villa State Park in the Village of Columbus, DBS&A evaluated alternatives to collapsed and leaking septic tanks. The existing deteriorated systems prompted closure of comfort stations and the dump station. DBS&A examined alternatives for improvements, comparing replacement of septic and holding tanks to connection to the Village sewer system, on-site wastewater disposal with constructed wetlands for wastewater polishing and recreational

opportunities, and a new comprehensive wastewater collection system with off-site conveyance of wastewater. DBS&A is now providing design of the centralized wastewater collection system, abandonment of on-site disposal systems, and a lift station to pump wastewater to the Village sewer system. We will provide construction phase, and post-construction services.

Pancho Villa State Park

At the Cottonwood Campground at Navajo Lake State Park, DBS&A performed a hydrogeologic study, a geotechnical investigation, and design for a new surface water treatment system. We are preparing bid documents including plans and specifications and will assist with bidding services, permitting assistance, and construction management.

Septic tank systems at Villanueva State Park, City of Rocks and Bottomless Lake State Park needed evaluation and probable replacement. At Villanueva State Park, the system had been affected by roots from nearby cottonwood trees. At Bottomless Lakes State Park, leaks resulted in unpleasant odors to nearby residents, and a disposal field was suspected as being inadequate. In addition, septic tanks at the City of Rocks Visitor Center showed signs of sulfide corrosion. DBS&A conducted site visits, prepared evaluation reports and will provide final design of replacement systems, including permit applications to NMED's Liquid Waste Bureau.

Contact: Randolph Bayliss, Project Manager, EMNRD State Parks Division; (505) 670-0544

Hazardous Material Investigation Services On-Call

Statewide, New Mexico

DBS&A has supported the NMDOT for more than a decade, including an on-call contract for Hazardous Materials Investigation services throughout New Mexico. Services include Initial Site Assessments (ISAs), Preliminary Site Investigations (PSIs) and Detailed Site Investigations (DSIs), leaded paint and asbestos-containing building material (LP/ACBM) surveys and other related work required by the contract. Many of these services include passive and active soil gas surveys for the presence of volatile organic compounds, X-ray fluorescence (XRF) to determine the concentration of various metals within soil matrix samples, geoprobes to delineate soil and groundwater contamination, and the use of larger drilling rigs for the advancement of soil borings and installation of groundwater monitor wells. During oversight of asbestos abatement, ambient air monitoring is performed in compliance with Asbestos Hazard Emergency Response Act (AHERA) 40 CFR 763.90, in adjacent areas to determine effectiveness of environmental controls.

Representative projects include:

- ISA for three roadway corridors (NM 460, NM 478, and Elm Street) in Anthony
- DSI for US 64/US 550 Reconstruction Project in Bloomfield
- ISA and PSI for the Coors Boulevard Corridor Project in Albuquerque
- ISA for Paseo de Oñate Corridor in Española
- ISA for NM 14 (Cerrillos Road) Corridor in Santa Fe
- PSI and DSI for NM 68 in Taos
- Preliminary Initial Site Assessment for the I-40/McCarty's Interchange in Cibola County
- ISA, and Phase I and II ESA for the I-40/Coors Road Interchange in Albuquerque
- PSI for NM Highway 63 in Pecos
- Phase I ESA at the intersection with US 70 and US 285 and Oscura Road in Roswell

Contact: Larry Kemp, Project Manager, NMDOT; (505) 222-9565

Cost Proposal

As requested, costs have been included in a separate file. For this contract, the markup on subcontractors and supplies is set at 10 percent. This markup covers the administrative costs and potential liability associated with subcontracting work.

Conclusion

DBS&A values our relationship with Las Cruces Utilities and looks forward to continuing to support the City on a variety of projects from planning and analysis, through design and construction. Our capabilities in science and engineering, with a firm base in hydrogeology and a proven reputation in regulatory compliance, provide a unique set of skills that will benefit the City.

Under contract with Lea County, DBS&A designed a 40,000-gallon storage tank to provide additional water storage for the Mescalero Ridge Water Cooperative which serves Maljamar, New Mexico.

APPENDIX - REQUIRED FORMS

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Daniel B. Stephens & Associates, Inc.

6020 Academy NE, Suite 100

Albuquerque, NM 87109

Authorized Signature

Gundar Peterson, PE

Typed or Printed Name

Vice President

Title

gpeterson@geo-logic.com

Email Address

Telephone number 505-822-9400 Fax number 505-822-8877

NM Tax & Revenue Dept. CRS # 02-043602-00-5

Current NM Secretary of State Business ID # 1302736 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 95-4313020 (parent company, GeoLogic Associates) (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **DANIEL B STEPHENS & ASSOCIATES, INC.**

DBA: **DANIEL B STEPHENS & ASSOCIATES, INC.**
6020 ACADEMY RD NE STE 100
ALBUQUERQUE, NM 87109-3315

Expires: **11-Mar-2024**

Certificate Number:

L1772057008

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Daniel B. Stephens & Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

DANIEL B. STEPHENS & ASSOCIATES, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "E"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and HDR Engineering, Inc., of 1917 S 67th St, Omaha, NE, 68106, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	HDR Engineering, Inc. 1917 S 67th St Omaha, NE 68106 ATTENTION: Peter Brakenhoff

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

HDR ENGINEERING, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

Cost Proposal - Attachment C

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm HDR Engineering, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 325.00
2	Project Engineer/Project Manager	$ 305.00
3	Senior Engineer	$ 302.00
4	Design Engineer	$ 206.00
5	Engineer Intern	$ 140.00
6	Engineering Technician	$ 110.00
7	Drafting Technician	$ 121.00
8	Survey Crew**	$ Case by Case Basis
9	Construction Inspector/Observer	$ 223.00
10	Administrative/Clerical	$ 150.00
11	Field Testing and Investigations	$ Case by Case Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.15
16	Color Copies (per copy)	$ 0.75
17	Prints 24x36 (per sheet)	$ 2.00
18	Mylars 24x36 (per sheet)	$ 12.00
19	Photo Quality Plots (per plot)	$ 2.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Rate Schedule Assumptions & Clarifications

HDR provides the following assumptions and clarifications of our cost rate schedule:

1. Rates are subject to annual increase.
2. Rates do not include New Mexico Gross Receipts Tax.
3. Direct expenses to be invoiced at cost.
4. Sub-consultant fees to be determined on a task order basis and will be invoiced at cost plus 10% mark-up.

February 27
2024

Request for Proposal

Utilities Engineering Services Technical Proposal

City of Las Cruces RFP No. 23-24-052

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

HDR Engineering, Inc.

2155 Louisiana Blvd. NE, Suite 3000

Albuquerque, NM 87110

Authorized Signature

Christopher Rodriguez, PE

Typed or Printed Name

Albuquerque Principal Officer

Title

Christopher.Rodriguez@hdrinc.com

Email Address

Telephone number 505.830.5400 Fax number N/A

NM Tax & Revenue Dept. CRS # 02-154898006

Current NM Secretary of State Business ID # 1283654 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 47-0680568 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Evaluation Criteria No. 1 - Technical Approach

Since 1917, HDR Engineering, Inc. (HDR) has been delivering professional engineering services to clients around the globe, adding value to local communities, pushing boundaries, and uncovering new possibilities. We bring to the City of Las Cruces (the City) a full service team to support your program. HDR's team brings proven task order management processes to support the City to keep your program on schedule and budget. Our team brings a deep bench of in-house experts who can deliver multiple tasks simultaneously and at every stage of the project life cycle. Additionally, as necessary/directed, HDR can support the City with additional services beyond those identified. It is our intent to support your task orders out of our Albuquerque office supplemented by professional resources in the region.

HDR fundamentally believes that quick response and task order turnaround are essential for on-call task orders. Our ability to swiftly execute these tasks is underpinned by:

- Extensive in-house engineering service capabilities, reducing negotiation, startup, and external coordination time.
- A history of successfully collaborating with clients and associated stakeholders for successful project delivery.
- Comprehensive knowledge of all local, state, and federal regulations and standards relevant to professional design and construction services.
- An experienced team prioritizing high-quality, on-call deliverables with quick turnaround times.
- Familiarity with Las Cruces, as our Task Order Manager and various Team Members are from the area and/or attended New Mexico State University.
- In-house constructibility review and construction inspection/administration services.

HDR has been serving the New Mexico area successfully since 1985 providing engineering services that include the experience and disciplines identified in the Scope of Services outlined in the Request for Proposal (RFP). HDR offers a wide range of engineering services for multifaceted projects, including public utilities, transportation facilities, storm drains, parks, athletic fields, and building structures.

FOUNDED in 1917, HDR has

12,500+
Employees Worldwide

250+
Offices Globally

2023 ENR Top 500 Design Firms Rankings

No. 6 Top 20 in Design Firms
No. 5 Top 20 in Transportation
No. 5 Top 20 in Water
No. 6 Southwest Top Design Firms

Our in-house services, as requested in the RFP, include:

- Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
- Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
- Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer).
- Solid waste studies, landfill system design and analysis
- Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
- Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
- Project Management
- Construction Inspection

How HDR Will Perform the Services

HDR's team offers the City knowledge and experience to deliver high-quality services and deliverables through this on-call contract. Our technical team's practical expertise and competence will produce design solutions to meet the individual goals of each task order under this contract. Our experience on a variety of utilities and infrastructure projects allows us to develop a detailed approach to any given task. In addition, we use the following guidelines as a foundation when developing a task-specific approach:

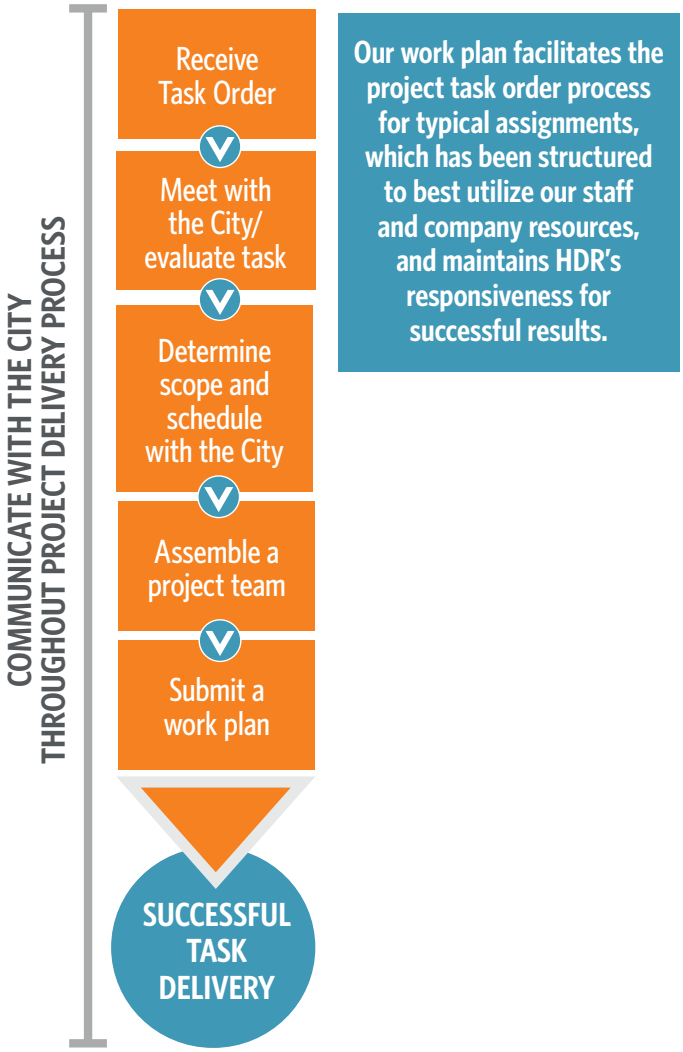
- Develop innovative and cost-effective solutions that enhance project benefits.
- Develop flexible and realistic solutions that can be phased to best utilize available funding resources.
- Provide a responsive, motivated, and experienced team of professionals that will perform individual tasks in a timely manner.

On-call tasks typically have condensed budgets and expedited schedules. We can accommodate these challenges because we have developed a work plan that is structured to utilize our staff and resources, both locally and nationally, to achieve a responsive and professional result for you.

Developing a proper work plan is critical to the success of your on-call engineering tasks. We are dedicated to meeting your expectations while maintaining the schedule and budget of your projects. Valuable knowledge has been gained through previous and current on-call tasks with state and local agencies that required

similar services. We have taken great care in developing an efficient management approach for this contract. Our approach provides:

- A primary point of contact, **Chris Rodriguez, PE** will be accountable and focused on technical competence, cost, and schedule control.
- Our **Task Order Manager, Gabe Alvarado, PE** will be responsible for managing all task orders and organizing the best team to meet the City's needs.
- Senior professionals independently responsible for quality control (immediately available to provide input and technical review for each required discipline).
- A flexible organizational work plan that can be refined and optimized based on actual contract requirements and task assignments.
- Constant and continuous communication, and collaboration with the City's staff.



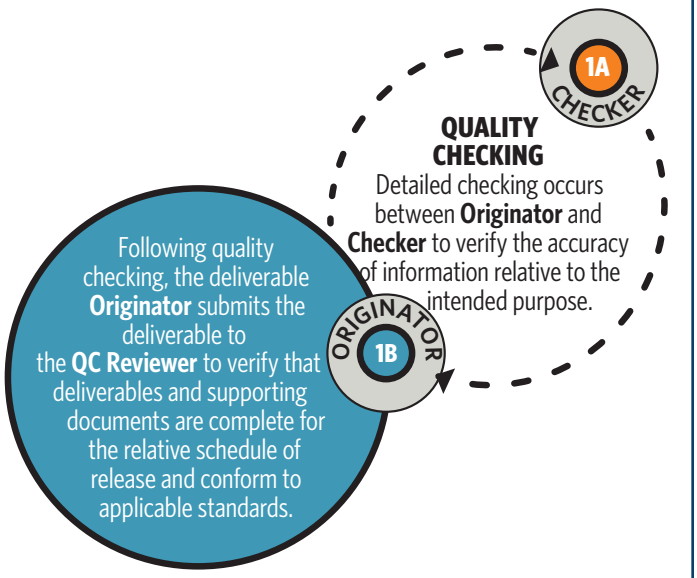
Our work plan facilitates the project task order process for typical assignments, which has been structured to best utilize our staff and company resources, and maintains HDR's responsiveness for successful results.

Integrated Quality Approach. Our goal is to set the industry benchmark for excellence by staying true to our purpose and exercising discipline in the services we provide to our clients. It is our policy to consistently provide professional services that satisfy statutory, regulatory, and technical requirements, and that meet or exceed your expectations. To achieve quality in our work, we have developed a QMS based on the fundamental principles and guidelines set forth by the ISO 9001:2015 series of international standards for quality management.

Integrated QMS Produces High-Level Results. Through an integrated QMS approach to quality, we focus on the stability and efficiency of feedback loops, and evaluate mechanisms to make sure our internal processes are meeting our business and client needs. **HDR has a strong history of providing quality services in the delivery of utility engineering contracts.** This is the result of understanding your standards and expectations, having consistent approaches and procedures on all of our projects, and taking pride in what we do. We recognize that adherence to schedule and budget for tasks is key to delivering this contract successfully. We have designated multiple key technical experts that will be called upon to provide extensive quality reviews, enabling us to consistently meet our schedules and budgets.

HDR team members will work closely with our **Task Order Manager Gabe Alvarado, PE,** to develop quality plans tailored to each separate task, facilitate proper coordination among team members, and oversee the accuracy and quality of deliverables. We will build our schedules with client expectations and quality in mind. Additionally, each quality lead will follow our internal QMS manual. They will be dedicated to checking for accuracy and verifying that deliverables meet your terms.

QC Review Process



Major Tasks to be Accomplished

For more than a century, HDR has partnered with clients to shape communities and push the boundaries of what is possible. Our engineering, architecture, environmental, and construction services bring an impressive breadth of knowledge to every project. Our optimistic approach to finding innovative solutions defined our past and drives our future.

HDR's Albuquerque office personnel have completed many utility infrastructure projects throughout the state of New Mexico. Our recent experience completing projects (see list below) for local communities, gives the HDR team a unique perspective for your utility engineering needs.

HDR'S extensive experience with various infrastructure tasks similar to your utility engineering contract. CLIENT	Project Management	Computer Network Analysis for Gas (Gas-Work), Water (InfoWater), and Wastewater (InfoSewer)	Design of Water, Wastewater, and Gas Utility Systems	Water Treatment	Wastewater Treatment	Groundwater Well Design	Master Planning	Land Use Permitting	NPDES & SWPPP Compliance	Electrical Design	Supervisory Control and Data Acquisition (SCADA)	Boundary/Easement Survey/SUE	Geotechnical Assessments	Environmental Surveys, Assessments Monitoring and Management	Construction Inspection
Village of Angel Fire	●	●	●		●				●	●	●	●	●		●
Bernalillo County	●	●	●					●				●	●	●	●
City of Albuquerque	●	●	●					●		●	●	●	●	●	●
Albuquerque Bernalillo County Water Utility Authority	●	●	●	●	●			●		●	●	●	●	●	●
Santa Fe County	●	●	●		●		●		●	●	●	●	●		
San Juan County	●	●	●		●		●	●	●	●	●	●	●	●	●
City of Carlsbad	●	●	●		●		●	●	●	●	●	●	●	●	●
City of Rio Rancho	●	●	●	●	●			●		●	●	●	●	●	●
City of Farmington	●	●	●	●	●		●	●	●	●	●	●	●	●	●
City of Roswell	●	●	●		●		●	●	●	●	●	●	●	●	●
City of Santa Fe	●	●	●		●		●	●	●	●	●	●	●	●	●
City of Santa Rosa	●		●		●				●	●	●	●	●	●	●
City of Tucumcari	●		●		●				●	●	●	●	●	●	●
City of Clovis	●	●	●				●					●	●	●	●
Town of Clayton	●		●							●	●	●	●	●	●
Village of Logan	●	●	●		●	●	●		●	●	●	●	●	●	●
Chugach Management Services, JV - Kirtland AFB	●	●	●				●					●	●	●	
Pueblo of Isleta	●		●						●	●	●	●	●	●	●
Glorieta MDWCA	●	●	●		●	●	●			●	●	●			
Eldorado Area Water and Sanitation District	●	●	●		●		●		●						
New Mexico Gas Company		●	●												

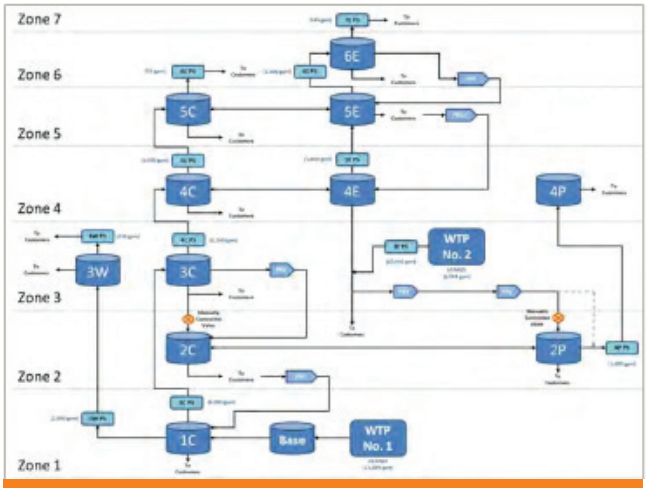
Detailed statement of services provided under each task

HDR is a full-service and multidisciplinary Architectural / Engineering firm with extensive in-house resources and capability to complete any type of utilities, transportation, drainage or facilities project. The City will benefit from HDR's proven track record of responding quickly and effectively with innovative and creative solutions to any type of engineering need while staying on schedule and within budget. We have organized a project team with unmatched expertise to provide the City with innovative, technically feasible, cost-effective, and practical solutions to all the professional services listed in the RFP. We will leverage our planning, design, and construction experience to work collaboratively with the City and deliver the projects with efficiency and consistency, ultimately resulting in time and cost savings.

Scope of Services:

Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.

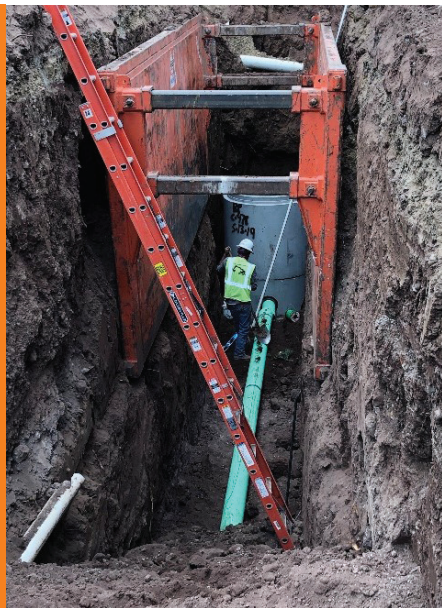
HDR maintains technical proficiency in virtually all widely used computer models for water and wastewater systems, including InfoWater, H2ONet, H2OMap, WaterCAD, WaterGEMS, SewerGEMS, HYDRA, InfoSWMM, InfoWorks, MikeUrban, XP-SWMM, and many others. As a policy, we do not have a proprietary interest in any model, preferring to use the tools that our clients prefer. HDR also uses state-of-the-art GIS tools and analysis to support hydraulic modeling and master planning efforts, verifying accurate results. Our approach allows us to provide comprehensive and unbiased modeling expertise to our clients, ensuring that we deliver the most effective solutions for their specific needs.



City of Farmington Water System Hydraulic Schematic

HDR's local Albuquerque office personnel have completed numerous successful water, wastewater, and reclaimed water infrastructure projects throughout the State of New Mexico with the same project elements as this on-call contract including water storage, water and wastewater conveyance, and water and wastewater treatment, and pumping. Our recent experience completing utilities and infrastructure master planning and design projects for numerous local communities gives the HDR team a unique perspective for the on-call contract.

HDR, in coordination with The Village of Angel Fire, provided drainage design and construction plans for over three miles of roadway in challenging terrain. HDR's team of experts was able to develop cross culverts, storm drain network and erosion projection elements that met the challenge of conveying storm water without adversely impacting local residents or businesses.



HDR has unmatched WTP plant engineering expertise which extends from completing paper studies and bench-scale research through coordinated pilot testing programs, full-scale facility evaluation, and final design. Our engineers have successfully designed greenfield plants and have completed rehabilitation and/or upgrades of existing WTP facilities to meet our clients' needs. HDR has completed numerous water treatment projects, including multiple projects in New Mexico and across the nation.

Our in-depth knowledge of wastewater systems includes all aspects of wastewater collection, conveyance, and treatment including experience with different types of wastewater collection systems such as conventional gravity sewers, low-pressure sewers, vacuum sewers and various types of sewage lift stations and force main systems. HDR's wastewater treatment experience includes completing evaluation and/or design for more than 20 wastewater treatment plants/facilities (WWTPs/WWTFs) in New Mexico. We have designed facilities ranging in size from 0.65 mgd to 75 mgd for clients such as Albuquerque Bernalillo County Water Utility Authority, City of Rio Rancho, City of Roswell, City of Farmington, and the City of Santa Fe. Our prior wastewater treatment projects have allowed our New Mexico clients to meet strict NPDES requirements and keep these facilities compliant for years to come.

Led by **Karthik Chandrasekaran, PE,** our team has experience in planning and designing modern SCADA and process control systems (PCS), leveraging current and emerging technology to optimize operations and promote secure data sharing and management. With a diverse background in SCADA, master planning, design, construction, and system integration, we bring a unique perspective to all project phases, enabling proactive recognition of challenges and solutions to mitigate risks. Advances in technology and evolving business needs necessitate continuous upgrades of control systems. HDR ensures detailed planning and seamless implementation to support your operational and maintenance needs, keeping your systems up-to-date and functioning optimally.

Central Wyoming Regional Water System
SCADA System Upgrade at Water Treatment Plant

Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)

Led by **Oscar Junguitud, PE**, HDR's electrical engineering team has extensive experience in a wide range of water/wastewater utility and infrastructure projects, including groundwater wells, booster pump stations, lift stations, and treatment facilities. Our engineers add value to various building types, from academic campuses to mission-critical facilities, with their expertise in electrical system design. We provide reliable designs for power distribution, standby power, and Uninterruptible Power Supply (UPS) systems, and conduct short circuit analysis, coordination studies, and arc flash calculations using the latest software. HDR's electrical design staff also excel in sustainable design, incorporating emerging technologies like photovoltaics and LED lighting to exceed minimum energy codes.

Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer).

Comprehensive and Unbiased Modeling Expertise - HDR maintains technical proficiency in virtually all widely used computer models for water and wastewater systems and can verify that the City is using the latest software version.

Solid waste studies, landfill system design and analysis

At HDR, we recognize that waste management is not a one-size-fits-all industry and that textbook solutions don't always work. We listen first and partner with you to tailor our solutions and project teams to your specific needs. Led by **Andrea Ramirez, PE,** our team will work with you to manage waste as a resource, taking a fresh approach to achieve your goals, whether it's developing a zero waste strategy or implementing robust resource recovery processes. Our Integrated Waste Management Services include planning, waste transfer and processing facilities, energy from waste and conversion technologies, organics management, landfill services, permitting, environmental remediation, strategic consulting, and public involvement. With HDR, you can be confident that your waste management goals will be met with innovative and sustainable solutions.

Scottsdale Solid Waste Transfer Station

Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City

HDR is well-versed in the environmental requirements, procedures, and documentation necessary for the City's federally funded projects, verifying compliance with NEPA regulations. Our expertise extends to permitting under Section 404 and 401 of the Clean Water Act, Endangered Species Act compliance, cultural resources documentation, and Section 4(f) of the Department of Transportation Act. **Audrey Unger, PMP,** with over 20 years of experience in NEPA, will lead HDR's Environmental Investigations and Documentation. Currently responsible for quality control of all environmental documents on HDR's New Mexico projects, Audrey has a strong understanding of the City's requirements, verifying that our environmental services are executed with precision and expertise.

The HDR team also includes **Acme Environmental** to provide staff for the completion of environmental surveys and assessments related to indoor air quality, asbestos, mold and other hazardous materials.

Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City

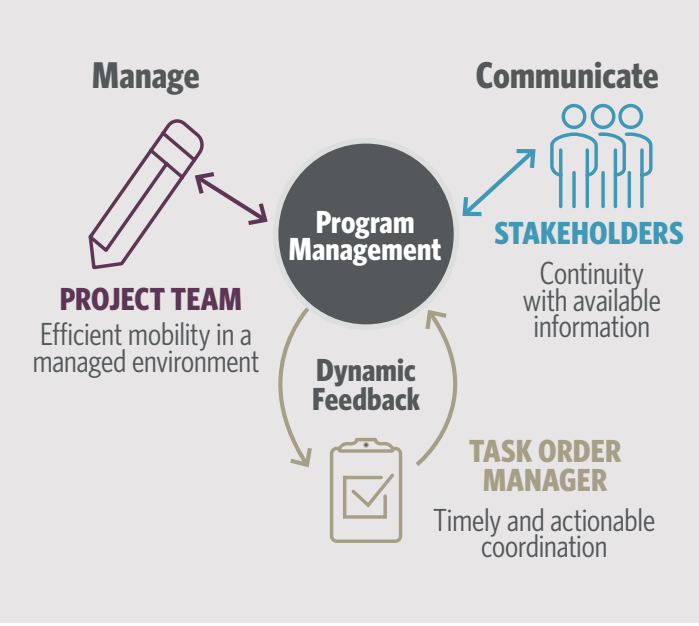
HDR will work with our sub-consultant, **Terracon Consultants, Inc. (Terracon),** to address the City's geotechnical assessment needs. Terracon's geotechnical engineers specialize in developing comprehensive assessment and evaluation programs that provide dependable design and construction recommendations.

HDR provides sound, innovative, and cost-effective groundwater supply solutions to a diverse array of water supply challenges across the nation for municipal and industrial clients. Our team members can perform comprehensive analyses to understand the subsurface environment and groundwater — surface water interaction as necessary for environmental protection.

Project Management

HDR's Project Management Plan (PMP) integrates all the components of a successful work plan to achieve consistency of deliverables that meet your schedule and budget. Our management team has the experience, tools, and techniques to not only monitor and control the work, but also clearly communicate status and progress to our clients.

Prior to beginning work on any task order, HDR's Task Order Manager will complete development of the PMP. The PMP is transmitted to all team members for an efficient start to the project and will provide team members with information related to the scope, budget and schedule for the task order to be completed.



Construction Inspection

Led by **Chris Sanchez,** HDR will provide comprehensive construction inspection services for the City, verifying that projects are built in accordance with design specifications, quality standards, and regulatory requirements. Our services include quality assurance and control, regular site inspections, testing and verification of materials, documentation and reporting, issue resolution, change order management, safety oversight, and final inspection and punch list development. With extensive experience in construction inspection, our team of certified inspectors and construction professionals is skilled in ensuring that projects are completed in compliance with all specifications and standards.

Additional Services:

Standard Drawings. This on-call contract may be utilized to prepare and update the City's standard drawings. These types of drawings standardize fabrication, installation, and construction methods for specific items of work, which also complement the contract documents and standard specifications. Our extensive knowledge allows us to perform modifications when necessary to bring the drawings up to current standards. HDR's thorough understanding enables us to provide services to develop standard drawings for every situation.

Develop and Review Specifications. HDR has a proven history of developing construction specifications for many clients. These construction specifications range from fairly simplistic to extremely advanced. HDR has the breadth and depth of expertise to assist the City with specifications that cover the disciplines of water, wastewater, natural gas, solid waste, and any other utility engineering services.

Public Involvement/Strategic Communications. We are prepared to provide professional community relations and public involvement services including preparing and implementing outreach and engagement strategies and plans, and developing publications (e.g., fact sheets and newsletters), websites, videos, graphics and presentation materials, online surveys or other interactive web-based tools, meeting notifications, presentations, social media, social media monitoring, and outreach documentation and summary reports.

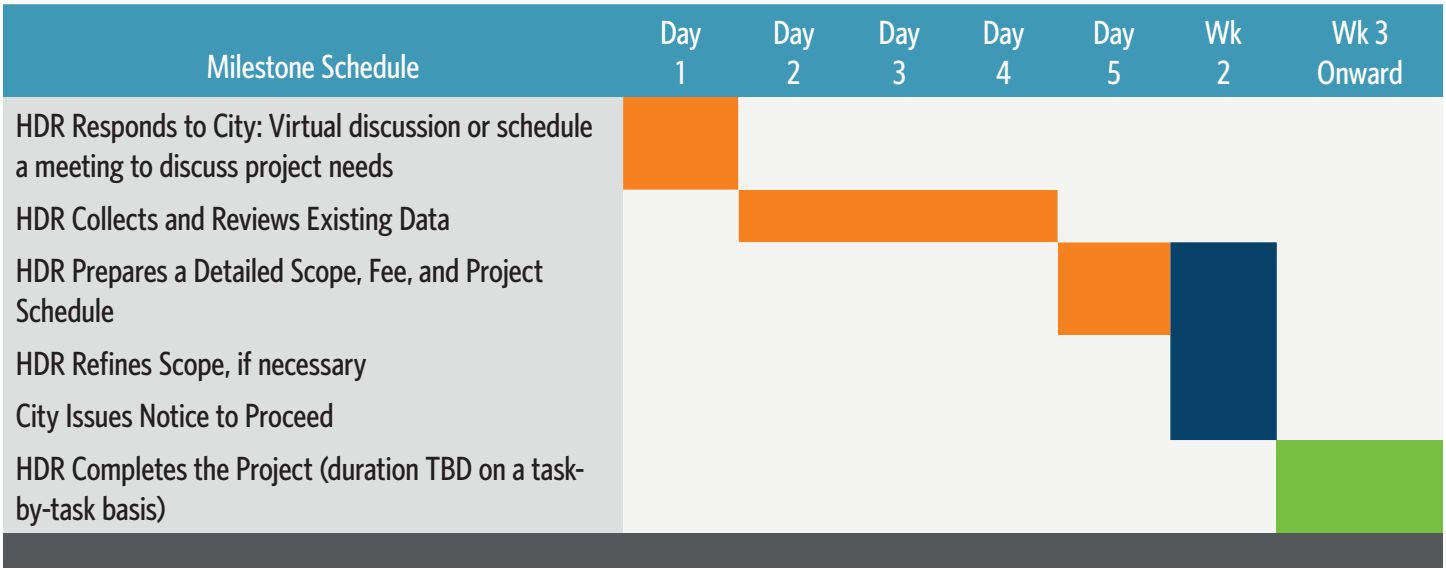
Typical Project Schedule/Timeline

Internally, our project managers and design teams utilize two valuable tools to meet project schedules:

Work Plan. A program used to schedule staff, as well as QA/QC reviews (as discussed on page 2) and client deliverables. This tool helps project managers identify which staff are available far in advance, so that staff can be adjusted as needed.

Engaged Management Team. Our most powerful project management tool is our vast pool of management staff available to assist project teams in identifying critical paths for successfully meeting project schedules. Technical leaders from across the country work with project managers to make sure they have adequate resources and reviewers to supply you with quality deliverables on time. HDR develops solutions that support the growing needs of the City and the market you serve.

When contacted by the City, our mission is to act immediately and mobilize quickly to produce products that efficiently, effectively, and appropriately meet the needs of the project. We will provide a detailed schedule for each task order that is assigned. The sample bar chart below illustrates our response time and scope of fee development.



We understand the importance of meeting project schedules.

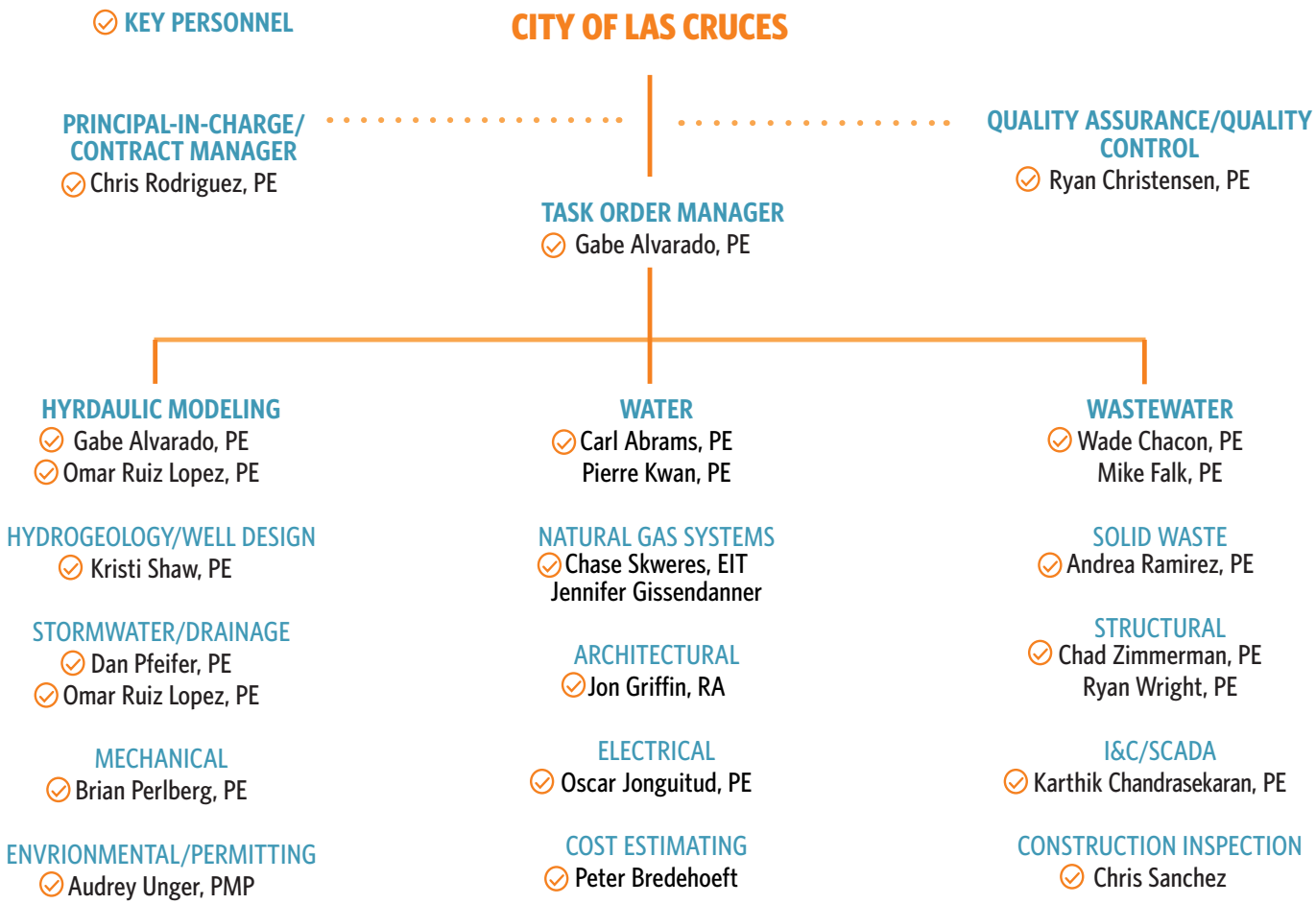
The capacity to accomplish work in a strict time frame requires strong and experienced leaders backed by skilled team members. Our personnel are dedicated to providing sufficient time and effort to produce a quality product. With this in mind, our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration. We follow well established and time proven procedures to manage our project work and have assembled a strong team that is available to begin work upon Notice-to-Proceed. You can rely on us to successfully deliver the City's projects.

Evaluation Criteria No. 2 - Qualifications/Competence

We believe that making a difference begins with selecting the right people with proven expertise, who have a shared purpose and the enthusiasm to realize your vision. We offer an integrated team that consists of highly qualified professionals. Our collective history, expertise, and knowledge allows us to identify and mitigate risks; reduce the unknowns; develop cost-effective solutions; bring efficiency relative to schedule and budget; and, most importantly, meet and exceed the City's goals, creating the "best value" team.

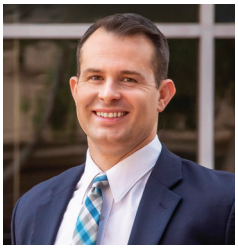
HDR's proposed **Project Principal, Chris Rodriguez, PE**, will lead the project team from our Albuquerque office. Chris is the managing principal in HDR's Albuquerque office, and has recently successfully managed similar contracts and projects. Our **Task Order Manager, Gabe Alvarado, PE** possesses effective project management and communication skills, and his hands-on design and construction experience will lead the HDR team in expediting task orders and producing accurate and quality deliverables.

HDR team members have been specifically selected to provide the City with a qualified and capable team that meets the specific challenges identified in the RFP. Team members and assigned roles are shown in the organizational chart below. The following pages include short bios and the percent of time our key staff will be assigned to each project.



Chris Rodriguez, PE, NM No. 16239
Project Principal/Contract Manager - 25%
Chris has 29 years of experience associated with water and wastewater systems, soil and groundwater remediation, landfill systems, site grading and surface hydrology, and regulatory compliance. He has served as HDR's project manager and project principal for many utility engineering projects across the state, including for City of Roswell, City of Rio Rancho, Santa Fe County and Village of Ruidoso.

Gabe Alvarado, PE, NM No. 17297
Task Order Manager/Hydraulic Modeling - 35%
Gabe Alvarado is the Utility Management System Business Class Manager for HDR's Albuquerque office. He has over 25 years of experience in the planning, analysis, and design of water distribution systems and wastewater collection systems including projects throughout New Mexico. Previous projects have included the completion of hydraulic modeling, technical reports, preliminary design reports, plan and profile drawings, mechanical drawings, specifications and contract documents, cost estimating, and project scheduling.



Ryan Christensen, PE, LEED AP, AZ No.41186
Quality Assurance/Quality Control - 5%
Ryan has 21 years of experience in project management, planning, design, and construction management of water, wastewater and reclaimed projects. His experience includes a variety of projects ranging from planning, engineering, and permitting of pump stations, wells, lift stations, force mains, water mains, sewer mains, water treatment plants, and reservoirs. He has a wealth of experience overseeing quality control, managing sub-consultants, and providing oversight and construction management on the client's behalf.

Carl Abrams, PE, NM No.13167
Water - 25%
Carl has 34 years of experience in the design and construction oversight of solid waste facilities, water and wastewater treatment and conveyance systems, assessment and remediation of water and soils, on-site septic systems, and site grading and development. He also has extensive experience with the preparation of contract documents, including plans, specifications, bid documents, and record drawings.

Wade Chacon, PE, NM No.17857
Wastewater - 25%
Wade has 26 years of experience completing evaluation and design of water and wastewater systems including: wastewater treatment facilities, gravity, low pressure and vacuum sewer collection systems, sanitary sewer lift stations, odor control stations, and water distribution, transmission and storage tanks. His design experience includes project management, preliminary engineering reports, mechanical process design, site civil design, project scheduling and cost estimating, and construction administration services.

Dan Pfeifer, PE, NM No.24053
Stormwater/Drainage - 20%
Dan has 15 years of experience in bridge hydraulics, scour analysis, stream restoration, floodplain modeling, and on-site/off-site civil design. He has proficient knowledge of New Mexico design standards and provides direction and leadership on complex hydrologic and hydraulic assessments throughout the state.

Omar Ruiz Lopez, PE, NM No. 26658
Hydraulic Modeling/Stormwater & Drainage - 35%
Omar has over 13 years of experience consisting of drainage disciplines including hydrologic analysis, 1-D/2-D hydraulic modeling, scour mitigation design, field surveying, and construction observation. Previous experience includes transportation drainage design and outlet protection design. He has become proficient in the following computer modeling programs to analyze hydrologic conditions and hydraulic structures; SRH2-D, AutoCAD, Civil3D, StormCAD, HY8, ArcGIS Pro/ArcGISMAP and other programs that help with modeling and design.

Kristi Shaw, PE, TX No. 93962
Hydrogeology/Well Design - 20%
Kristi has over 27 years of experience in water supply planning. Her experience is in strategic water supply development, with emphasis on regional water planning, conjunctive use management for supply sustainability and reliability, water conservation, aquifer storage and recovery, groundwater protection and modeling, and groundwater and surface water interaction. She has conducted numerous groundwater supply analyses in Texas as well as seven other states in the U.S. (California, Idaho, Nebraska, Nevada, New Jersey, New Mexico and Oklahoma).

Andrea Ramirez, PE, ENV SP, AZ No. 72222
Solid Waste - 20%
Andrea has 17 years of experience supporting clients on a variety of planning, design, and compliance projects for both waste disposal and waste diversion programs. She has performed feasibility studies, site evaluations, conceptual site designs, permitting, and master planning for an assortment of waste management and diversion facilities, including composting facilities, transfer stations, resource recovery parks, anaerobic digesters and other alternative energy facilities.

Jon Griffin, RA, AZ No. 36304
Architect - 20%
Jon has more than 32 years of experience providing services for project planning, programming, design, team coordination, consultant coordination, document production, specifications writing, and construction administration, and has extensive experience building client relationships and conducting presentations to government agencies. Experience covers the full spectrum of project tasks from design develop through construction administration.

Chad Zimmerman, PE, NM No. 23995
Structural - 20%
Chad has 19 years of experience that includes industrial type projects such as mechanical and equipment buildings, warehouses and water/wastewater plants. He has specific design experience in retaining wall design, water bearing structures, construction administration, inspecting placement of reinforcement for concrete structures, concrete building design for above and below-grade buildings, building design in high wind zone regions, building design in moderate seismic zones, steel and concrete moment frames and steel concentrically braced frames for new buildings, and finite element analysis modeling for concrete foundations and walls.

Oscar Jonguitud, PE, NM No. 25469
Electrical - 20%
Oscar has 12 years of experience in design and construction in the water, wastewater and power generation industry. His experience includes electrical design and construction of water and wastewater treatment facilities, solar farms, pump stations and water distribution networks. This includes medium and low voltage power distribution system design.

Karthik Chandrasekaran, PE, AZ No. 54857
I&C/SCADA - 20%
Karthik has 15 years of experience as an I&C engineer. His experience includes I&C system design, PLC/human machine interface (HMI) programming, startup, and commissioning for a variety of pump stations, de-watering systems, tailings delivery, crush, and convey systems. His responsibilities include development of P&IDs, loop diagrams, control loop description, specification of instrumentation, design of Control Panel, and Systems Integration. He has acquired a vital combination of hands-on field experience and detail oriented technical knowledge to deliver a robust control system efficiently.

Chase Skweres, EIT
Natural Gas Systems - 20%
Chase has five years of experience in the industry where he has provided engineering analysis, design, and coordination of oil and gas pipelines as well as mechanical and process engineering for gas compressor stations. His project experience includes the design of multiple natural gas engine and turbine driven compressor station projects, an offshore natural gas meter station, the recommissioning of a solution mining salt cavern system for natural gas storage, and multiple natural gas pipeline projects.

Audrey Unger, PMP, No. 1322755
Environmental/Permitting - 20%
Audrey has over 20 years of experience on National Environmental Policy Act (NEPA) projects throughout the Southwest. Audrey has prepared well over 100 categorical exclusions, several environmental assessments (EA), including EAs for DOTs on tribal lands, and a few environmental impact statements. In addition to NEPA, Audrey understands other federal, state, and local environmental policies, procedures, and regulations including Section 4(f) of the USDOT Act, Endangered Species Act, Clean Water Act; and Section 106 of the National Historic Preservation Act Consensus.

Brian Perlberg, PE, NM No. 23176
Mechanical - 20%
Brian is an accomplished project manager and lead mechanical engineer for projects ranging from $500,000 to $270 million in construction budget. He has 22 years of experience in a wide variety of building types including education, healthcare, government, higher education, mission critical, laboratory, correctional and commercial. Brian has experience in working under a variety of project delivery methods including accelerated delivery, design-build and multiple-package projects.

Peter Bredehoeft, CEP, AACE No. 4
Cost Estimating - 5%
Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends. He has extensive program management experience (5 to 15 major programs) on large capital improvement programs.

Chris Sanchez
Construction Inspection - 25%
Chris has 18 years in construction inspection, field office management, and construction surveying for roadway, water distribution, drainage, structures, and environmental projects. He performs and verifies field tests such as density testing and concrete testing, performs various lab tests and materials sampling, verifies traffic control placement, oversees placement and testing of intersection signalization (including all electrical), inspects seeding and fence placement.

PRINCIPAL OFFICER/OFFICE LOCATION

Depending on the specific task, we anticipate that the majority of the work performed under this contract will be conducted in the State of NM by HDR, a business licensed and operating in Albuquerque, NM, with support of professional technical expertise as needed from other HDR offices including our sub-consultants. Our **Principal Officer is Chris Rodriguez, PE NM No. 16239** will be responsible for administration of the contract. His contact information and office location are listed below:

2155 Louisiana Boulevard NE, Suite 3000
Albuquerque, NM 87110
505.830.5400

SUB-CONSULTANTS

We have augmented our team with key sub-consultants based on their technical skills, our prior experience working together as a team, and our history of successfully completing projects.

ACME Environmental

Indoor Air Quality/Asbestos/Mold
3816 Carlisle NE Albuquerque, NM 87107
505.433.4461

ACME Environmental, Inc. provides comprehensive environmental, safety and health consulting services. These services include industrial hygiene and safety consultation, asbestos, lead, and mold investigation, project design and contractor oversight. All of ACME's consulting activities are performed under the supervision of a Qualified Industrial Hygienist.

COBB, FENDLEY & ASSOCIATES (COBBFENDLEY)

Surveying & Mapping, Subsurface Utilities Engineering (SUE)
3820 Academy Pkwy. North NE Albuquerque, NM 87109 505.508.0786

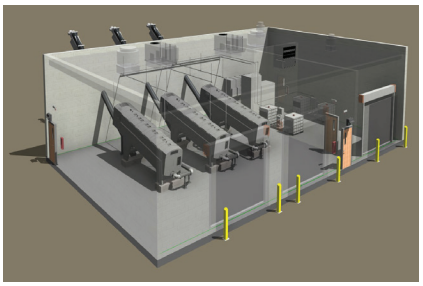
CobbFendley will be responsible for the survey, mapping, ROW, and property ownership research on this project. They are a multi-disciplined firm of over 600 professionals established in 1980 and located in Albuquerque, NM. In their 43-year history, the firm has successfully completed thousands of surveys for public and private sector clients, including boundary, topographic, engineering design, and utility surveys.

TERRACON CONSULTANTS, INC. (TERRACON)

Geotechnical Services
4450 Bataan Memorial East Las Cruces, NM 88011 575.527.1700

Terracon, an employee-owned company, provides geotechnical, environmental, facilities engineering, and construction materials testing services to public and private entities throughout the U.S. They place a strong emphasis on the development and application of new geotechnical technologies. Terracon has completed geotechnical work for HDR projects throughout the Southwest and has established an effective working relationship.

Evaluation Criteria No. 3 - Performance of the Firm



City of Roswell, Engineering/ Architectural On-Call Contract

Roswell, New Mexico

REFERENCE:
Louis Najar, PE City Engineer
City of Roswell, NM
575.637.6281
l.najar@roswell-nm.gov

WWTP Solids Handling Facility (Photo)
HDR is completing engineering services for the proposed de-watering facility that includes two new screw presses, polymer feed systems, and other improvements. HDR completed development of drawings and technical specifications for civil, structural, architectural, process, HVAC, plumbing, electrical, and instrumentation and control.

Edgewood Waterline Replacement Phase 1 and 2
HDR completed final design for the replacement of approximately 14,000 LF of existing 4-inch, 6-inch, 8-inch, 10-inch, and 36-inch waterlines to improve the capacity of the water system along various streets near Edgewood Avenue in the City of Roswell.

Water System Master Plan
The water system master plan included an evaluation of the system to identify the improvements needed to support future growth and expansion of the City based on a 20-year planning horizon. The results of the evaluation completed were documented as a part of the water system master plan report.

City of Las Vegas, NM WTP Planning, Design, & Construction Engineering

Las Vegas, New Mexico

REFERENCE:
Maria Gilvarry, Utilities Director
City of Las Vegas, NM
505.454.3832
Gilvarrym@lasvegasnm.gov

Post-Fire WTP Emergency Support Services (Photo)
The Hermits Peak and Calf Canyon fires began in April 2022 in the Pecos Wilderness of the Santa Fe National Forest in an area northwest of the City of Las Vegas, NM. HDR provided professional engineering services on an as-needed basis in support of the City's emergency fire response for the City's WTP

Storrie Lake Pre-Treatment/Sediment Removal Facility
HDR is providing professional engineering services to Las Vegas for the evaluation, design, and permitting through the NMED for a new pretreatment/sediment removal system to be installed at Storrie Lake to replace the temporary pretreatment system.

WTP Facility Plan/Preliminary Engineering Report (PER)
HDR will complete the development of a Facility Plan / PER for the WTP to document and evaluate treatment technologies for a new WTP. The new WTP will include state-of-the-art water treatment processes to provide multiple barriers and effective removal of contaminants so the community receives drinking water that will meet or exceed state and federal drinking water standards.

City of Rio Rancho On-Call Engineering Services for Utilities Department

Rio Rancho, New Mexico

REFERENCE:
Jim Chiasson, PE Utilities Director
City of Rio Rancho - Utilities Department
505.896.8736
jchiasson@rrnm.gov

WWTP No. 6 Improvements (Photo)
The City of Rio Rancho WWTP No. 6 utilizes a membrane bioreactor (MBR) treatment process required an expansion to treat additional flows from a nearby WWTP which was decommissioned. HDR provided professional engineering services to increase the treatment capacity of the existing biological process train from 1.2 mgd to 1.8 mgd and for other improvements to the existing WWTP No. 6.

City Center Looped Waterline
The City of Rio Rancho issued a task order under the utilities on-call to complete the design of approximately 25,000 LF of water transmission line to connect the City Center Tank to Tank 15 North to create a looped water system. Design is scheduled to be completed by Spring of 2024 and construction is anticipated to occur in 2024.

WWTP No. 5 Headworks Improvements
The City of Rio Rancho WWTP No. 5 utilizes a membrane bioreactor (MBR) treatment process and the City was in need to replace the existing headworks screens due to mechanical failures. The City issued a task order under the utilities on-call for design and construction services for the proposed improvements.

New Mexico Resident Preference Notice

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **HDR ENGINEERING INC**

DBA: **HDR ENGINEERING INC**
8404 INDIAN HILLS DR
OMAHA, NE 68114-4049

Expires: **18-Mar-2024**

Certificate Number:

L1785399728

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

2155 Louisiana Blvd NE. Ste. 3000
Albuquerque, NM 87110
505.830.5400
hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

© 2024 HDR, Inc., all rights reserved.

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and HDR Engineering, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

HDR ENGINEERING, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "F"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Jacobs Engineering Group, Inc., of 3721 Rutledge Rd NE, Ste B-1, Albuquerque, NM, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Jacobs Engineering Group, Inc. 3721 Rutledge Rd NE, Ste B-1 Albuquerque, NM 87109 ATTENTION: Robert Fowlie

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

JACOBS ENGINEERING GROUP, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C - COST PROPOSAL FORM RFP 23-24-052 - Utility Engineering Services

(NOTE: This form shall not be modified in any way)

Consulting Firm Jacobs Engineering Group Inc.

ITEM	DIRECT LABOR/CLASSIFICATION[1]	HOURLY RATE*
1	Principal Engineer/Principal Technologist	$ 270.00
a	Sr. Project Manager, Sr. Technologist	$ 250.00
2	Project Engineer/Project Manager	$ 230.00
3	Senior Engineer	$ 220.00
4	Design Engineer 3	$ 210.00
4	Design Engineer 2	$ 190.00
4	Design Engineer 1	$ 175.00
b	Associate Engineer	$ 150.00
c	Staff Engineer 2	$ 130.00
d	Staff Engineer 1	$ 115.00
5	Engineer Intern	$ 110.00
6	Engineering Technician	$ 150.00
7	Drafting Technician	$ 135.00
8	Survey Crew**	Costs developed based on TO
9	Construction Inspector/Observor	$ 140.00
10	Administrative/Clerical	$ 115.00
11	Field Testing and Investigations	Costs developed based on TO
		PERCENT MARKUP
12	Subcontractor Cost Markup	10%
ITEM	**MATERIALS/REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (Per day) - Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)[2]	see note 2 below
16	Color Copies (per copy)[2]	see note 2 below
17	Prints 24X36 (per sheet)[2]	see note 2 below
18	Mylars 24X36 (per sheet)[2]	see note 2 below
19	Photo Quality Plots (per plot)[2]	see note 2 below
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

[1] Items denoted by letter are Direct Labor/Classifications in addition to the classifications included in the RFP.

[2] There is no cost for reproduction services unless City requires large reproduction projects such as numerous sets of plans and specifications. Large reproduction services will be included in task negotiations and approved by the City prior to executing the

** Rates are to include all overhead costs and all assessment expenses*

*** Survey Crew Rates are to include GPS and Total Station Equipment*

Notes:
1. Detailed man hour estimates are required for T&M Contracts and are to utilize corresponding rates.
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Proposal for

Utilities Engineering Services

RFP NO.: 23-24-052

Submitted to

City of Las Cruces

February 2024

Jacobs

Jacobs

Jacobs
3721 Rutledge RD. NE
Suite B-1
Albuquerque, NM 87109
Tel. 505.884.5600

www.jacobs.com

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, New Mexico 88001

Submittal via Email to: bidclerk@las-cruces.org

Subject: RFP NO.: 23-24-052, Utilities Engineering Services

Dear Selection Committee Members:

The Utilities Engineering Services contract reflects the City of Las Cruces' commitment to proactively manage public utilities and maintain a high level of service to customers and residents. Jacobs has been providing high-quality utilities engineering services for the City for 19 years. We recently delivered the LCU 2023 Utilities Integrated Master Plan, and we have completed studies and designs for improvements at the Jacob A. Hands Wastewater Treatment Facility. We've demonstrated a proven track record of completing projects on schedule and on budget. Our team provides the following benefits:

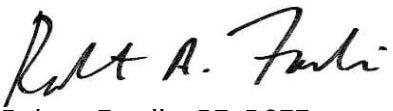
- An integrated team approach led by Robert Fowlie, PE, BCEE, Principal Engineer, who has successfully managed previous City projects since 2013.
- Local in-depth expertise and broad resources to meet anticipated requirements, as well as an efficient management approach that can meet quality, schedule, and budget requirements.
- Cost savings derived from Jacob's technical expertise, upfront and continuous coordination, and thorough knowledge of the water, wastewater, and gas systems.
- A proven approach to providing utility engineering services that Jacobs has used successfully on other projects.

The Jacobs team comprises experienced staff and expert resources located in New Mexico and El Paso to assist the City in providing utility engineering services in support of the City's needs. We have structured a team that reflects our breadth of experience on similar projects, our local knowledge, and our solid commitment to successful project delivery.

We look forward to the opportunity to continue our commitment to the City of Las Cruces. Jacobs and the City have successfully negotiated mutually beneficial Professional Services Agreements (PSA) in prior years and look forward to negotiating a successful PSA for the 2024 Utility Engineering Services on-call contract, including reasonable compensation, indemnity, insurance, and standard of care provisions. We would also like to mention there seem to be some inconsistencies in the insurance provisions between the RFP and sample Agreement and are going to assume the terms in the Agreement will prevail.

We acknowledge receipt of Addendum No. 1, dated February 20, 2024, and Addendum No. 2, dated February 23, 2024. If you have any questions or require additional information regarding our approach or qualifications, please call me at 505-548-0661 or via email at Robert.Fowlie@jacobs.com.

Sincerely,
Jacobs Engineering Group, Inc.



Robert Fowlie, PE, BCEE
Vice President/Principal Engineer

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 and 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Jacobs Engineering Group Inc.

3721 Rutledge Rd. NE, Suite B-1

Albuquerque, NM 87109

Robert A. Fowlie

Authorized Signature

Robert Fowlie, PE, BCEE

Typed or Printed Name

Vice President

Title

Robert.Fowlie@jacobs.com

Email Address

Telephone number 505-548-0061 Fax number 505-833-7507

NM Tax & Revenue Dept. CRS # 01-874465-00-2

Current NM Secretary of State Business ID # 1342609 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 95-4081636 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **JACOBS ENGINEERING GROUP INC**

DBA: **TAX DEPT**
JACOBS ENGINEERING GROUP INC
PO BOX 7084
PASADENA, CA 91109-7084

Expires: **12-Aug-2024**

Certificate Number:

L0931163568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

1. Technical Approach

A. Description of Proposed Technical Approach of Professional, Technical, and Customary Services

Jacobs Engineering Group (Jacobs) is a world leader in the field of water, wastewater, solid waste and environmental engineering, and construction services. Our depth of resources includes more than 60,000 staff in offices in nearly 80 countries worldwide. Our Albuquerque office has been providing utilities engineering services to New Mexico communities since 1988, and on-call utilities engineering services to the City for 19 years. Our Albuquerque and El Paso offices have a combined staff of 67 engineers and technicians that will provide the City with unmatched knowledge of the water, wastewater, and solid waste systems.

The City requires a wide range of engineering capabilities and a depth of available technical expertise to perform utilities engineering for the City. Jacobs is committed to continuing to provide responsive and high-quality engineering services to enable Las Cruces Utilities (LCU) achieve its mission to provide natural gas, water, wastewater, and solid waste services to customers, so they can enjoy a safe, healthy, productive, and sustainable environment.

Our key staff provide specialized experience and technical competence in an array of service areas. Our team is committed to the City and the local community to provide effective, efficient, and responsive services helping you deliver your projects. Recognizing this contract is for on-call services, with work under this contract being negotiated on a task order basis, the following demonstrates our day-to-day coordination activities, including task order negotiation, project management, and project controls—including cost and change—and approach to meeting project scheduling demands.

Operational/Management Approach

When the City selects us for a specific task order, our Principal Engineer, Robert Fowlie, PE, BCEE, will work directly with the City's designated project manager to develop a scope, schedule, and budget. Before work begins on a task order, a project execution plan (PEP) will be prepared appropriate for the size and complexity of the project. The PEP will contain the following major elements:

- Detailed description of the work, budget, and deliverables
- Schedule for accomplishing the task and each subtask involved
- City and Jacobs staff roles and responsibilities
- Communication and documentation plan
- Quality control procedures and design responsibilities
- Standards and submittal procedures

The PEP guides the project team in performing the work and provides the framework for scheduling staff resources and support services. It also provides the basis to monitor labor and cost expended on the task order and to determine anticipated workload.

Each task may consist of various planning, design, and construction elements. An orderly and logical approach that emphasizes the elements required for successful project completion is essential to execute the tasks. Our objective will be to plan and manage each project in accordance with the scope of work, budget, and schedule. We will facilitate communication between the City and team staff regarding the project's progress, decision making, and information requests.

Robert Fowlie will meet with City staff to make sure we are meeting our commitments, our project team has the resources needed to deliver projects, and there is consistency among task orders.

B. Major Tasks to Be Accomplished

Project Kickoff/Workshops

At the start of each Task, a kickoff meeting will be scheduled with the City to discuss the project scope, background, communication protocols, budget, and schedule, and for the team to understand the City's expectations. We will conduct workshops with City staff at decision milestones throughout each specific task.

Our experience shows that workshops help the team meet project objectives and keep the project on schedule. We won't hesitate to contact the City's project manager via phone, text, email and in person to keep the City informed.

Cost Control Techniques

Planning and Design

Our team, delivery model, internal cost control methods, and tools assure the project is completed on schedule and budget. Project labor and expenses are entered into Jacob's electronic project accounting system weekly. Each week the project manager receives a report of project costs to date and compares them to plan and estimated percentage complete.

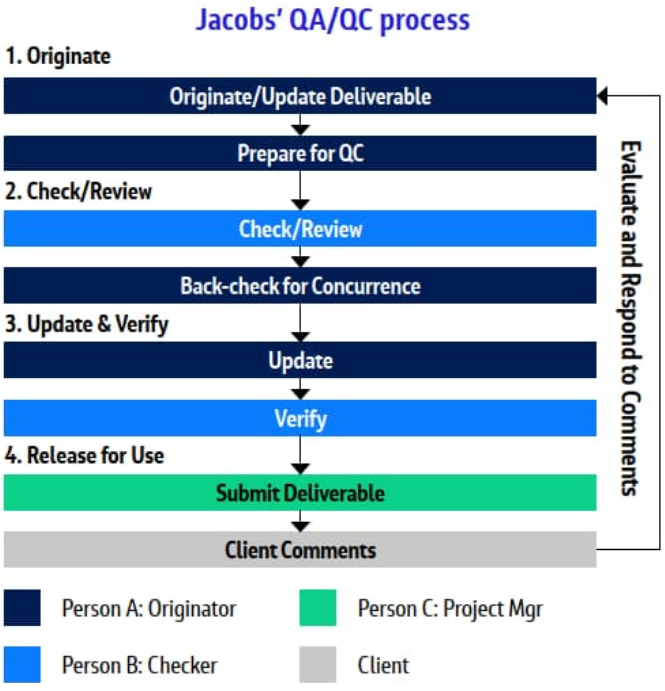
Construction

We use several industry leading tools and resources for estimating project costs, ranging from an extensive database of recent design and construction projects in New Mexico to Jacobs Conceptual and Parametric Engineering System (CPES) tool.

The CPES contains "mini-models" or cost estimates of facilities based on real projects and actual bid results. This tool increases the accuracy and efficiency of infrastructure cost estimating at the planning-level stage of a project, long before detailed drawings and specifications are developed to support classic quantity takeoff level estimating approaches. For the 60-percent, 90-percent, and final cost estimates, a material takeoff will be completed, and unit prices used. Unit prices will be generated using data from past New Mexico projects; actual material quotations; current local labor and equipment cost data; and, in some cases, published construction cost-estimating guides, such as *RS Means Construction Cost Data* and *Richardson Process Plant Construction Estimating Standards*.

Quality Assurance/Quality Control Program

Quality has always been at the heart of our team's culture and success. Delivering superior quality service is our key marketplace strategy and is reinforced in every aspect of our business. We view quality as a continuous process that must be built into the project from the onset and followed through to project closeout. At the core of our quality assurance/quality control (QA/QC) program is our technical knowledge and extensive experience on similar projects.



The QA/QC program will provide independent review of all deliverables and will make sure we are doing "the right thing, right the first time."

Health and Safety

Safety and protection of the environment is a top priority for our clients—and a top priority on every Jacobs project. Our focus on Health, Safety, and Environmental (HS&E) values is a major contributor to the firm's successful delivery of projects to our clients. Our clients come to us not only for the top-caliber work on which we have built our reputation, but also because they trust us to deliver their projects in a safe and environmentally conscious manner. Jacobs represents the industry's finest in total project delivery demonstrated by our company wide BeyondZero® safety program.

C. Detailed Statement of Services to Be Provided Under Each Task

Our team has experience working with the City and brings knowledge of the City's process, procedures, and operations. Our services for the City have included long-term master planning, design, and construction of improvements at the Jacob A. Hands WWTF (JHWWTF), odor control study and development of a utility emergency response plan. Exhibit 1 summarizes the work we have completed over the past 8 years. The list of services that we understand the City may desire is provided below. The paragraphs that follow highlight our qualifications in the areas requested in the RFP.

- Computer Network Analysis
- Water and Sanitary Conveyance Facilities
- Pump and Lift Stations
- Condition Assessment and Rehabilitation Services
- Non-Potable or Reuse Treatment Facility Unit Process
- Wastewater Treatment Facility Unit Process
- Water Treatment
- Natural Gas
- SCADA Control and Data Acquisition
- Master Planning and Feasibility Studies
- Solid Waste Studies/Landfill System Design and Analysis
- Land Use Planning
- Subsurface Utility Exploration/Boundary/Easements Surveying, Mapping and GIS
- NPDES/SWPPP/Environmental Services
- Electrical Design
- Geotechnical Assessments
- Expert Witness Testimony
- Project Management
- Construction Management and Inspection

Exhibit 1: Timeline of City Utilities projects completed by Jacobs (2015 to 2023).

Additional Services:

- Odor Control
- Emergency Response Planning and Training
- Operations Support
- Physical/Cyber Security
- Asset Management
- Architecture and Engineering Discipline Planning and Design

Computer Network Analysis

Jacobs has more than 300 computer programs for engineering and scientific analysis and design. These programs are available for use in groundwater, vadose zone, and air modeling; hydraulic and water resources modeling; wastewater process models; gas system modeling; and electrical, structural, mechanical, civil, and geotechnical evaluations. Our distribution system planning analytical tools include hydraulic and water quality and demand models, and process simulation. Management

and statistical applications include facilities information management, financial, and decision models. Our team has first-hand experience with the City's water and sewer hydraulic models, natural gas model, and wastewater treatment process models as part of the LCU 2023 Integrated Utilities Master Plan project.

Water and Sanitary Conveyance Facilities

Eastern New Mexico Rural Water System 33-inch-diameter FW2

Jacobs has decades of experience with conveyance system planning, design, and construction management on pipelines, pump stations, and related infrastructure facilities for municipalities throughout New Mexico and the surrounding states. We offer full-service pipeline capabilities (hydraulic and surge modeling, route evaluations, pipeline design, coordination of rights-of-way and easements, odor control/ corrosion engineering, construction impact analysis, and cost estimating) through a single entity. Our experience with pipeline materials includes steel, concrete, high density polyethylene, polyvinyl chloride, and ductile iron pipe.

Jacobs developed an expedited design of the Alburquerque Bernalillo County Water Utility Authority (ABCWUA) Raw Water Transmission Pipeline (7 miles of 16-inch and 20-inch ductile iron pipe). Two bid packages were accelerated to complete construction by May 2022 to comply with AMAFCA's moratorium requirements for when work could be completed in major drainage channels and to accommodate Albuquerque's Westside Widening Project. Jacobs is also currently managing the design and overseeing construction of the Eastern New Mexico Rural Water System. The project will provide up to 16,415 acre-feet per year to the cities of Clovis, Portales, Texico, the town of Elida, and Cannon Air Force Base. The project includes a raw water intake structure, three pump stations and about 130 miles of water conveyance pipelines. About 90 miles of the pipeline have been designed or are in design, 20 miles are under construction, and 20 miles have been constructed. The pump stations are currently being designed.

Pump and Lift Stations. We have designed pump and lift stations throughout the United States with capacities from 500 gpm to 600 mgd and 10 to 66,000 horsepower (hp). Most recently, we completed the design of the Cutter Lateral WTP Treated Water Pump Station (near Bloomfield, NM), rated at 810 gpm and 420 feet head (4 vertical turbine pumps). We offer expertise in the configuration of pumping systems, vacuum systems, and mechanical equipment selection. For the ABCWUA, Jacobs is completing the new Tijeras Reuse Reservoir and Pump Station that includes transmission piping, a new pumping facility, reuse water reservoirs, and a chlorination facility.

Condition Assessment and Rehabilitation Services (CARS). Jacobs' CARS team has completed more than 500 pipeline evaluation and rehabilitation programs throughout the world. We are experienced in advanced inspection, assessment, and rehabilitation services to address aging and damaged wastewater infrastructure by applying advanced technologies to accurately assess condition and determine cost-effective repair, rehabilitation, and replacement solutions. Jacobs recently conducted a stepwise Condition Assessment Study (CAS) of El Paso Water's parallel/dual force mains. The study evaluated the high consequences of failure for the total length of the wastewater force mains (3.6 miles of 30-, 36-, and 42-inch-diameter steel pipeline). Based on the CAS, El Paso Water decided to replace the entire force main.

Non-Potable or Reuse Treatment Facility Unit Process

We are a worldwide leader in the innovation and application of reuse technology and have a proven track record of creating water reuse projects that are implemented with full acceptance of stakeholders – public and regulatory. We have been pioneers in helping clients develop and implement reuse programs for over 50 years. We designed the North I-25 Reclamation/Reuse System Non-potable Surface Water Projects for the ABCWUA. Joel Rife, our lead for wastewater treatment, has worked on reuse projects throughout New Mexico including the Rio Rancho WWTP's #2, #5, and #6 non-potable systems; Las Cruces Eastside Water Reclamation Plant; and the Cities of Clovis, Hobbs, and Gallup non-potable water systems.

Agenda Item #7.2

Wastewater Treatment Facility Unit Process

We have planned, designed, and constructed 2,000 facilities worldwide using both conventional and innovative treatment processes, including projects for the Cities of Bloomfield, Las Campanas, Las Cruces, and Gallup; Cannon Air Force Base; and the Albuquerque Bernalillo County Water Authority. We have built our reputation by meeting client needs, working through complex issues, and exceeding client's expectations. The WWTPs that we plan, design, construct, and operate meet stringent performance standards for water reclamation, reuse, biosolids handling, and discharge.

Headworks Operations at the JHWWTF

ABCWUA UV Basin Construction

Our experience includes the whole range of engineering expertise needed to design and build wastewater treatment facilities, including conveyance, plant design, water resource recovery, nutrient removal, odor control, UV disinfection, digesters, dissolved air flotation, and SCADA. Joel Rife has more than 42 years of experience in water resource recovery treatment plant design and operation. Joel was key to evaluating the existing wastewater treatment facilities and developing projects for the LCU 2023 Utilities Master Plan. He has also provided treatment plant reviews and operator training to assist the operators of the facilities.

Locally Jacobs completed the JHWWTF Reinvestment Project – Phase 1 that included replacing the aeration basin gates. This project required taking the basins out of service while maintaining operations and meeting permit requirements. We also successfully implemented a magnesium hydroxide feed for odor control and process improvements in the City's wastewater collection system.

Water Treatment

In the past 15 years, we have completed feasibility studies and designs for thousands of drinking water production and treatment facilities. Locally, Jacobs has completed the final design of the Albuquerque San Juan Chama Drinking Water Plant as part of the Water Resources Program, the Buckman Direct Diversion Project, the Cutter Lateral Surface Water Treatment Plant, and Farmington Water Treatment Plants #1 and #2 Major Upgrades. In addition, Robert Fowlie has managed the design of numerous groundwater treatment facilities in New Mexico including five arsenic treatment facilities in Dona Ana County and six arsenic treatment facilities in the Albuquerque area; and managed the design and construction of New Mexico's first municipal brackish groundwater treatment plant in Alamogordo, NM.

Natural Gas

Jacobs provides full-service design capabilities for natural gas systems, including environmental, engineering, and design services on projects totaling more than 7,500 miles of new, existing, and proposed gas pipelines. We routinely design gas collection, processing, compression, and clean-up systems and gas distribution and network modelling. Jacobs recently worked with the City and Brad Bean of B3PE to assess and model the City's natural gas system as part of the LCU 2023 Utilities Master Plan.

SCADA Control and Data Acquisition

Jacobs provides a full spectrum of professional services, including leading comprehensive SCADA upgrades for critical water systems, treatment plants, and infrastructure. We have designed and delivered SCADA systems for over 70 years. We are currently the largest systems integrator in the United States focused on the water and wastewater market. Our controls systems staff have delivered a broad range of projects encompassing SCADA system design and application programming – in the last 10 years, we have completed more than 300 SCADA and telemetry projects. Jacobs completed an analysis of existing control systems at the City's JHWWTF comparing existing conditions with industry standards for communication protocols, cybersecurity, network architectures, controllers, and SCADA software, and prepared a preliminary design report.

Jacobs has also provided SCADA services since 2002 for the City of Rio Rancho. Recent work includes installation, integration, configuration, and testing of new Nutanix and DMZ hardware/software into the water/wastewater Industrial Control System (ICS). Jacobs also

completed the development, planning, and completion of numerous projects for the City of Farmington's water and wastewater facilities. Services included asset assessment, identification/prioritization of critical sites that needed upgrades or repairs, development of an implementation plan and design of the upgrades and repairs including site security, controls, and automation.

Master Planning and Feasibility Studies

Jacobs has extensive experience in master planning for utilities. We are in the final steps of completing a comprehensive utilities master plan document that evaluates the City's utilities and provides a "roadmap" for identifying, budgeting, and scheduling improvements for the City that aligns with the 2020 Elevate Las Cruces Plan. We have partnered with the City in the development of the City's Transite Pipeline Master Plan, the Surface Water Feasibility Study, and the LCU 2023 Utilities Master Plan. Our approach to master planning and feasibility studies includes working closely with you to distinguish the relationships and trade-offs between sophisticated operations and capital investments and the vital role that planning and analysis play in creating and maintaining a reliable and efficient system.

Solid Waste Studies

Our comprehensive, integrated approach to waste management enables us to create and deliver customized solutions to meet our clients' specific needs. We help clients and their communities operate more efficiently, achieve cost savings, better manage risk, improve quality of life, and improve their social, economic, and environmental position. Our services include solid waste planning, sustainability and climate change consulting, waste transfer and processing, conversion technologies, landfill development and closure, landfill gas, leachate, and operations analysis. Jacobs has provided services to the South Central Solid Waste Authority (SCSWA) since 2018 including design, construction, and operation/maintenance of the Corralito's Landfill Gas Collection and Control system, Title V permitting, and surface emission monitoring.

Land Use Planning

Jacobs provides land use planning services across the United States. We believe the planning process is as important as the final plan itself. A well-defined, open, and inclusive planning process naturally builds public support. Planning with the community takes time; however, investing in engagement builds community support and removes primary impediments to plan implementation. Our approach—coupled with creative thinking, thoughtful analyses, and a focus on the triple-bottom line—delivers a suite of actionable and measurable goals, enabling us to envision flexible solutions.

Subsurface Utility Exploration

Comprehensive SUE services are critical to reducing incidents of lost service and damage caused by cut cables or damaged pipelines during construction. Jacobs will sub these services to Cobb Fendley who has extensive experience in identifying utility locations, potential utility conflicts, field conditions, time constraints, and budget impacts.

Boundary/Easement Surveying, Mapping, and **Geographic Information System Services**

Surveying services include photocontrol; cadastral; geodetic; route; topographic; property or site surveys; right-of-way; construction; and natural or cultural resource location surveys. Our geospatial mapping services include flight planning, aerial photo acquisition, aerial triangulation, digital terrain modeling (LIDAR [laser radar] and photogrammetric), digital orthophoto production, remote sensing, and topographic and planimetric mapping. We have developed and implemented custom geographic information system operation and maintenance programs to efficiently inventory, map, model, and manage capital assets.

National Pollutant Discharge Elimination System (NPDES and **Stormwater Pollution Prevention** Plan (SWPPP) and Environmental Surveys and Assessments

An essential part of all projects is a review of potential regulatory issues affecting project implementation. We actively remain current on regulations, maintain extensive databases of regulations, and actively participate at the federal, state, and local levels in developing and improving existing regulatory frameworks. We assist our clients in meeting their regulatory mandates by preparing NPDES permit

applications, Groundwater Discharge permit applications, compliance with Stormwater Pollution Prevention Plans, local and state permits, land use permitting, and serving as the liaison to federal, state, and local agencies. We have a proven record of successfully negotiating favorable permit conditions with regulatory agencies. Our staff also perform rigorous reviews and analyses to demonstrate our clients' compliance with numerous diverse regulations. We provide in-house planning and regulatory compliance expertise for all levels of documentation that meet the criteria for categorical exclusions, environmental assessments, and environmental impact statements. We are an industry leader in environmental services ranging from initial investigations through cleanup and site closure. We have worked extensively with New Mexico and federal agencies to produce environmental documents.

Electrical Design

We are a full-service provider of electrical design for the support of facility and process designs. This experience includes the design of completely new power systems as well as the design of renovations to and additional components to be integrated into existing systems. For all our designs, we pay special attention to power distribution, electrical efficiency, and control strategies for fail-safe operation, ensuring that electrical systems are designed to the latest codes.

Computer Network Analysis

Please see page 3 for details on our capabilities.

Solid Waste Studies and Landfill System Design and Analysis

Please see page 6 for details on our capabilities.

Environmental Surveys and Assessments

Please see the "National Pollutant Discharge Elimination System" subsection above for details on our capabilities.

Geotechnical Assessments

We maintain a strong geotechnical discipline and have the capability to provide services in foundation, underground embankment, earth retention, and ground control engineering.

Expert Witness Testimony

From time-to-time Jacobs is asked to provide Expert Witness consulting services that may be used to support arguments in an adversarial process. Our business model is relationship focused and because of the wide and diverse nature of our business, we typically do not take on expert witness assignments, although there are exceptions depending on the topic and client.

Project Management

Our project and task management approach is based on lessons learned from decades of successful project delivery. Our project managers are trained in these core functions: planning, organizing, motivating, directing, and controlling, resulting in projects that are completed on time and within budget while meeting or exceeding the expectations of our clients and Jacobs. Our project and task managers will work closely with your staff, as appropriate, to define the scope and goals of the project and identify the right technical resources for the project. Our project managers will proactively control scope, schedule, cost, and quality.

Our staff understand the importance of consistent and open communication and managing expectations. One way to maintain communications during the project is to have regularly scheduled check-in calls between the City's project manager and our project manager. These check-ins highlight the status of current work in progress, along with schedule and budget status. Monthly reports accompanying invoices provide additional communication of the project status. Clear communication and responsive expertise supports informed and timely decision making. All project management work performed by Jacobs follows the guidance in Jacobs' Business Management System, which includes project execution plans, project controls, schedule development, quality control, and project closeout.

Construction at Roberto Bustamonte WWTP in El Paso, TX

Construction Management and Inspection

We have over 1500 construction managers, inspectors, estimators, schedulers, claims mitigation specialists, and certified value specialists. Our proven ability to effectively manage construction services and resources helps our clients complete their projects

faster, better, and more cost-effectively. Our construction management system has a proven history of delivering services to clients in New Mexico and El Paso.

Additional Support Services

As a global leader in full-service engineering, procurement, construction, and operations, we deliver innovative, practical, sustainable solutions to help our clients develop and manage facilities and infrastructure that enhance quality of life.

Odor Control: To address collection system odor problems, we are providing odor control master planning services for the ABCWUA and City of Rio Rancho. The ABCWUA master plan established acceptable odor and corrosion impacts, determined odor impacts and corrosion rates, evaluated control alternatives including a range of vapor and liquid phase technologies, and established design criteria for recommended alternatives. Using the Wastewater Aerobic/Anaerobic Transformation in Sewers to identify opportunities to improve current treatments and develop treatment alternatives, one project alone reduced odor chemical treatment costs by $300,000 per year.

Jacobs recently completed the Rio Rancho Odor Control Study, which focused on developing a holistic approach that links collection system and plant models to finding optimum solutions that address odor problems.

Emergency Response Planning and Training: We have an experienced staff needed to address the City's emergency preparedness. Recently, we updated the City's Water and Sewer Vulnerability Assessment and Emergency Response Plan (ERP) to meet current and emerging regulations and guidelines. We provided training to City staff on the newly developed ERP and how to implement them in the event of an emergency.

Operations Support: We provided operations support to the City including process optimization, review of O&M standards, development of performance metric tracking, cost optimization opportunities, and operator training. We are uniquely positioned to assist the City with operations support from our 200 O&M staff in New Mexico.

Physical and Cyber Security: Jacobs' approach to security is the same regardless of the market or business our clients operate. The cornerstone of our delivery is to use a "risk-based approach" when designing measures to protect our clients and their assets.

Asset Management (AM): Aging infrastructure, regulatory compliance, and natural disasters will continually present challenges to the City. Our team can meet these challenges by providing proactive planning and support as well as mitigation and restoration following the failure of key assets and infrastructure. Jacobs recently conducted workshops/interviews with City staff and developed a level of understanding of the AM capabilities and future goals for the City.

Architecture and Engineering Discipline Planning and Design: Our architects and structural engineers offer planning, design, and construction experience on a variety of projects, ranging from office buildings to industrial and utility buildings. We focus on concerns for cost, safety, aesthetics, dependability, and environmental sensitivity. Our architects and structural engineers use several programs for plants, buildings, or other types of design and analysis.

Our mechanical engineers routinely design plans and specifications for mechanical, heating, ventilation, and air-conditioning and fire protection systems. Our experience encompasses process systems, pumping and chemical feed systems, building services, natural gas system distribution systems, and support for all types of projects.

Our site, civil, and drainage engineers have completed studies and designs for a wide range of facilities, roads, and structures. This includes drainage studies to model and analyze major and minor storm drainage. Civil site studies and design services include site boundaries, site access, roadways, parking, stormwater management provisions, yard piping interconnection points, and layout of utilities (buried and overhead).

D. Typical Project Schedule /Timeline

We prepare two separate schedules using Microsoft Project or other scheduling tools: the target (or control) and the working schedule. The target schedule will be the baseline schedule established at the beginning of a task. A working schedule will also be maintained that documents performance to date and predicts future events. The schedule will be updated routinely and reviewed by the City's project manager to adjust for issues that impact the schedule.

2. Qualifications / Competence

Our team consists of many of the same staff who have worked effectively with you for years, including Robert Fowlie, Joel Rife, Allena Fernandez, Allie Arning, Jen Henke, Lela Perkins, and Fair Yeager. They also have extensive experience working together in the planning, design, and construction of utility infrastructure projects in New Mexico. This team has access to an additional depth of local, in-house multidisciplinary capabilities and specialty services that are available as needed to successfully deliver engineering services under this contract, including the following qualifications:

- A history of experience on similar assignments in New Mexico.
- A strong commitment to customer service, communication, and doing the job right.
- The right staff to meet your project needs.

A. Assigned Key Personnel

Jacobs has assembled a team of experts and specialists to provide the right combination of skills and experience to meet the City's on-call utilities engineering services project goals and objectives. Many members of our proposed project team are familiar to City staff, having worked on previous projects, including the recent LCU 2023 Utilities Master Plan. We know the City's needs, policies, and expectations when executing projects.

Key Staff Experience Summaries

Key staff experience summaries are provided on the following pages. The summaries demonstrate the level of experience and expertise on a variety of local, regional, and national utilities projects. The City will also have access to the expertise of additional engineers and technical specialists from our team's local and regional offices as needed to support the necessary and broad-reaching scope of projects and potential on-call tasks.

CITY OF LAS CRUCES

PRINCIPAL ENGINEER
Robert Fowlie, PE, BCEE

TECHNICAL RESOURCES

Wastewater Utilities
- Joel Rife, PE - Treatment Processes
- Allena Fernandez, PE – Design
- Allie Arning, PE – Modeling
- Jen Henke, PE – Modeling

Water Utilities
- Wendy Christofferson, PE
- Allie Arning, PE – Modeling
- Jen Henke, PE – Modeling

Gas Utilities
- Philip Andrew
- B3PE

SCADA
- Ed McDaniel

Master Planning/ Feasibility Studies
- Lela Perkins, PE
- Fair Yeager, PE
- Jen Henke, PE

Solid Waste
- Joel Ferguson, PE

SUE/Surveying
- Cobb Fendley
- Robert Boehm, PLS

NPDES/Stormwater Pollution Prevention
- Nancy Ballantyne

Electrical Design
- Manika Gupta, PE

Environmental Surveys
- Nancy Shelton

Geotechnical Analysis
- Dave Curran, PE

Construction Inspection
- Miguel Lopez, EIT
- Bill Peterson

key team members

Robert Fowlie, PE, BCEE, will lead the team as Principal Engineer. He is in our Albuquerque office and offers more than 35 years of experience in the planning, design, and construction of water and wastewater systems including treatment plants, booster and lift stations, conveyance pipelines, wells, distribution and conveyance systems, master planning, and funding. Robert has served as the project manager/principal engineer for numerous municipalities in New Mexico, including projects for Las Cruces Utilities and on-call engineering contracts for the Albuquerque Bernalillo County Water Utility Authority; Cities of Alamogordo, Clovis, Portales, and Gallup; Los Alamos County; and the Camino Real Regional Utility Authority as well as El Paso Water, TX. Robert is a licensed professional engineer in New Mexico, Texas, and California. He is also a Board Certified Environmental Engineer in water supply and wastewater.

Joel Rife, PE | Wastewater Lead

Registration: Professional Engineer: NM (#12040), TX (#135692) | 35%; Education: MS, Environmental Health Engineering; BS, Civil Engineering; Years of Experience: 35; Location: Albuquerque

Areas of Competence and Experience:

- Led reuse projects throughout New Mexico including the Rio Rancho WWTP's #2, #5, and #6 non-potable systems; Las Cruces Eastside Water Reclamation Plant; and the Cities of Clovis, Hobbs, and Gallup's non-potable water systems. Broad-based knowledge of water resource recovery process engineering with an emphasis on plant capacity evaluations, biological and chemical nutrient removal, treatment plant modeling, industrial waste treatment, membrane bioreactors, headworks design, primary and secondary sludge processing, and water resource recovery.
- Provided design and construction services for the rehabilitation of the equalization basin influent gate, modifying disinfection controls and removal and replacement of all gates in the east and west aeration basins for the City's JHWWTF.

Allena Fernandez, PE | Wastewater Utilities

Registration: Professional Engineer: NM (#12040), TX (#135692) | 35%; Education: BS, Environmental Engineering; Years of Experience: 19; Location: Albuquerque

Areas of Competence and Experience:

- Leadership of several WWTP and conveyance projects, headworks, bioreactor, disinfection, odor control, and biosolids handling facilities throughout New Mexico and the Southwest, bringing industry best practices. Works with clients to solve collection system odor problems and identify improvements that address hydraulic constraints and water production, and replacement of obsolete treatment processes and upgrades to the existing plant equipment and infrastructure.
- Served as the lead wastewater engineer for the City's Integrated Utilities Master Plan to update the water, wastewater, and gas master plans into a comprehensive utilities master plan and identifies deficiencies, capital projects, and implementation schedules.

Allie Arning, PE | Water/Sewer Modeling

Registration: Professional Engineer: NM (#29097) | 40%; Education: BS/MS, Environmental Engineering; Years of Experience: 5; Location: Albuquerque

Areas of Competence and Experience

- Brings broad-ranging experience in modeling and treatment and conveyance design; field inspection services, scouting and sizing equipment to monitor solids flow; performing trace studies; and working in programs such as ESRI Insights.

Jen Henke, PE | Water/Sewer Modeling and Master Planning/Feasibility Studies

Registration: Professional Engineer: Texas (#92664) | 35%; Education: BS/MS, Civil Engineering; Years of Experience: 5 Location: Dallas, TX

Areas of Competence and Experience:

- Expertise in water distribution planning and hydraulic modeling, potable water treatment, and reliability and redundancy evaluations. Has provided hydraulic modelling and analysis for more than 60 water systems, proficient in numerous software packages.
- Experience leading multi-faceted evaluations of water distribution systems that start with the supply strategy coupled with the overall system operation and customer water delivery to meet operational goals for energy efficiency, system performance, reliability, and water quality.

Joel Ferguson, PE | Solid Waste

Registration: Professional Engineer: NM (#29064) | 40%; Education: BS, Engineering Technology; Years of Experience: 7 Location: Albuquerque

Areas of Competence and Experience:

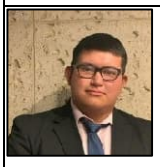
- Works closely with the South Central Solid Waste Authority Corralito's Landfill operations team in operating and maintaining the gas collection and control system, made up of 25 gas extraction wells and a flare skid system.

Identified problems with the system and collaborated on solutions with the project team, resulting in the resolution of multiple issues that would have jeopardized the operation of the system.

- Has worked closely with the New Mexico Environment Department to understand the various standards and regulations regarding the system and assists team with regular compliance reporting.

Additional Technical Resources

Phil Andrew | Natural Gas Systems	36	BS, Civil Engineering
	Thirty-six years of utility industry program management, process improvement, pipeline design, maintenance, installation, and operation; all acquired while working in various positions and companies within the utility industry.	
Wendy Christofferson, PE | Water Systems	25	BS, Civil Engineer
	Leads multidisciplinary teams on a variety of projects, including pipeline and canal conveyance systems, hydraulic structures, water conservation plans, water and reuse master plans, and site civil design work throughout New Mexico. Professional Engineer: NM (#21975), CO (#38846)	
Ed McDaniel | SCADA	33	United States Navy Electrical and Electronics School and Construction Electrician School
	Involved with water and wastewater utility SCADA and process control for 25 years. Served as the lead Process Control Engineer during design, start-up, commissioning, and operation for the Cutter WTP, Bloomfield, NM.	
Lela Perkins, PE | Master Planning / Feasibility Studies	24	MS, Civil Engineering; BS, Engineering Science
	Specializes in all aspects of water and wastewater planning. Experience focuses on water resources and water and wastewater facility planning, as well as regulatory and permitting issues. Professional Engineer: CO (#36142)	
Fair Yeager, PE | Master Planning / Feasibility Studies	28	MSCE/BSE
	Specializes in management consulting, asset management, integrated water master planning, water resources planning, and hydraulic modeling. Well-versed in GIS and several commercially available hydraulic modeling tools including products from Innovyze, Bentley, and the EPA's EPANET. Professional Engineer: AZ (#35903)	
Robert Boehm, PLS | Surveying	31	BA, Geography
	Extensive surveying and geospatial experience supporting civil infrastructure projects. Solid background in fundamental land surveying tasks, including control, boundary, design, topographic, and photogrammetric surveys. Expertise in GNSS/GPS, terrestrial and mobile laser scanning, robotics, integrated surveys, network adjustments, and automated feature processing. Professional Surveyor: NM (#20063)	

Nancy Ballantyne | NPDES/SWPPP	36	BA, Geology
	Expertise in construction stormwater permitting. Responsible for obtaining the construction stormwater permit for the Cutter Lateral Reach 21 Water Treatment Plant project in San Juan County, NM. Responsible for developing the best management practices, writing the SWPPP, coordinating the Notice of Intent submittal, and providing training to site personnel performing inspections. Certified Inspector of Erosion and Sediment Control (#2505)	
Manica Gupta, PE| Electrical Design	33	BS, Electrical Engineering
	Experienced in electrical and I&C design for water, wastewater, and industrial projects in New Mexico. Electrical design services include medium-voltage power distribution, medium-voltage motor control, utility coordination, and auxiliary electrical systems. I&C design includes P&ID development, specifications, monitoring instruments lists, input/ output lists. Professional Engineer: NM (#24643)	
Nancy Shelton | Environmental Surveys	28	MEP, Natural Resource Management
	Extensive knowledge of NEPA processes, protocols, procedures, and guidelines. Experience preparing environmental clearances, and coordinating and facilitating the overall environmental process, including coordination with local, state, and federal regulatory agencies.	
Dave Curran, PE | Geotechnical Analysis	23	MS, Civil Engineering
	Leadership of geotechnical site investigations, engineering analysis and design, and specification development. Performs reviews for foundations, retaining walls, and subgrade stabilization for treatment and conveyance infrastructure. Professional Engineer: CO (#0041661)	
Miguel Lopez, EIT | Construction Management	5	BS, Civil Engineering; MBA
	Providing construction management services for the Bustamante WWTP Headworks Improvements project for El Paso Water. Working with the contractor to verify that construction is completed per Engineer of Record designs. Located in El Paso, TX. Engineer-in-Training: TX (#72981)	
Bill Peterson | RPR	32	Continuing education classes in construction management
	Providing construction management services for the Bustamante WWTP Headworks Improvements project for El Paso Water. Has led construction management for several large, complex water and wastewater infrastructure projects across the United States. Located in El Paso, TX.	

B. Principal Office/Officer and Subcontractors

The Jacobs Albuquerque office will serve as the principal office located at 3721 Rutledge Road NE, Suite B-1, Albuquerque, New Mexico 87109.

As the Principal Engineer, Robert Fowlie, is authorized to enter into agreements. His contact information is provided in Section A above.

Subcontractors

We have included the following subconsultant firms to provide additional expertise and capacity to our team:

- B3PE – Natural Gas system and modeling
- Cobb Fendley –Subsurface Utility Engineering

C. Location of Offices and Percent of Work to Be Performed at Each

With a staff of 67 employees in New Mexico and El Paso, TX, we provide consulting services from our Albuquerque and El Paso offices. This depth of specialized staff in all required technical disciplines enables us to provide ready access to resources, responsiveness, and avoid staffing conflicts. All planning, design, and construction services will be completed in the Albuquerque and El Paso offices.

We anticipate over 90% of the work performed for this on-call engineering services contract will be managed and completed by staff in our Albuquerque office. We will use technical specialists from El Paso or other Jacobs' offices outside of New Mexico on an as-needed basis.

D. Responsible Professional's Name, Address, NM Registration

Robert Fowlie has a direct line to management support for your project. He is responsible for project delivery and can respond to requests and provide quick access to specialists or resources to meet your on-call needs.

Principal Officer Contact Information:
Robert Fowlie, PE, BCEE, Principal Engineer, Jacobs Engineering Group Inc., 3721 Rutledge Road NE, Suite B-1, Albuquerque, New Mexico 87109, Phone: 505-548-0661, NM PE: #17668.

3. Performance of the Firm

Jacobs has a long history of providing utilities engineering services similar to those described in the RFP for agencies and municipalities throughout New Mexico and the Southwest. Jacobs' project success is based on our ability to respond quickly to project needs, work seamlessly as an extension of the client's team, and bring innovative solutions for projects both large and small.

Three past contracts where Jacobs has provided utilities engineering services similar to the scope described in the RFP are listed below.

South Central Solid Waste Authority (SCSWA) On-Call Services | Las Cruces, NM

Value of Service: Jacobs began working with SCSWA in 2020 (under the Las Cruces Utility On-Call contract) designing the Corralitos Landfill Gas Collection and Control System (GCCS). The GCCS includes 30 monitoring wells and a candlestick flare combustion system. Concurrent with this design, Jacobs supported Title V permitting efforts for the Corralitos Landfill. Following the GCCS design, Jacobs assisted with the subsequent bid administration and services during construction. Jacobs supported commissioning and operation of the GCCS in October 2021. Since that time, Jacobs has assisted SCSWA with the operation and maintenance of the Corralitos Landfill GCCS, performed quarterly surface emission monitoring required by the New Mexico Environment Department and U.S. EPA, and helped to gather various data elements used in supplementing compliance reporting required to operate the landfill. These efforts have helped Jacobs to build an extensive knowledge of the day-to-day operations of the landfill, it's GCCS and flare system, and the various state and federal requirements.

Staff Involved: Joel Ferguson (O&M, emissions monitoring, and compliance reporting)

Reference: Patrick L. Peck, Executive Director, SCSWA, 575-528-3583, ppeck@scswa.net

Engineering On-Call Services | City of Farmington, NM

Value of Service: Jacobs has been providing operating and maintenance services to the City for the past 20+ years including as well as water/wastewater engineering and consulting services. Recent on-call tasks are described below:

- SCADA Improvements at the Water Treatment Facilities: Completed an analysis of the existing control system at the Water Treatment Plants #1 and #2 facilities and implemented the upgrades.
- Water System Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP): Jacobs recently completed the RRA and subsequent ERP to comply with the America's Water Infrastructure Act of 2018 upgrades.
- Surface Water Resource Improvements: Worked with City staff to develop a plan to rehabilitate the Dam Pump Station. Performed a condition assessment on 10 miles of 30-inch ductile iron pipeline, 42-inch welded steel pipeline, and 30- and 36-inch bar wrapped concrete cylinder pipeline and developed a 5-year plan to complete ongoing improvements to the water supply pipeline.
- Farmington Lake Dam Raise: Completed a study to determine the feasibility of raising the Farmington Lake Dam to increase capacity.

Staff Involved: Allena Fernandez, Allie Arning, Wendy Christofferson, Manika Gupta, David Curran
Reference: Mark E. Hathcock, PE, Water/Wastewater CIP Administrator, Community Works Water/ Wastewater Division, City of Farmington, 505-599-1315 (ofc) 505-215-8553 (cell), mhathcock@fmtn.org

Engineering On-Call Services, Albuquerque Bernalillo County Water Utility Authority | NM

Value of Service: Jacobs has been providing engineering services to the ABCWUA (and its predecessor, the City of Albuquerque Water and Wastewater Divisions) since 1984. Jacobs has provided planning and environmental studies; master planning and computer modeling services; preliminary and final design of water and wastewater facilities; permitting; bid support; construction management; and start-up services. Our recent work includes the following projects:

- Old Coors Interceptor Rehabilitation Design: Jacobs completed design and construction phase services for rehabilitating the Westside Interceptor in Old Coors Road. The project consisted of rehabilitating 5,794 feet of Reinforced Concrete Pipe sanitary sewer ranging in diameter from 36 to 48 inches and 15 manholes. The Westside Interceptor conveys the City's wastewater from the west side of Albuquerque to the Southside Water Reclamation Plant. Flows in this segment of the Westside Interceptor are about 15 MGD. The interceptor was rehabilitated using a cured in place liner (Insitu-Form) and required development of an extensive bypass pumping plan and coordination with affected residences and businesses.
- Raw Water Pipeline to Industrial User: Jacobs completed design and construction phase services for about 5 miles of 20-inch transmission main and 1.3 miles of 16-inch transmission main to convey raw water from two of the ABCWUA's wells to an industrial user. The project also included ancillary facilities (control buildings, raw water storage, SCADA, and I&C) related to the operation of the pipeline. Jacobs divided the project into three bid packages to facilitate construction and completed the first phase in Westside Boulevard on an expedited schedule to take advantage of a 90-day period the City allowed for construction of the pipeline.
- Odor Control Master Plan for Wastewater Collection System and Treatment Plant: Jacobs completed an Odor Control Master Plan for the Wastewater Collection System and updated the odor control plan for the Southside Water Reclamation Plant (SWRP). The Odor Control Master Plan evaluated odor impacts and corrosion rates in the collection system, odor control alternatives

included a range of vapor and liquid phase technologies, and established design criteria for recommended alternatives. Jacobs also created a Wastewater Aerobic/Anaerobic Transformation in Sewers (WATS) model as the key analysis tool for the project. Jacobs also updated the Odor Control Plan for SWRP. The scope of this odor control plan update included evaluating liquid treatment costs at the headworks and using a more cost-effective technology (vapor phase technology) for odor control; evaluating air ducting and balancing; and updating the existing air dispersion model to include scenarios representing previous improvements and recommended improvements from the updated odor control plan. Jacobs is continuing to provide these services under our existing on-call engineering services contract with the ABCWUA.

- Integrated Infrastructure Plan (IIP): Jacobs has been working with the ABCWUA to develop an IIP for water, wastewater, and reclaimed water systems. The IIP proposes that the water, wastewater, and reuse systems be integrated in sizing and location of new infrastructure to meet the ABCWUA's needs efficiently and effectively.
- Water and Reuse System Models: Jacobs developed water and reuse system models that were used in conjunction with the ABCWUA's sewer model to evaluate and integrate the three systems to develop proposed improvements that the ABCWUA may consider in their future planning and design efforts. The drivers for proposed improvements include existing deficiencies and growth that triggers a capacity constraint in the system, affects the capacity of the system, or impacts water supply or treatment. Jacobs is continuing to provide water and reuse water model training and support to the ABCWUA's staff.
- Tijeras Reuse Reservoir and Pump Station: The ABCWUA is planning to deliver reuse water from the Southside Water Reclamation Plant Reuse Pump Station to the Mesa del Sol Development for irrigation and industrial use. The project includes transmission piping, a new pumping facility, reuse water reservoirs, and a chlorination facility. Services requested by the ABCWUA are for this project's design and bidding phase services.

Staff Involved: Robert Fowlie, Joel Rife, Allena Fernandez, Allie Arning, Jen Henke, Manika Gupta, Wendy Christofferson, David Curran, Robert Boehm

Reference: David Laughlin, PE, Division Manager – Centralized Engineering, Planning & Engineering Division, Albuquerque Bernalillo County Water Utility Authority, 505-289-3035 (ofc), 505-313-9610 (cell), dlaughlin@abcwua.org

Jacobs Engineering Inc.
Robert Fowlie, PE, BCEE, Principal Engineer
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505-548-0661
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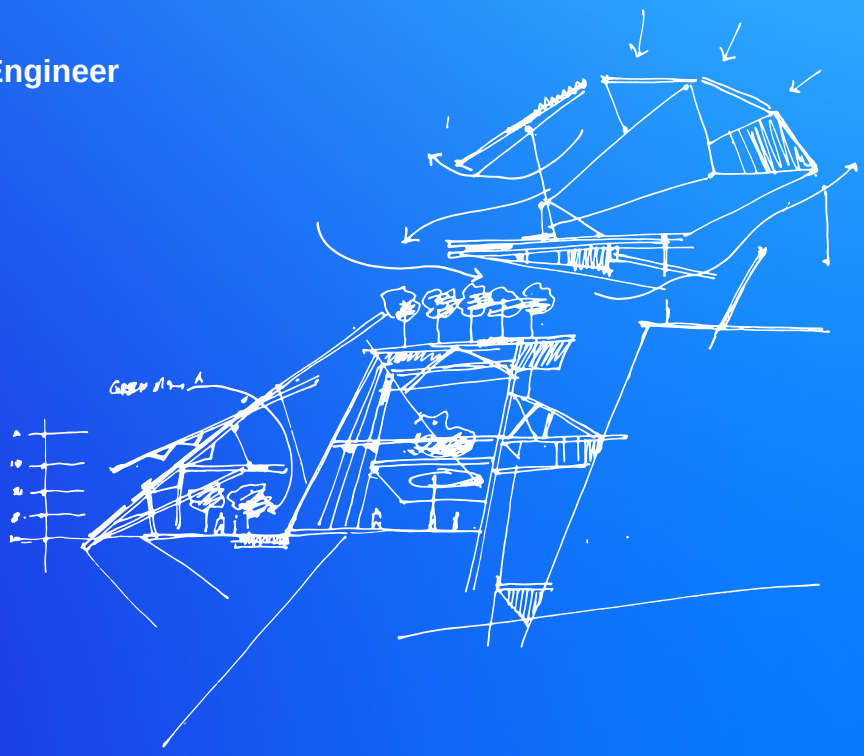

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Reinventing tomorrow.

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Jacobs Engineering Group, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

JACOBS ENGINEERING GROUP, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "G"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Johnson, Mirmiran, & Thompson, Inc., of 40 Wight Ave, Hunt Valley, MD, 21030, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Johnson, Mirmiran, & Thompson, Inc. 40 Wight Ave Hunt Valley, MD 21030 ATTENTION: Melchor Herrera

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

JOHNSON, MIRMIRAN &
THOMPSON, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Johnson, Mirmiran, and Thomson, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$260
2	Project Engineer/Project Manager	$210
3	Senior Engineer	$190
4	Design Engineer	$145
5	Engineer Intern	$70
6	Engineering Technician	$120
7	Drafting Technician	$110
8	Survey Crew**	$210
9	Construction Inspector/Observer	$130
10	Administrative/Clerical	$70
11	Field Testing and Investigations	$135
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 3%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$0.12
16	Color Copies (per copy)	$0.65
17	Prints 24x36 (per sheet)	$4.00
18	Mylars 24x36 (per sheet)	$9.00
19	Photo Quality Plots (per plot)	$22.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

TECHNICAL PROPOSAL CONTENT

UTILITIES ENGINEERING SERVICES

TUESDAY, FEBRUARY 27, 2024 | 4:00 PM
RFP NO.: 23-24-052
SUBMITTED TO: CITY OF LAS CRUCES, NEW MEXICO

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department / Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

RE: 23-24-052 Utilities Engineering Services

Dear Selection Committee,

Las Cruces Utilities Department has the challenging task of providing natural gas, water, wastewater, and solid waste services to ratepayers, while supporting the city's growth and maintaining residents' quality of life by building and maintaining reliable infrastructure that will meet the demands.

Johnson, Mirmiran, & Thomson, Inc. (JMT) helps utility owners across the U.S. find solutions to complex projects like yours. JMT, an employee-owned company, is a full-service, multi-discipline engineering firm, providing services for more than 50 years. Our firm is currently ranked #59 on the Engineering News-Record (ENR) list of the Top 500 Design Firms. **Our services include engineering, architecture, construction management, project management, environmental services, GIS, surveying, and technology services.** We bring engineering freshness to utility owners!

Our local engineering staff is known to the City of Las Cruces (City). JMT's team will be led by our Principal Engineer and Project Manager, Atzuko Reveles, PE from our El Paso office. Atzuko's past engineering experience with the City includes work for both the Utilities and Public Works Departments. He will be supported by an "outside the box thinking" engineering team. The following is highlighted for this RFP opportunity:

- **Technical Expertise.** Our team has a proven record of delivering high-quality on-call services for clients locally and across the county. Our experts cover the entire spectrum of engineering services including water/wastewater, civil, hydraulics, survey, GIS, subsurface utility engineering (SUE), geotechnical, mechanical, plumbing, electrical, I&C, structural, and construction phase services.

- **Las Cruces Experience.** We have been serving to the City for the past 6 years. Our firm is proud of its performance in the 2018 General Obligations Bond Projects for the Public Works Department as the Program Manager and Owner's Advisor. Our team provided key services that ensured the projects were completed within time and budget. The success of this project was possible thanks to the teamwork between City leadership and the local JMT team.

- **Availability and Responsiveness.** Our local office has a staff of 55 engineers, architects, construction managers, schedulers, estimators, and designers, including New Mexico registered engineers. Our proximity to the City and the experience of our staff gives us the ability to respond to the City's needs. Additional staff from other offices will be available to provide additional support and specialized services.

Thank you for the opportunity to present our qualifications. We are committed to providing the City with innovative professional services that align well with your mission and vision. We are looking forward to assisting you with your project needs. If you have any questions or need further information, please do not hesitate to contact me at areveles@jmt.com or 915-283-6771.

Sincerely,

Atzuko Reveles, PE
Principal Engineer l Project Manager
D: 915.283.6771 l AReveles@jmt.com

Mel Herrera, PE, PMP, LEED-AP
Proposal Signatory l Principal-in-Charge
D. 915.940.8177 l MHerrera@jmt.com

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Johnson Mirmiran & Thompson, Inc. (JMT)

Headquarters:

40 Wight Ave, Hunt Valley, MD 21030

El Paso Office

404 Executive Center Blvd. El Paso, TX 79902

Authorized Signature

Melchor Herrera, PE, PMP, LEED AP
Typed or Printed Name

Senior Vice President
Title

mherrera@jmt.com
Email Address

Telephone number 915-351-1900 Fax number 915-351-1908

NM Tax & Revenue Dept. CRS # 03-359805-00-3

Current NM Secretary of State Business ID # 5244560 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 52-0963531 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

JOHNSON, MIRMIRAN & THOMPSON, INC.
72 LOVETON CIR
SPARKS, MD 21152-9202

July 4, 2021
NM Business Tax ID:
03-359805-00-3
Letter ID: L0402748848

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
16-Jun-2016	**03359805003-GRT**	**16-Jun-2016**
Business Location: **72 LOVETON CIR**		Business End Date
City and State: **SPARKS, MD**		Zip Code: **21152-9202**
Taxpayer Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Taxpayer Type: **Corporation**
Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
Mailing Address: **40 WIGHT AVE**		
City and State: **HUNT VALLEY, MD**		Zip Code: **21030-2059**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

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Firm Name: **JOHNSON, MIRMIRAN & THOMPSON, INC.**		Filing Frequency: **Monthly**
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Form Revised 02/2003

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Cabinet Secretary

By _____

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THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

COMPANY OVERVIEW

Johnson, Mirmiran, and Thomson, Inc. (JMT) stands as a beacon of excellence in the engineering realm, offering comprehensive, multidisciplinary services. With a rich legacy spanning five decades, we have served both public and private entities across the nation with unwavering professionalism. Our team comprises over 2,200 dedicated individuals—engineers, designers, technicians, scientists, and support staff—operating from more than 50 offices. Notably, JMT holds the esteemed **#59 position on the Engineering News-Record's (ENR)** prestigious Top 500 Design Firms list. As a registered engineering, architectural, and project management firm, we pride ourselves on delivering end-to-end solutions, encompassing planning, assessments, engineering, modeling, inspection, project and construction management, architecture, environmental, GIS, and cutting-edge technology services. JMT's growth has been propelled by our focus on client service, strong technical skill sets, and JMT's corporate culture, which can be summarized by our core values of safety, quality, integrity, and relationships.

JMT is certified by the internationally recognized ISO 9001:2015 quality management standard, which embodies these core values and demonstrates to our clients, partners, and other stakeholders that our work consistently yields positive impacts and exceeds expectations. We provide a wide range of services, from small, fast-paced task order assignments on numerous on-call contracts, to significant roles on some of the most extensive infrastructure programs across the country.

More than 80% of JMT's consulting and design work comes from repeat clients. Our staff's ability to produce high-quality, innovative services on time and within budget has created a high level of client satisfaction. Additionally, many of our projects have earned awards and other honors for high performance and technical excellence standards.

Our local office in El Paso has a staff of 55 New Mexico registered engineers, architects, designers, construction managers, schedulers, program managers, and estimators. Our office has the capacity to complete projects in-house and the availability to meet you in-person. If necessary, JMT will make our full company resources available to assist with specific challenges with **asset management, water, wastewater, natural gas, pump and lift stations, wastewater treatment plants, water reservoirs, and natural resources.**

Our local team will be led by our Principal Engineer and Project Manager Atzuko Reveles, PE. He has over 18 years of experience in municipal and utility projects in our area. He has prior experience with the City of Las Cruces. For the Utility Department, he worked on design projects such as the South Jornada Water Improvements Project, Phases I and II. For Public Works, he worked on the multi-year Las Cruces 2018 General Obligations Projects.

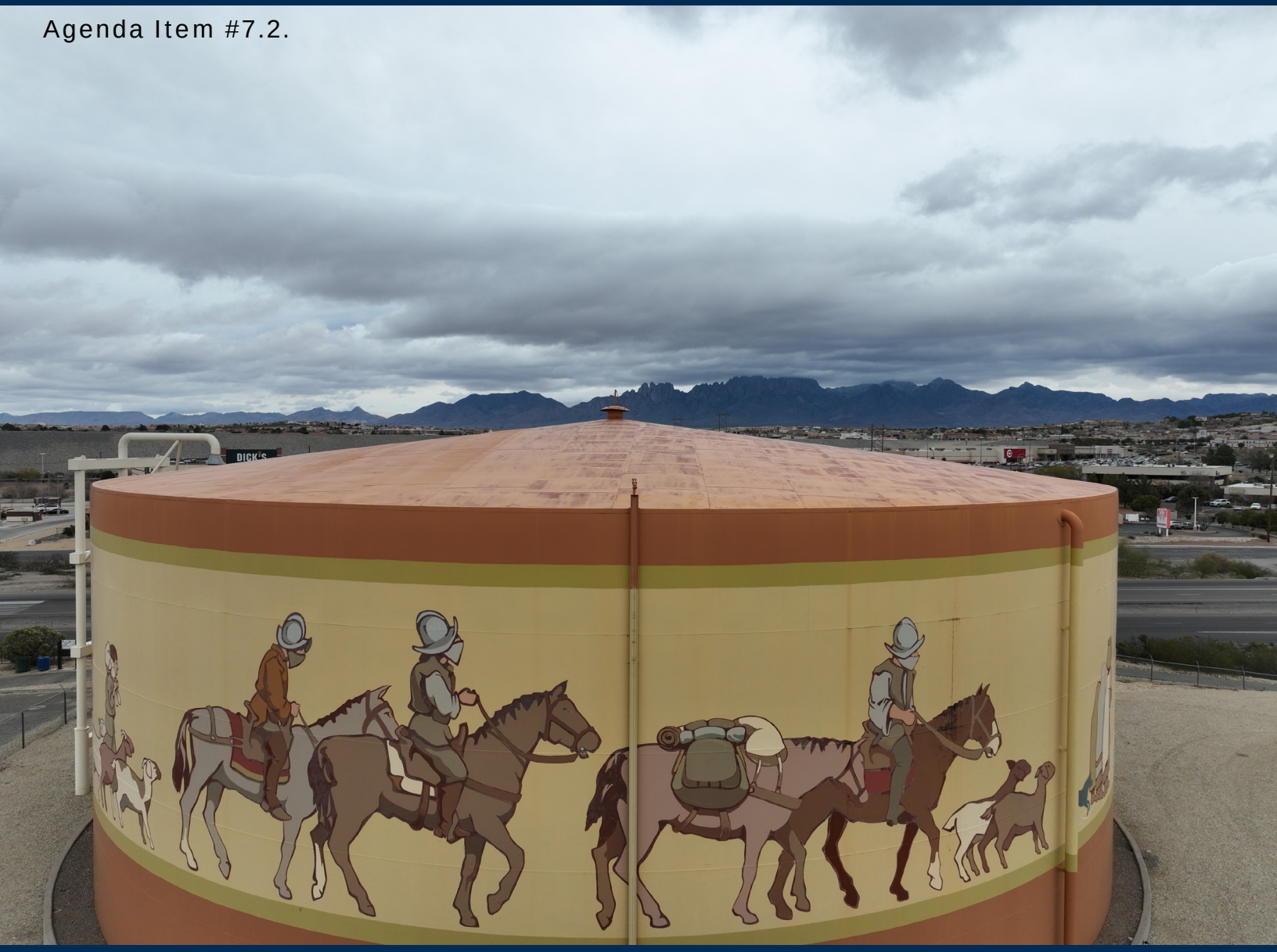
- [x] **Expertise, Resources, & Availability**

- [x] **Water & Wastewater Design**
  - Hydraulic Modeling
  - Pipeline Assessment
  - Pipeline Rehabilitation
  - Pipeline Design
  - Corrosion Control
  - Material Testing
  - Pump Station Design
  - Lift Station Design
  - Electrical Design
  - SCADA and I&C Design
  - Mechanical/Plumbing Design

- [x] **Natural Gas Design**
- [x] **Master Planning**
- [x] **Asset Management**
- [x] **Construction Management**
- [x] **Technology Solutions**
- [x] **GIS**
- [x] **SUE**
- [x] **Environmental Permitting**
- [x] **Staff Augmentation**
- [x] **Roadway Design**
- [x] **Architecture**
- [x] **Energy Management**

- [x] **Utility Proven Track Record**

- [x] **El Paso Water (TX)**
- [x] **San Antonio Water System (TX)**
- [x] **City of Englewood (CO)**
- [x] **City of Broomfield (CO)**
- [x] **City of Baltimore (MD)**
- [x] **WSSC Water (MD)**
- [x] **PWSA (PA)**
- [x] **DC Water (Washington DC)**
- [x] **Hampton Roads Sanitation District (VA)**

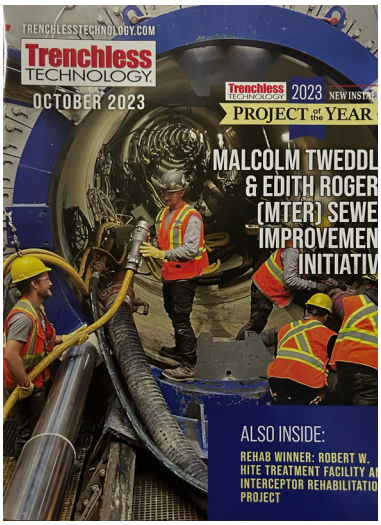


Evaluation Criteria No. 1

TECHNICAL APPROACH

JMT has provided water, wastewater, and natural gas engineering services for over 25 years. Our experience includes design, feasibility studies, and condition assessment of booster pump stations, lift stations, wastewater treatment plants, pressure pipes, gravity pipes, hydraulic modeling, electrical, mechanical, SCADA and instrumentation and control (I&C).

WATER AND WASTEWATER PIPELINE DESIGN.



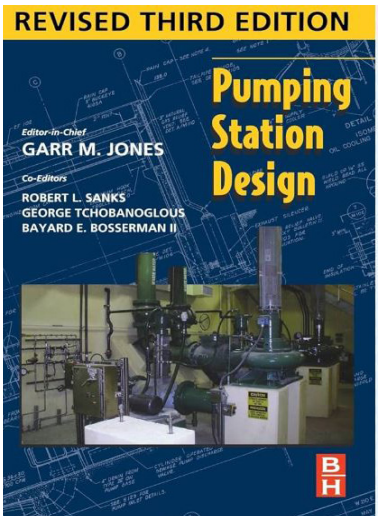
Our engineers have designed hundreds of miles of pipes of various diameters, materials, and depths. Our design approach is made such that pipes withstand the freezing conditions of the east coast, unique sandy conditions of our Chihuahuan Desert, high groundwater conditions, shallow and deep installations, trenchless technologies, and under trafficked downtown areas with conflicting existing utilities across the country. Prior to any design efforts, we will first establish a preliminary pipe route and have a review meeting with you for input. This initial route will tell us relevant information to verify right of way, land use, environmental, cultural, and potential areas of conflict, which often delay projects if not considered. Depending on the challenges in making a pipe route selection, our team will be ready to complete a route analysis to provide you with alternatives for the best route. For water pipe design, hydraulic analysis is recommended in conjunction with City staff. Our team can use existing hydraulic models as a base for transient model development and to determine hydraulic grade lines. Our resources for pipe design extend to subsurface utility engineering (SUE) expertise. This is particularly useful at congested areas where the risk of encountering existing utilities is high. Ultimately and as required, our team will evaluate the design of trenchless technologies for the right projects. The October 2023 edition of the **Trenchless Technology Magazine awarded the Project of the Year, with honorable mention, to our High Level Sewershed Collection System Project**, for the new installation category.

NATURAL GAS SYSTEM

JMT has successfully provided engineering services for **natural gas infrastructure**. For design, our engineers have completed pipe designs of various diameters and pressures. Recently, we completed the R-2588B Project for Dominion Energy North Carolina. It consisted of approximately 16,500 linear feet of 8-inch **high-pressure** steel pipe and 8,700 linear feet of 8-inch HDPE. For the same client, we also completed the Riverside Drive Gas Main Relocation Project. It included the design of approximately 790 liner feet of MDPE due to an emergency prompted by slope failure along the existing route. Our engineers have the capacity to complete design work on planned projects but in emergency situations as well.

For modeling, since 2022 JMT has been performing modeling for the Huntington complex in Newport News, Virginia. There are 27 separate utility systems serving the complex including several water and gas systems. JMT is preparing models for natural gas systems. The scope includes reviewing and testing different products to maintain a robust GIS system and to use as a basis for the modeling including, attribute data related to controls and operations.

WATER BOOSTER STATIONS AND WASTEWATER LIFT STATIONS.

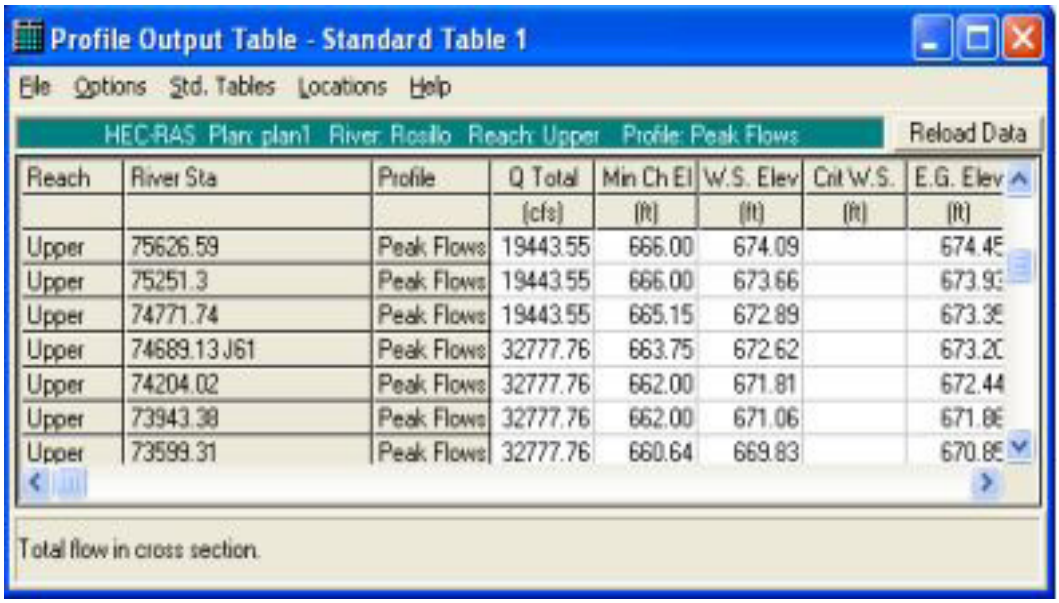


JMT has conducted analysis, rehabilitation, and design of water pump stations ranging from 45 GPM to stations over 330 MGD. Our cost-effective design processes incorporate alternative approaches with careful attention to life cycle costs, including labor and energy. We find that the best and most efficient solutions come from an integrated design team. Our project team includes structural, electrical, mechanical, and instrumentation and control professionals with our pump station designers during all phases of work – analysis, design, construction, and commissioning. Upon our first design assignment, JMT will first have a kickoff meeting with Utility staff including engineers and operators. It is our standard processes to engage operators from the beginning to obtain their input as the end-users to insure seamless transition from design through construction to ultimate operation of the facility. This is your system, and no one knows it better than you; it is why we value the input from utility

personnel. A typical next step is to complete site visits to have a full understanding of conditions and identify potential areas of adverse impact including environmental and land use. For the new booster station design, we will first evaluate the layout and review parameters such as flow distribution, uniform velocity, net positive suction head, total dynamic head, suction piping minimum submergence, and minimum spacing. This initial engineering assessment will allow us to move into detail design by first preparing our 30% submittal, which includes plans, specifications, and opinion of probable construction cost. Subsequently and after your review, we will advance design into 60%, 95% and 100% complete. Additional information on JMT's execution of design projects is provided in the following sections under Work Process for Design Work. Our approach follows the Hydraulic Institute practices.

WATER AND WASTEWATER HYDRAULIC MODELING.

JMT is experienced in developing, evaluating, and utilizing water and wastewater system models for utility owners. Our engineers are proficient in using multiple modeling software packages and have a firm understanding of their different capabilities and drawbacks for different applications. Our experience in developing Master Plans allow us to complete complex analyses of critical system users; growth planning; as well as the technical modeling of both constant speed and variable frequency drive pump stations, pressure reducing valves, and tank storage. Although most urban cities are fully developed, redevelopment could impact both water demands, and sanitary sewer flow increases that require hydraulic modeling. In these redevelopment districts, we run capacity studies that enable cities to move forward with pipe replacement to meet the future needs of the city's plan and reduce overall costs to your program by accurately sizing pipes. Upon selection of our firm and as the need arises, our engineers will be available to work with your staff to complete an initial system evaluation, especially in those problematic areas, to identify improvements for the current and future development. Our team will be available to help with tasks including flow monitoring and capacity evaluations for both dry and wet weather events and a variety of development scenarios.



Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)
Upper	75626.59	Peak Flows	19443.55	666.00	674.09		674.45
Upper	75251.3	Peak Flows	19443.55	666.00	673.66		673.93
Upper	74771.74	Peak Flows	19443.55	665.15	672.89		673.35
Upper	74689.13 J61	Peak Flows	32777.76	663.75	672.62		673.20
Upper	74204.02	Peak Flows	32777.76	662.00	671.81		672.44
Upper	73943.38	Peak Flows	32777.76	662.00	671.06		671.85
Upper	73599.31	Peak Flows	32777.76	660.64	669.83		670.85

For the Charles County Department of Planning and Growth Management, JMT developed the physical models of the water supply systems using County provided GIS data and as-built drawings to represent the existing system most accurately. Under the Water System Model Development Project, JMT loaded the water consumption information into the physical model by using water billing data, which allowed the model to simulate the actual demands experienced in these systems. To ensure model validity, JMT worked with County staff to conduct fire hydrant flow tests and collected field data used to calibrate the hydraulic model. JMT also performed well site visits to collect an inventory of the well location, configuration, and supply capacity in the Waldorf and Bryans Road systems. JMT used the model to develop the Charles County Water Master Plan which provided a system overview and identified delivery pressures and fire flow capacities under multiple present-day and future scenarios. The hydraulic model was used to determine the consequences of critical system infrastructure failure.

ODOR CONTROL FACILITIES.

We will keep our project approach simple, **even when things do not smell right!** Our team, however, has the capacity to complete feasibility studies, optimization, permitting, and design of chemical, biological, ozone, or carbon systems. We will review your odor issue and help you find the right and simple solution for your system.

ELECTRICAL, SCADA, AND I&C DESIGN.

JMT focuses on code compliance, integration with the utility provider, and limited risk during construction. Our electrical designs follow the latest NEMA standards. We provide analysis and design of medium and low voltage power distribution including switchgear, transformers, sectionalizing switches, underground manholes, duct banks, motor control centers, and emergency power. For your wells, booster stations, lift stations, and odor control stations, our engineers will develop lighting, power, grounding, instrumentation, and power protection one-line diagrams, utilizing the latest industry software. Our team will ensure that early grounding modeling studies are considered during predesign efforts. It is often not included in projects resulting in severe damage to expensive electrical equipment. As needed and to have an early understanding of your water and wastewater systems, our team will model low and medium voltage short-circuit, load flow, and arc-flash studies. Our instrumentation and control (I&C) designs provide new control strategies and process control narratives for any lift station and booster pump station that meet the Utilities Department current design and control philosophy. Updated controls can provide remove monitoring and control of the pump station previously not available. All necessary contacts and power connections for the proper operation of the SCADA system shall be provided with every task.

WATER AND WASTEWATER TREATMENT PROCESS.

JMT engineers have performed water treatment facility designs and rehabilitation projects for public utilities of varying sizes and technologies. From small pilot scale testing and design of a membrane facility to large scale rehabilitation of existing facilities, JMT will apply these experiences to benefit the City in new or renovation designs to sustain the existing plants such as your Jacob A. Hands Wastewater Treatment Plant. Beyond the actual process evaluations and rehabilitations, JMT experienced staff of facility engineers will provide the City with evaluations and rehabilitation designs to sustain the existing building structures and mechanical, electrical, and plumbing systems.

The JMT staff includes civil, environmental, mechanical, chemical, structural, and electrical engineers with experience in all facets of design related to various types of treatment facilities. Our experience includes plants ranging in size from 0.05 MGD to 300 MGD including the use of new technology such as ultrafiltration membranes to ion exchange to remove iron and manganese and arsenic to reverse osmosis. Our team is experienced in water and wastewater energy management study and optimization programs.

Our *Headworks Improvements and Wet Weather Flow Equalization Project* for the city of Baltimore, MD received the **2021 ENR Mid-Atlantic Best Project and 2021 ASCE Outstanding Civil Engineering Achievement Award.**

SUBSURFACE UTILITY ENGINEERING.

SUE is the art, science, and technology of obtaining reliable information about subsurface utilities and surface features through the process of geo-prospecting, data interpretation, documentation, and utility location. Our internal subsurface utility investigation and mapping team provides services to support a wide range of infrastructure projects, including construction, alignment constraints, permitting, public safety, and record documentation. Our staff of professionals are experienced with an array of technologies and their respective coordination and applications in various project environments to assure we exceed client expectations. JMT will evaluate the most cost-effective solution and assign this type of services to local subconsultants if needed.

NPDES AND SWPPP.

Our design will ensure that construction projects are permit compliant with the National Pollutant Discharge Elimination System (NPDES) for preventing contamination of the waters of the U.S. As required, our team will include stormwater pollution prevention plans (SWPPP) as part of the design documents.

ENVIRONMENTAL.

Our highly skilled environmental specialists are experienced in the completion of NEPA documentation, 4(f) compliance, environmental impact studies and assessments, wetland identification and delineation, watershed assessment and planning, natural resources and wildlife habitat identification, stream and streambank assessment, natural channel design, community impact assessments to support land use, open space, parks and recreation, BLM, and project development.

JMT understands that coordinating with Federal, State, and Local agencies to secure environmental and regulatory permits are critical drivers to ensure compliance with current regulations and to meet previous commitments outlined during project planning efforts and pre-application discussions with regulatory personnel. Depending on the project opportunity and as applicable, our environmental team will be engaged in the project as soon as we receive notice to proceed. They will help us determine critical project environmental requirements and keep us out of trouble in terms of required steps that will need to be completed initially. This team will complete necessary reports and field assessments required for processing applications, permits, and associated reports.

GEOTECHNICAL ASSESSMENTS.

JMT's professional geotechnical engineering team is experienced in developing design recommendations for an extensive variety of projects. In addition to our design recommendations experience, our geotechnical engineers are experienced in construction inspection and testing, which allows for the incorporation of recommendations and warnings of conditions into the design documents that should be expected during construction. Our geotechnical engineers will complete tasks such as technical support in soil testing borings, test pits, in-situ testing, geophysical studies, groundwater monitoring wells for contamination and remediation, shallow and deep foundations, and slope stability. JMT will evaluate the most cost-effective solution and assign this type of services to local subconsultants if needed.

MASTER PLANNING.

JMT's utility engineering practice offers extensive experience in planning, management, engineering, and construction related to water and wastewater infrastructure. The **Water System Master Planning & Capital Programming Project** for the City of Baltimore (MD) is one of our recent master plan engagements. We can apply our company expertise to help you determine the utility needs for the short and long-term. We can assist completing the full-blown master plan or complete individual tasks including capital planning and programming, alternatives analyses, asset planning and management, stakeholder meetings, hydraulic modeling, cost estimating, process optimization, or cost estimating.

PROJECT MANAGEMENT AND CONSTRUCTION INSPECTION.

JMT has over 4 decades of experience in providing project management services for federal, state, and local government agencies. We offer services including project and construction management, inspection, project scheduling and claims analysis. We are recognized for our ability to aggressively anticipate potential problems and recommend solutions before projects are adversely affected, enabling the city to maintain schedule, costs, and quality. Our experience includes both civil and facility types of projects. Under the City of Las Cruces 2018 General Obligation Bond Projects, JMT provided project management and inspection services. We are currently providing oversight and inspection for the Roadrunner Transit and Operations Center.

Our construction managers and inspectors will complete tasks such as utility coordination, cost estimating, daily observations and recording of construction activities, payment application review, change order analysis, earned value analysis, and weekly construction progress meeting and minutes.

CLAIM REVIEW.

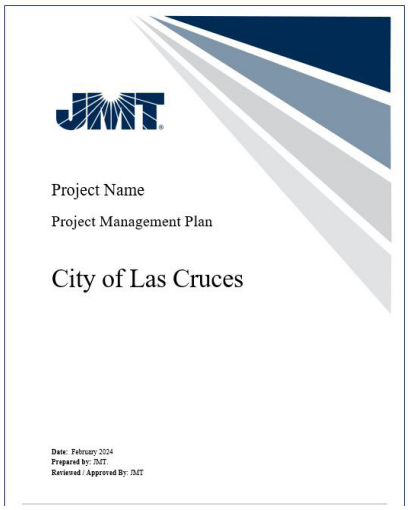
JMT understands that not all claims are valid, and we evaluate each claim for entitlement first before performing a detailed analysis of cost or time. We first identify the type of claim submitted by the contractor such as differing site condition, superior knowledge, disruption, loss of productivity, ambiguity of specifications, defective specifications, design error, loss of efficiency and other owner related causes, which will guide our approach to defense. Our next step is to determine whether the claim has merit (the contractor is entitled to compensation). Only after merit has been established, based on the specific situation and case law, will we proceed to determine the quantum (time and costs) of the claim. This prudent approach results in the most cost-effective claims analysis services by not expending time and money on a detailed review unnecessarily.

JMT acknowledges that an effective claims review must be performed in a professional and timely manner, which clearly identifies the construction, legal, and financial issues involved, and evaluates their impacts on each construction claim under review. We will provide objective and valid conclusions that the City of Las Cruces can use to successfully resolve the disputes represented by the claims.

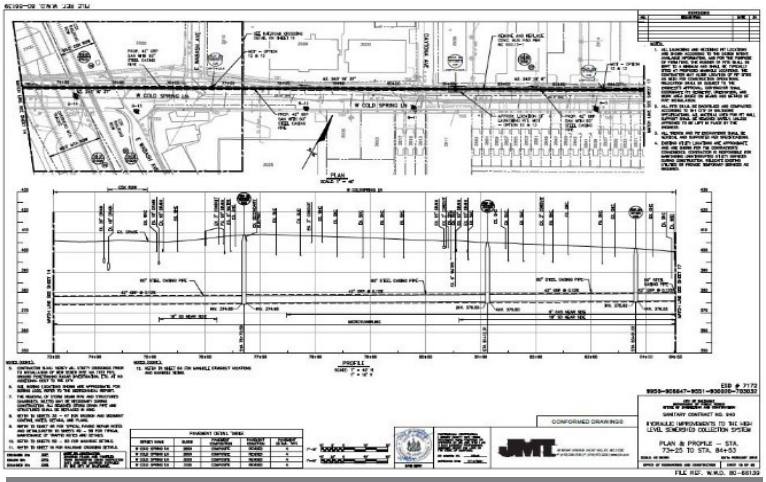
Our goal is to preempt or equitably resolve all issues as they arise. JMT will support the City of Las Cruces with claims that are not able to be resolved during the project. The **JMT Team employs licensed professionals that are industry experts and have testified as expert witnesses**.

THE FOLLOWING DESCRIBES OUR GENERAL WORK PROCESS FOR DESIGN PROJECTS.

PROJECT MANAGEMENT PLAN (PMP). JMT will prepare a PMP as soon as we receive notice to proceed. This document will contain important information including project team, scope of work, safety, lines of communication, budget, schedule, risk management, cost management, quality assurance/quality control, file storage, project closeout. We will share with you the project risks identified in this step. JMT's proven engineering services approach ensures our team meticulously follows critical project steps for a quality product. It is through an early development of a comprehensive project management plan (PMP) for each engineering engagement. Our PMP clearly identifies critical project components such as project team, scope of work, safety, lines of communication, budget, schedule, risk management, cost management, quality assurance/quality control, file storage, project closeout, and lessons learned. It is the basis of our approach and an important reason why our projects are successful. We will implement this same effective PMP tool in our engagements in your projects.



FEASIBILITY STUDY AND SCHEMATIC DESIGN. As the project requires, JMT will prepare feasibility studies to evaluate projects prior to design phase. Our deliverable to the City will include a report. For the Schematic Design phase and prior to commencing any work, JMT will schedule a kickoff meeting with the City and stakeholders, as directed by the City's Project Manager. The goal of this meeting will be to establish lines of communication for the project, discuss specific project objectives and set the schedule for the work. JMT intends to maximize the value of the meeting by discussing the information that is required to define the project path as early as possible. JMT anticipates that site visits will be completed as part of the kickoff meeting to facilitate discussion about specific field/site issues.



Sample 100% plan and profile for pipe design project

DESIGN DEVELOPMENT. Following the completion of the Feasibility Study and Schematic Design, JMT will complete design deliverables as per the contract documents, generally 30%, 60%, 95%, and 100%. The deliverables will include design drawings, specifications, and cost estimate. The plans will generally include proposed alignment, site restoration details, traffic control plans, sediment control plans, stormwater management plans. Review meetings will be held following submittals to address City comments.

QUALITY ASSURANCE AND QUALITY CONTROL. JMT has a well-established Quality Assurance (QA) and Quality Control (QC) **program that is ISO 9001:2015 certified**. We will rely on discipline specific engineers and senior technical reviewers with the skill sets and experience in our selected categories to ensure our work receives an appropriate level of review by a seasoned professional. Our internal QA/QC review process is often performed in Bluebeam Studio, to ensure all issues are resolved and a process of quality control checks are completed.

Our QA/QC program consists of several components. For example, during the early stages of the project, we will review initial plans and studies to identify and resolve potential constructability issues. By doing so, we can proceed with confidence with our design and avoid potential issues from occurring during construction which can then become more complicated and expensive to resolve. Often, we have found that these reviews may improve the overall design, provide cost-savings, and have a positive effect on the overall schedule.

JMT's QA/QC program also focuses on independent reviews of every deliverable at every milestone of the project. We use JMT's custom 5-Step Bluebeam Process which follows:

During our QA/QC program, we will also perform the following procedures:

- Our PM will identify hard internal draft submittal deadlines within our project schedule to ensure there is sufficient time for our QC reviews to occur, as well as the necessary time to address comments and backcheck before our submittal. Deliverables to the City will be posted to our ProjectWise system along with our internal QA/QC PDFs.
- To ensure the City's comments are fully addressed, we will schedule a comment resolution meeting with City reviewers to discuss all comments requiring clarification. After the meeting, actions for all comments will be identified and we will ensure each comment has been addressed to complete the verification process.

BID/AWARD PHASE. Bid documents will incorporate City's comments from review meetings. The 100% complete (signed and sealed) construction documents will be ready for bidding and approved through Public Works for construction. JMT will attend the pre-bid meeting to assist the City with technical questions and clarifications. JMT will produce addenda as needed.

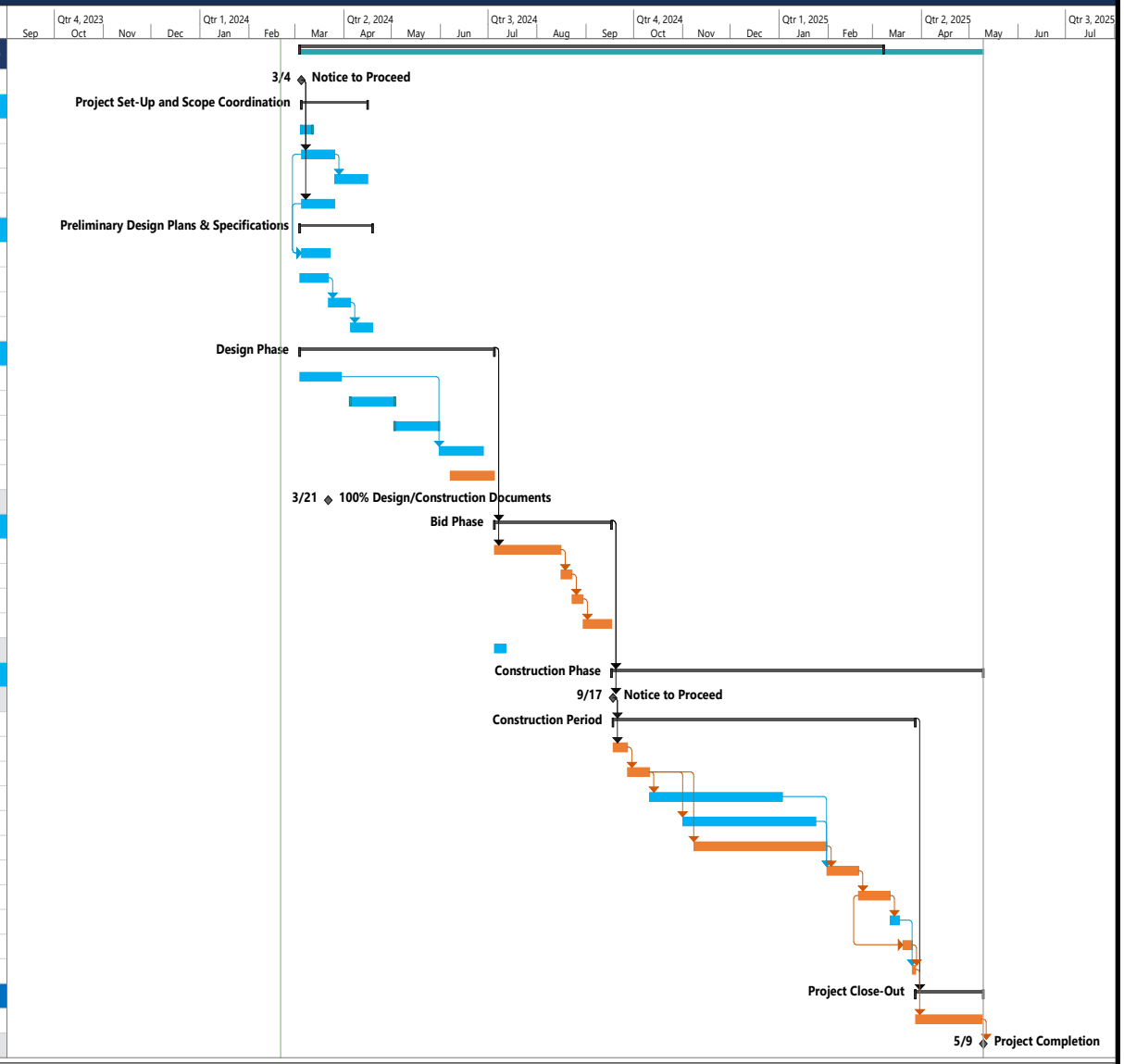
CONSTRUCTION PHASE SERVICES. For office engineering, JMT will complete tasks including responding to RFI, change order review, clarifications, site visits, change order analysis and negotiation, and schedule analysis. For field work, we will represent the City with highly trained staff serving as construction managers, resident project representatives, and inspectors who provide full-time or part-time field observation and documentation of construction. We have used Procore software for documentation.

AS-BUILTS DRAWINGS. JMT will generate as-built drawings based on the contractor's red line submittals in AutoCAD format. Revisions to contract drawings will reflect field changes shown on the contractor's and field staff's record sets of plans, contractor's field survey data, change orders and field changes.

A typical project schedule/timeline

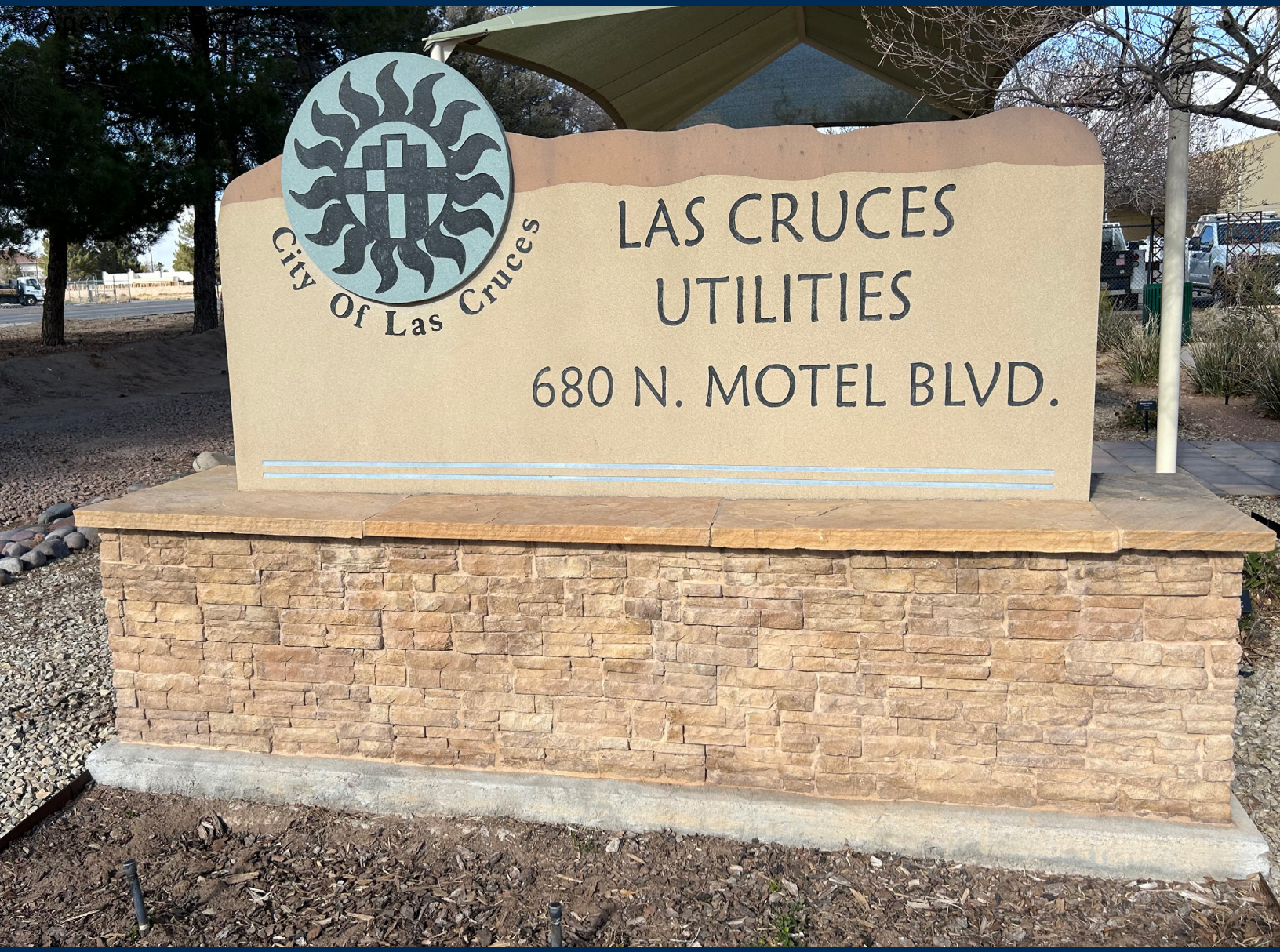
UTILITY PROJECT - SAMPLE SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Sample Utility Project**	**265 days**	**Mon 3/4/24**	**Fri 3/7/25**
2	Notice to Proceed	1 day	Mon 3/4/24	Mon 3/4/24
3	**Project Set-Up and Scope Coordination**	**30 days**	**Tue 3/5/24**	**Mon 4/15/24**
4	Complete PMP	5 days	Tue 3/5/24	Mon 3/11/24
5	Preliminary Survey	15 days	Tue 3/5/24	Mon 3/25/24
6	Geotechnical Study	15 days	Tue 3/26/24	Mon 4/15/24
7	Preliminary Coordination	15 days	Tue 3/5/24	Mon 3/25/24
8	**Preliminary Design Plans & Specifications**	**34 days**	**Mon 3/4/24**	**Thu 4/18/24**
9	Development of Schematic Plans & Specifications	14 days	Tue 3/5/24	Fri 3/22/24
10	Client Review of Documents & Specifications	14 days	Mon 3/4/24	Thu 3/21/24
11	Modifications of Documents	10 days	Fri 3/22/24	Thu 4/4/24
12	Client Final Review of Documents	10 days	Fri 4/5/24	Thu 4/18/24
13	**Design Phase**	**89 days**	**Mon 3/4/24**	**Thu 7/4/24**
14	30% Design Submittal & Review	20 days	Mon 3/4/24	Fri 3/29/24
15	60% Design Submittal & Review	20 days	Fri 4/5/24	Thu 5/2/24
16	95% Design Submittal & Review	20 days	Fri 5/3/24	Thu 5/30/24
17	100% Design Submittal & Review	20 days	Fri 5/31/24	Thu 6/27/24
18	Final Submittal Review	20 days	Fri 6/7/24	Thu 7/4/24
19	**100% Design/Construction Documents**	**14 days**	**Mon 3/4/24**	**Thu 3/21/24**
20	**Bid Phase**	**52 days**	**Fri 7/5/24**	**Mon 9/16/24**
21	Draft RFP	30 days	Fri 7/5/24	Thu 8/15/24
22	Advertising Phase	5 days	Fri 8/16/24	Thu 8/22/24
23	Score and Selection	5 days	Fri 8/23/24	Thu 8/29/24
24	Proposal Recommendation to Client	12 days	Fri 8/30/24	Mon 9/16/24
25	**Award / Contract Execution**	**5 days**	**Fri 7/5/24**	**Thu 7/11/24**
26	**Construction Phase**	**169 days**	**Tue 9/17/24**	**Fri 5/9/25**
27	**Notice to Proceed**	**1 day**	**Tue 9/17/24**	**Tue 9/17/24**
28	**Construction Period**	137 days	Wed 9/18/24	Thu 3/27/25
29	Site Clearing, Grading & Demolition	7 days	Wed 9/18/24	Thu 9/26/24
30	Earthwork	10 days	Fri 9/27/24	Thu 10/10/24
31	Drainage Utilities	60 days	Fri 10/11/24	Thu 1/2/25
32	Sanitary Sewer Utilities	60 days	Fri 11/1/24	Thu 1/23/25
33	Water Utilities	60 days	Fri 11/8/24	Thu 1/30/25
34	Subgrade/Flexible Base	14 days	Fri 1/31/25	Wed 2/19/25
35	Curb & Gutter and Sitework	14 days	Thu 2/20/25	Tue 3/11/25
36	Asphalt Paving	4 days	Wed 3/12/25	Mon 3/17/25
37	Landscape	4 days	Thu 3/20/25	Tue 3/25/25
38	Pavement Markings & Signage	2 days	Wed 3/26/25	Thu 3/27/25
39	**Project Close-Out**	**31 days**	**Fri 3/28/25**	**Fri 5/9/25**
40	Substantial Completion/Punch List	30 days	Fri 3/28/25	Thu 5/8/25
41	**Project Completion**	**1 day**	**Fri 5/9/25**	**Fri 5/9/25**



Task, Split, Milestone, Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks, External Milestone, Deadline, Critical, Critical Split, Progress, Manual Progress

Page 1



Evaluation Criteria No. 2

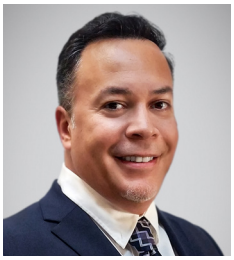
QUALIFICATIONS / COMPETENCE

Key Personnel

Atzuko Reveles, PE — Principal Engineer/Project Manager

Atzuko brings comprehensive knowledge and leadership in water and wastewater systems in the Las Cruces area. He is experienced in feasibility studies, design, project, program, and construction management across various sectors. Atzuko's prior design experience with the City of Las Cruces will be instrumental for project delivery. Some of the projects he completed include design of water pipes, water reservoirs, bridge design for Roadrunner Parkway, vulnerability study for water and wastewater systems, feasibility studies for implementation of gas/water automatic meter reader, and updates to the Utilities O&M.

Marco Trujillo, PMP — Water/Wastewater Lead



Marco is a civil engineer with more than 20 years of experience in water and wastewater systems design. His experience encompasses project construction management, modeling, assessment, treatment facilities, landfills, lift stations, water pump stations, and water, sewer, and stormwater pipelines. Past relations with the CLC: Marco worked closely with the City of Las Cruces, engineering, operations, and GIS departments during the transite pipe master plan. This master plan helped the city prioritize the replacement of their transite water lines in a period of 10 years and improved documentation regarding failure analysis and asset management.

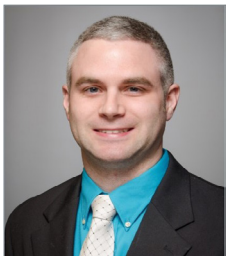
Ben Asavakarin, PE — Water Treatment Engineer Lead

With over 23 years of experience, Ben brings a wealth of expertise to the table, spanning wastewater process engineering, pumping stations, instrumentation and controls, hydraulic modeling, water distribution systems, and sewer collection system design. His portfolio encompasses a diverse array of tasks, from conducting feasibility studies and crafting alternative analysis reports to meticulously preparing contract documents, navigating permitting processes, and providing invaluable support throughout the construction phase.

Arturo Chavez Del Bosque — Designer Lead

With a bachelor's degree of science in civil engineering, Arturo brings 3 years of local design and management experience. He has completed various design projects in the New Mexico and Texas regions. Arturo's excels in design procedures and hydraulic and hydrology analyses, and roadway design improvements. His knowledge of the New Mexico communities has contributed to their existing improvements and future planning. Arturo will work closely with the project manager and team to complete the different project phases, including drawings and specifications related to specific designs.

Steven Pickel, PE — Natural Gas Lead



Steven is a seasoned leader with over 15 years experience in utility projects, known for his innovative approach and steadfast reliability in delivering timely and cost-effective results. His expertise has led to successful outcomes across diverse projects, including gas design and assessment, sewer replacement and rehabilitation, force main design, pumping stations, and water main replacements. Additionally, Steven excels in trenchless pipeline design methods and is trusted by major water utility clients to conduct detailed peer reviews of complex designs. Steve's team received the project of the year, new installation honorable mention by Trenchless Technology Magazine in 2023 for the Hydraulic Improvements to the High Level Sewershed Collection System project in Baltimore.

David Berry, PE — QA/QC Lead

David has 21 years of broad engineering experience in VA, MD, DC, NJ, and PA; including: flow metering, I/I analysis, utility design and rehabilitation. He has worked in the public and private sectors on numerous projects involving studies and the preparation of contract documents. These projects included both new construction and rehabilitation to existing systems. He has managed and completed numerous task orders under engineering services on-call contracts.

ORGANIZATION CHART

LEGEND
- ★ Resume Included
- ✓ New Mexico PEs
- % Availability

CITY OF LAS CRUCES

PRINCIPAL IN CHARGE
Mel Herrera, PE, LEED AP 15% ✓

PROJECT MANAGER
Atzuko Reveles, PE 60% ★ ✓

QA/QC LEAD
David Berry, PE 20% ★

UTILITY SERVICES

- **WATER/WASTEWATER LEAD**
  Marco Trujillo, PMP 50% ★
- **WATER TREATMENT LEAD**
  Ben Asavakarin, PE 35% ★
- **NATURAL GAS LEAD**
  Steven Pickel, PE 20% ★
- **SWPPP ENGINEER**
  Tara Alexander, PE, CFM
- **DESIGNER LEADS**
  Arturo Chavez Del Bosque 50% ★
  Julia Raneses

FACILITY DESIGN SUPPORT

- **MODELER/ASSET MANAGEMENT LEADS**
  Matt Smith, PE
  Brenda Hui, PE
- **ELECTRICAL AND I&C LEAD**
  Dimitri Petrov, PE, RCDD, LEED AP
  30 %

OTHER DESIGN SUPPORT

- **PROGRAM MANAGER SUPPORT**
  Arturo Gonzalez, RA
- **ENVIRONMENTAL LEAD**
  Ryan Robel
- **GEOTECHINCAL LEAD**
  Michael Leffler, PE
- **SURVEY LEAD**
  Jack Derr, RPLS

CONSTRUCTION SERVICES

- **CONSTRUCTION MANAGEMENT LEAD**
  Gerardo Garcia, PE, CCM ✓
- **INSPECTOR**
  Saul Mejia, EIT

NATIONAL SUPPORT TO CALL ON AS NEEDED.

PRINCIPAL MEMBER:
Mel Herrera, PE, PMP, LEED AP, Principal in Charge / Senior Vice President
P: 915.490.8177 I mherrera@jmt.com I
404 Executive Center Blvd., El Paso, Texas 79902

LOCATION WHERE WORK IS PERFORMED:
All work will be coordinated and performed by the JMT El Paso, TX office located at 404 Executive Blvd, with the support of our technical leads.

NEW MEXICO PROFESSIONALS:
New Mexico Registration: Johnson, Mirmiran & Thompson, Inc.
NM Secretary of State Business ID#: 52445860
Melchor Herrera – NM PE #18290
Atzuko Reveles – NM PE #22651

STAFF AREA OF COMPETENCE

		PROJECT PERSONNEL															
		Mel Herrera, PE, LEED AP	Atzuko Reveles, PE	Marco Trujillo, PMP	Steven Pickel, PE	David Berry, PE	Ben Asavakarin, PE	Saul Mejia, EIT	Arturo Chavez Del Bosque	Julia Raneses	Brenda Hui, PE	Michael Leffler, PE	Dimitri Petrov, PE	Tara Alexander, PE, CFM	Gerardo Garcia, PE, CCM	Ryan Robol	Jack Derr, RPLS
Water	Treatment Process	●	●	●		●	●										
	Transmission & Distribution	●	●	●	●	●	●			●	●			●	●	●	
	Pumping Station / Wells	●	●	●	●	●	●						●				
	Hydraulic Modeling	●	●	●	●	●	●		●		●	●			●		
	Storage Tanks		●	●	●	●	●		●					●		●	
Wastewater	Treatment Process	●		●		●	●	●									
	Collection System	●	●	●	●	●	●	●	●	●	●				●		
	Forcemain	●	●	●	●	●	●										
	Pumping	●	●	●	●	●	●	●					●			●	
	Odor Control	●	●	●	●		●	●									
Gas	Pipeline Design				●												
	Modeling				●												
	Assessment				●												
MEP	SCADA & Instrumentation	●	●	●		●	●						●				
	Mechanical	●	●	●		●	●	●									
	Electrical							●									
	Plumbing							●									
	HVAC							●									
General	Civil	●	●	●	●	●	●	●	●	●	●	●		●	●	●	
	Structural	●						●				●					
	Drainage	●	●	●	●	●	●	●	●			●	●	●			
	Cost Estimating	●	●	●	●	●	●	●	●			●	●	●	●		
	Scheduling	●	●	●	●	●		●							●		
	Construction Management	●	●	●		●		●	●						●		
	Feasibility Studies	●	●	●	●	●		●							●		
	NPDES & SWPPP	●	●	●		●		●									
	Permitting	●	●	●	●	●	●	●				●	●	●	●	●	●
	Survey/SUE	●	●	●		●											●
	GIS/Technology								●	●	●						
	Safety Management	●	●	●		●									●		●

Evaluation Criteria No. 3

John T. Hickerson WRF Design Build Improvements
El Paso Water, El Paso, Texas

PROJECT DESCRIPTION

The John T. Hickerson Water Reclamation Facility has a total capacity of 17.5-million-gallons per day. Critical components of Treatment Train # 1 were due for rehabilitation for a total construction cost of nearly $30 million. The work included the replacement of key treatment infrastructure mechanisms for the headworks, clarifiers, aeration basins and pumping rooms.

The following project components tasks were performed while maintaining the plant fully operational:

- Large diameter sewer pipelines
- Natural Gas Pipes
- Master Planning
- Flow meters and vaults
- SUE
- Crane system design and construction
- Wastewater design

- Structural design
- Electrical, SCADA and I&C design
- NPDES and SWPPP
- Odor control system installation and start up
- HVAC and plumbing design
- Lift station design
- Standby power generators

JMT acted as the Owner advisor and was closely involved in this project from the planning phase, conducting tasks such as condition assessment of critical infrastructure prior to bid phase, performance specifications, construction cost estimates, and the preparation of bridging documents through the progressive design-build model, review of contractors' proposal, providing recommendations for the most qualified design-build contractor.

JMT also provided overall project management, management of subconsultants, review of technical specifications, conducted progress meetings, reviewed design, completed earned value analysis and negotiated guaranteed maximum price with the contractor.

REFERENCE

El Paso Water
Carlos Dominquez, PE
Project Manager
P: 915.594.5697

2021 & 2022 Water Main Replacement Programs
City of Englewood, Colorado

PROJECT DESCRIPTION

The City of Englewood's water distribution system is aging and much of the piping is undersized. Historically, the City's approach to replacing their water mains was reactive – a new development or construction project which requires larger service may result in an upsized main. During the Water Master Plan development, the City identified the need to begin a formalized Water Main Replacement Program. JMT was selected to kick-off this effort with the 2021 Water Main Replacement Program.

JMT's scope included review of utility drawings, modeling coordination, field investigations of water meters and service lines, utility designation, topographic surveying, preparation of contract documents including requirements for traffic control, detailed specifications, and preparation of cost estimates. All contract documents were prepared in accordance with City of Englewood standards. Additionally, JMT was responsible for coordination with regulatory agencies and permitting (Grading, Sediment Control, and Stormwater Management Plan, CDOT Utility permit), as well as engaging affected customers throughout the design process. A robust QC and Project Management Plan was implemented to minimize issues during construction.

JMT's design addresses the City's concerns related to lead service lines. Review of service line records showed a lack of pipe material information. JMT leveraged our experience working with clients across the country to help the City develop a standardized process for addressing lead service line replacements and manage risks associated with change orders for unexpected replacements.

A key consideration during design was minimizing or eliminating the need for temporary service during construction. JMT evaluated each site to determine the feasibility of relocating the replacement mains and determined that sufficient room existed within the ROW to accommodate the new main while keeping the existing main in service. As a result, no temporary service was required for the over 50 residential and fire services replaced under this project.

Following completion of design, JMT provided assistance during bid phase, provided construction administration services, and construction inspection services. This contract was completed per the original schedule and budget.

- Natural gas pipes
- Master planning
- Water pipe design
- Bid phase services
- Topographic survey

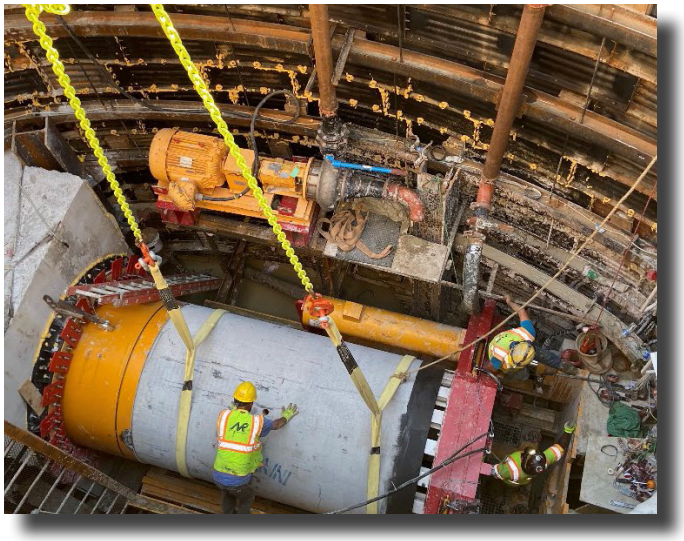
- NPDES and SWPPP
- Permitting
- Traffic control
- Services during construction
- Modeling

REFERENCE

City of Englewood, Colorado
Stephanie Ellis, PE
P: 303.783.6811

Hydraulic Improvements to the High Level Sewershed Collection System (SC 940) City of Baltimore, Department of Public Works

PROJECT DESCRIPTION



JMT designed trenchless improvements to eliminate sanitary sewer overflows and basement backups in the High Level Sewershed and improve water quality and sewer system efficiency for the people of Baltimore. The High Level Sewershed conveys sewage flow from the west side of Baltimore and part of the county to the Back River Wastewater Treatment Plant (WWTP), which serves 1.3 million customers. Although it covers only 10% of the city, it is a critical link in the city's sewer collection system.

A 2009 study conducted by JMT discovered multiple engineered sanitary sewer overflows (SSOs) in the Sewershed, all requiring elimination according to the City's Consent Decree. Currently, there are three overflows remaining at the north end of the Sewershed. The existing collection system in this area was constructed with minimal slopes, due to flat topography. This caused the undersized pipes to frequently surcharge and activate the SSOs. To eliminate two of the overflows, the City decided to build an underground storage tank near Towanda Park in Baltimore.

After the City chose to convey and store flows at the Back River WWTP, the underground storage tank was removed in favor of increased capacity to the collection system. JMT worked as a consultant for the City of Baltimore Department of Public Works, examining multiple rehabilitation and replacement scenarios such as a parallel relief sewer, a stacked pipe configuration with new pipe installed above existing pipe, pipe upsizing, and a new alignment. After reviewing the site constraints, which included a pipe depth exceeding 25 feet, busy neighborhood streets, a CSX railroad crossing, and other environmental impacts, JMT and the City determined the best option was to develop a new alignment installed by microtunneling.

JMT's final design included 8,000 linear feet of gravity sewer using a two-pass installation method. The casing pipe was designed with 60-inch steel. However, it was later changed to a 60-inch RCP casing during construction. The carrier pipe inside the casing is 42 inches and fiberglass. JMT also included a 96-inch diversion manhole with a fiberglass insert and stop gates to direct flow into the new sewer, while maintaining access to the existing sewer for flushing and maintenance. Additionally, JMT helped the City install 24 new manholes for access and replace 11,000 linear feet of sewer using large diameter pipe by open cut. Construction began in November of 2019 and was completed in July of 2022.

- Large diameter sewer pipelines
- Deep pipe design
- Master Planning
- Manholes
- SUE
- Hydraulic modeling
- Wastewater design

- Structural design
- Environmental impact studies
- NPDES and SWPPP
- Cost estimates
- Geotechnical assessments
- Railroad crossing

Trenchless Technology Magazine awarded the 2023 Honorable Mention Project of the Year

REFERENCE

City of Baltimore, Maryland
Department of Public Works
Mohammed Rahman
P: 410.396.3440

404 EXECUTIVE CENTER BOULEVARD
EL PASO, TEXAS 79902
P: 925.351.1900 I WWW.JMT.COM

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Johnson, Mirmiran, & Thompson, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

JOHNSON, MIRMIRAN & THOMPSON, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "H"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Kimley-Horn and Associates, Inc., of 1001 West Southern Ave, Ste 131, Mesa, AZ, 85210, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Kimley-Horn and Associates, Inc. 1001 West Southern Ave, Ste 131 Mesa, AZ 85210 ATTENTION: John Kissinger

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
_____
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Kimley-Horn and Associates, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 330.00
2	Project Engineer/Project Manager	$ 295.00
3	Senior Engineer	$ 240.00
4	Design Engineer	$ 205.00
5	Engineer Intern	$ 170.00
6	Engineering Technician	$ 150.00
7	Drafting Technician	$ 135.00
8	Survey Crew**	$ N/A
9	Construction Inspector/Observer	$ N/A
10	Administrative/Clerical	$ 130.00
11	Field Testing and Investigations	$ N/A
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%)

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$
16	Color Copies (per copy)	$
17	Prints 24x36 (per sheet)	$
18	Mylars 24x36 (per sheet)	$
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

PREPARED FOR

CITY OF LAS CRUCES

PROPOSAL FOR

Utilities Engineering Services

RFP No. 23-24-052

FEBRUARY 27, 2024

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

February 27, 2024

City of Las Cruces
700 North Main
Las Cruces, NM 88001

Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Re: Proposal for Utilities Engineering Services, RFP No. 23-24-052

Dear Members of the Selection Committee,

The City of Las Cruces (City) is seeing a proven design consultant to support a variety of utility planning, design, and construction support services ranging from water and wastewater improvements to gas utility design and planning. Kimley-Horn is pleased to offer our multidisciplinary engineering and design services, which will enable the design of an array of multifaceted projects throughout the city. We have the relevant experience, quality team, and availability to provide the utilities engineering tasks associated with this on-call contract. We are pleased to offer the City the following benefits in partnering with Kimley-Horn:

Experienced Team with Passion: Project Manager Ray Montoya has 26 years of experience in the water/ wastewater industry. Since 1998, Ray has served as lead engineer, construction manager, and project manager for various project efforts across the western United States and has managed utility projects ranging from planning and assessments, full-scale design, and startup/construction phase services. With the full support of the regional Kimley-Horn Utility Team, Ray leads projects for municipalities across multiple states in the Southwest.

Deep Resources: Our key team members have a successful history of water and wastewater infrastructure planning, design, and construction phase services including treatment plants; water transmission and distribution systems; water pumping and storage; lift stations; groundwater wells; and hydraulic modeling as well as ancillary services such as electrical, instrumentation, and controls; building mechanical; site/civil; and site security. **Our entire Kimley-Horn team has worked together for many years and have a solid history of preparing preliminary design, final design, and construction phase services for over 50 water/wastewater projects in the Southwest.** Our team includes Project Manager Ray Montoya and other key team members, who offer a proven track record of successfully coordinating stakeholder efforts involving municipalities throughout New Mexico, Arizona, and other surrounding states.

National Experience with Local Knowledge: The Kimley-Horn team has successfully completed recent engineering services for the City by leveraging our nationwide experts to tackle challenging local problems. **Our Project Manager, Ray Montoya, along with lead Planning Engineer, Jeff Kellner, were both born and raised in Las Cruces. As natives and graduates of New Mexico State University, they remain committed to the community they still call home.** They know firsthand the impacts of needing to serve a fast-growing population, along with the immediate needs of maintaining older infrastructure within the city center. Both Ray and Jeff will make the City their priority, and utilize the strength of Kimley-Horn's award-winning national utility experts as needed.

Kimley-Horn appreciates the opportunity to submit our proposal and we look forward to continuing our partnership with the City. We are confident in our qualifications and our ability to successfully deliver on assignments from this on-call. **We acknowledge receipt of all addenda.** If you have any questions, please contact Ray Montoya at 602.678.3454 or ray.montoya@kimley-horn.com.

Sincerely,

KIMLEY-HORN

Ray Montoya, P.E.
Project Manager

John Kissinger, P.E., PTOE
Senior Vice President | Authorized Signer

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1,2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Kimley-Horn and Associates, Inc.

7740 N. 16th Street, Suite 300

Phoenix, AZ 85020

Authorized Signature

John Kissinger, P.E., PTOE
Typed or Printed Name

Senior Vice President | Authorized Signer
Title

John.Kissinger@kimley-horn.com
Email Address

Telephone number 602.944.5500 Fax number 602.944.7423

NM Tax & Revenue Dept. CRS # 0206234700

Current NM Secretary of State Business ID # 1321967 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 56-0885615 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes __X__ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Evaluation Criteria No. 1: Technical Approach

A. Technical Approach

Utility engineering has been a key discipline for Kimley-Horn's practice for the past 35 years. We have knowledgeable professionals to address every aspect of the needs of the City of Las Cruces (City) associated with utility engineering, and other related fields that rely on these utility-related topics such as water/wastewater treatment and funding assistance. Kimley-Horn's professionals have successfully completed a wide range of projects for state, regional, and local agencies. Our engineers will provide the City with various professional, technical, and customary services as they relate to the on-call tasks assigned by the City. We do not just work to find solutions to the task we are selected to complete, but provide additional value to the project by thinking ahead to anticipate how given solutions will affect other aspects of the project. We work to get these items incorporated into the task schedule as needed, and we make it a priority to keep up-to-date on innovative and emerging technologies and methods and think outside the box to find creative solutions to tasks.

B. Major Tasks to be Accomplished

Our team has served as on-call consultants for many municipalities over the years and we have developed an approach to making every task a successful one.

Our major tasks and goals for this contract include the following:

Being Flexible. We know that having a flexible approach is a critical need during on-call contracts. Our project team understands how to navigate changes to the project schedule, scope, budget, and other various unforeseen circumstances. Our team is knowledgeable and available to offer our consulting services if and when these changes arise.

Thinking and Acting as an Extension of the City's Staff. Our team will approach the City's projects as though we are part of your staff. We want to operate as one efficient unit, prioritizing your overall vision and goals. We anticipate acting in concert with the Las Cruces community and working to minimize constraints to the City's objectives.

Thinking Big Picture. We will look beyond the project, asking ourselves: What is the ultimate goal? We will help the City identify and procure outside funding whenever possible.

Being Creative. We will look for creative and innovative solutions and present them to the City throughout the projects that come out of this on-call contract. One example of this includes when Kimley-Horn was tasked by the City to complete a signal timing and phasing evaluation at the closely-spaced intersections of Spitz Street/Three Crosses Avenue and Main Street/Solano Drive. Our team found that without clustering the intersections together, the City could instead utilize fixed timing to accomplish the same result and be more flexible. This allowed the City to customize the signal splits while maintaining coordination between the two intersections. Kimley-Horn also provided additional recommendations at these locations to improve operations, including double-servicing a left turn and changing the phase order.

Providing Community and Council Support. Outreach to the community can be as important as the design of a project. We can prepare all exhibits and media, present information to the community or council, or simply provide support for the City. Our public involvement team is versed in community outreach and will work with the City to reach consensus among all stakeholders involved.

Approach to On-Calls to Accomplish Major Tasks

Our team is dedicated to responding to project requirements. On-call contracts require a different approach from project-specific contracts; therefore, each task assignment will need a tailored team and approach. For this contract, we have assembled a team of individuals that are responsible for ensuring high-end client service. **This includes John Kissinger P.E., PTOE will serve as your Principal-in-Charge, who will oversee the overall success of the contract and client satisfaction. Ray Montoya, P.E. will service as our Contract Manager and will oversee the various task order assignments and assign the appropriate team members to the project(s).** He will also be responsible for ensuring that the City's overall needs are met, that we produce high-quality designs, that we exceed expectations, and meet all contractual requirements.

Task Order Assignment Team, Scope, Budget, and Schedule

Once a project or task is assigned under the contact, Ray will work closely with the City to assign a project team based on team member availability and the project's technical components. As shown in the organizational chart on page 7, we have provided a deep bench of staff to

overcome any staff availability challenges. The project team will present a detailed scope of work, budget, and schedule to the City for approval. Once approved, the assigned project manager will create a detailed work plan and will distribute it to the project team.

Project Implementation

As noted in the timeline in Figure 1 on page 6, a kick-off meeting will be scheduled immediately following the notice to proceed where the work plan will be discussed in detail. During this meeting, the team will establish expectations and responsibilities, outline subtask responsibilities, identify project milestones, finalize schedules, and provide any clarity around project goals and objectives. On a monthly basis, a review of the original project schedule is completed. An estimate of progress (percent completion) is then determined. Each month this schedule is then updated, printed, and reviewed by our project team members. We also compile and send minutes of meetings that occurred that month and a monthly progress report, along with the monthly invoice. The work plan will be continually monitored and revised as the project proceeds to help ensure adherence to schedule and budget.

Additionally, the project manager will provide the City with a monthly progress report that tracks project status against items such as budget, schedule, and key deliverables.

Quality control reviews are built into the project schedule. We will schedule meetings with the Kimley-Horn design team to provide schedule compliance and quality production, as well as address any challenges that may arise as quickly as possible. We also will schedule meetings throughout the project with other relevant internal partners and advisors to provide extra layers of review.

Project Close-Out

Upon completing a project, Ray will check in with the City to get feedback on the project. We will also conduct an internal lessons learned workshop to improve performance on any current or future projects with the City.

C. Statement of Services

Kimley-Horn is a multidisciplinary engineering and design firm that has provided high-quality water/wastewater design, engineering, and consulting services for the past 35 years. **With over 390 staff and over 20 dedicated water/wastewater professionals in the Southwest region, we have the local resources necessary to serve the City for the entirety of the scope outlined in the Request for Proposal (RFP)**. Kimley-Horn's water/wastewater group has extensive experience in planning and designing a variety of water/wastewater projects, including planning and final design of transmission and distribution water pipelines, sewer collection pipelines, trenchless technology designs, utility coordination, studies, pipeline rehabilitation, and hydraulic modeling. Our team also offers water and sewer facility design services, including water pump stations, tanks, sewer lift stations and evaluations, water and wastewater treatment plants, site security, permitting, and construction administration.

Water/Wastewater (W/WW) Services

- Master Planning and Hydraulic Modeling
- Capital Improvement Planning/Project Prioritization
- Wastewater Treatment Evaluations
- Water Transmission Main/Distribution
- Water Treatment Facility Design
- Wastewater Treatment/Reclaimed Water Design
- Collection Systems Evaluation/Design
- Booster Pump Station Planning/Design
- Lift Station Planning/Design
- Water Storage Facilities
- Geographic Information System (GIS)
- Well Equipping Design
- Condition Assessments
- Pipeline Rehabilitation
- Trenchless Utility Design
- Storm Drainage System Design
- Rehabilitation/Replacement
- Cost Estimation
- Permitting
- Funding Assistance
- Construction Observation/Management
- Electrical, Instrumentation, and Controls
- Heating, Ventilation, and Air Conditioning (HVAC)/ Mechanical
- Structural Engineering and Forensics
- Per-and Polyfluoroalkyl Substances (PFAS) Investigation and Treatment

Water, Wastewater, and Gas Systems

Our team has been involved in several infrastructure replacement projects. Therefore, the team has the necessary knowledge to address the challenges anticipated with these types of projects. **Our team has a strong history of water, sewer, and gas main system planning and design.** This team has led the planning and design of hundreds of miles of various pipelines within right-of-ways (ROW). Additionally, we fully understand the importance of providing designs that maintain existing service for customers, water meter tie-ins/ replacements, protecting existing private utilities, and communicating with adjacent residents/businesses and utility owners.

Our proven approach to developing horizontal alignments of pipelines includes the use of field reviews to confirm utility locations, private property impacts, and anticipated pavement and sidewalk replacements. Our team will complete a site walk to not only field-verify the above-ground appurtenances (sewer manholes, water/gas valves, existing water/gas meters, and sewer cleanouts) associated with the existing water, gas, and sewer mains, but will also confirm anticipated impacts to existing private properties, such as privacy walls that extend into ROW. This detailed approach to understanding and documenting the existing utility and site conditions has been extremely valuable on past projects, allowing installation of water and gas main improvements to be constructed with little to no unforeseen conditions occurring during construction.

We bring a strong commitment to using the most cost-effective approach for replacement and rehabilitation including advanced technologies and techniques for our pipeline rehabilitation services. We employ trenchless construction methods, pipe bursting, slip lining, and cured-in-place pipe lining, to minimize disruption to the community.

Additionally, our **teams use closed-circuit television (CCTV) inspection systems to assess the condition of sewer systems and identify areas in need of rehabilitation.** We are committed to developing strategies that address the immediate needs of the sewer system but also consider the long-term impacts on the environment and public health.

Kimley-Horn's in-house expertise includes gas utility design. In general, proposed gas distribution systems are evaluated and assessed to provide recommended minimum pipe size for each segment based upon the established normal operating pressure of the system and utilities minimum allowable line pressure. Loads are evaluated in their maximum flowing conditions, representing worst case supply scenario for the system and recommendations, along with life-cycle costing and maintenance costs are included. The Kimley-Horn team supports national clients to help them establish system normal operating pressures, minimum allowable system pressures, and individual user or lot load calculations.

Computer Network Analysis

Our approach to modeling is to utilize the best available software that integrates with the client's current workflow, analysis needs, and continued usage. We are proficient in a variety of industry standard modeling software packages including **InfoWater, InfoSewer, InfoWorks ICM, InfoSWMM, WaterGEMS, SewerGEMS, WaterCAD, and SewerCAD.** We also utilize in-house pressure testing and pump efficiency testing to further calibrate our hydraulic models.

Well House Design

Our team has provided well site design for several Southwest agencies, including Avondale, Phoenix, Gilbert, Peoria, Fort Mojave, Cottonwood, and Arizona State Parks and Trails, to name a few. Our experience includes full design services for well sites, well equipping, water treatment, associated pipeline design, electrical design, instrumentation and controls, grading, structures, and site security.

Supervisory Control and Data Acquisition (SCADA)

Due to the complex and advances utility projects completed in the Southwest, the Kimley-Horn team has developed and robust and experienced SCADA and Instrumentation Design team. This group of in-house experts support many of the facility and infrastructure projects beginning with planning and assessments, leading into full-scale design and specification phase, and ultimately supporting clients through startup, testing, and commissioning phases. In addition, retrofitting or improving existing control systems across water, wastewater, and gas utility services has become standard in our practice over the years. Having these services in-house allows for seamless progression during design, and with close interaction with City staff, allows customized control at every installation.

Water Treatment Process

Kimley-Horn's W/WW team is committed to providing clients with cost-effective and state-of-the-art design solutions. Currently, the firm has nearly 450 employees who specialize in just W/WW engineering. They bring a complete understanding of water, wastewater, and reclaimed water systems, from the initial needs analysis and master planning to detailed design, construction phase services, and condition assessments.

Water Treatment Process

Kimley-Horn's water treatment capabilities encompass all planning, design, permitting, and construction phase services for surface and groundwater treatment facilities as well as design, implementation, and startup of water treatment processes of all types—from conventional aeration and chlorination systems to high-end treatment processes utilizing technologies such as microfiltration and ultrafiltration, reverse osmosis (RO) and membrane softening, ozone, granular activated carbon (GAC), and ion exchange.

Wastewater Process

Kimley-Horn's wastewater capabilities include design, implementation, and startup of wastewater treatment (WWTP) processes of all types—including screenings and grit removal headworks systems, influent pump stations, primary clarification, activated sludge systems, secondary sedimentation, chlorine and ultraviolet (UV) disinfection systems, effluent disposal, and solids handling including thickening, digestion (aerobic and anaerobic), sludge dewatering, and conveyance systems. Our experts are familiar with all steps of the process from pretreatment to effluent disposal and biosolids management.

Master Planning and Feasibility Studies

Our approach to master planning is to create a workflow which **encourages input from Client Staff at all stages (planning, design, operations and maintenance) which concludes with detailed and presentable recommendations. This is achieved by doing the following:**

- Hosting stakeholder meetings
- Defining service area goals
- Creating detailed but easy to read maps
- Prioritizing system needs
- Providing recommendations and cost estimating
- Presenting findings to client staff and the public

Subsurface Utility Exploration (SUE)

We understand that the proper identification and locating of underground utility infrastructure can be the difference between a successful project and lengthy schedule delays. **Our in-house subsurface utility exploration team has the capabilities to provide SUE Level B services, providing the accurate locations of all underground utility systems, both public and private.** This information enables our design teams to provide accurate utility conflict reviews and avoid surprise conflicts during construction.

In addition, our team provides expert utility coordination services, interfacing with private and public utility representatives to obtain mapping, locate existing facilities, identify conflict resolution/mitigation strategies, and coordinate private utility relocation, if necessary. Our prompt proactive utility coordination provides ease of mind to our clients and limits the potential for schedule and budget impacts.

Standard to many of our utility assignments is the understanding of soils and geotechnical conditions. Whether used to ensure the right bedding and cover is specified for utility pipeline design, or for proper tank or facility foundation design, having the site specific soils composition is critical. In areas of high groundwater, such as adjacent locations to water bodies and river beds, or areas with historic corrosive soils, the Kimley-Horn utility team will ensure proper geotechnical investigation is completed for the longevity of the final improvements.

Electrical Designs

Kimley-Horn offers electrical engineering experience in design, analysis, and construction management. This includes design and analysis of low- and medium-voltage power distribution systems; interior, exterior, and architectural lighting; building modification; engine generators; motor control centers; pump controls and SCADA systems; battery backup; voltage drop and short circuit calculations for power distribution; photometric design and calculations; fiber backbone design; and distributed antenna systems.

Environmental Surveys, Assessments Monitoring and Management

Our team, consisting of National Environmental Policy Act (NEPA) planners, biologists, environmental scientists, GIS specialists, and hazardous materials remediation specialists is structured to meet each task that could be involved in this contract. In addition, as a national firm, backed by

over 7,400 employees in more than 120 offices around the country, we have the ability to meet the personnel needs of this contract. Environmental services provided include:

- Section 404/401 Permitting
- Preliminary Jurisdictional Delineations (PJDs), Approved Jurisdictional Delineations (AJDs), as well as individual and general (regional and nationwide) permit applications
- Biological Evaluations
- Habitat analysis, threatened and endangered species evaluations, and designing and conducting species-specific surveys
- Hazardous Materials Assessments
- Preliminary Initial Site Assessments (PISAs) and Phase I/II Environmental Site Assessments (ESAs)
- Section 4(f)/6(f) resources, environmental justice/ Title VI, prime and unique farmland, visual resources, floodplains, and sole source aquifers analysis
- GIS analysis
- NEPA Documentation
- Categorical Exclusions (CEs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs)

Any historical/archaeological/cultural resource assessments tasks will be completed by a qualified subconsultant.

Geotechnical Assessments

The geotechnical assessments done throughout the project areas will be completed by a subconsultant.

Solid Waste Studies, Landfill System Design and Analysis

All projects areas that require these services will be completed by a subconsultant throughout the project.

Expert Witness

Kimley-Horn's forensic engineers and specialists apply accepted scientific and engineering principles to collect evidence and conduct the analysis to understand your case. Our licensed professional engineers are experts in evaluating claims related to property, buildings and/or building systems, vehicle crashes, premise liability, workplace accidents, fire causation, product failure, construction defects, structural failures, storm damage, and more.

Our advantage is in our experts' experience and understanding of the best strategy for the use of expert testimony coupled with the state-of-the-art engineering analysis. All our experts have the ability to provide clear answers in an efficient, timely manner, and to provide expert testimony when necessary.

Insurance professionals and attorneys nationwide call on Kimley-Horn's experts with many years of practical experience, education, and specialized training. Kimley-Horn has more than 120 offices across the U.S. allowing our experts to draw on nationwide resources resulting in exceptional services. In addition, our experts are capable and experienced in providing vast technical data in a way that a jury can understand.

Project Management

Kimley-Horn's project management begins with a complete and thorough understanding of the project, including communication/coordination, assigned scope, schedule, budget, and quality control requirements. Effectively managing these functions throughout the development of projects is paramount and we consistently:

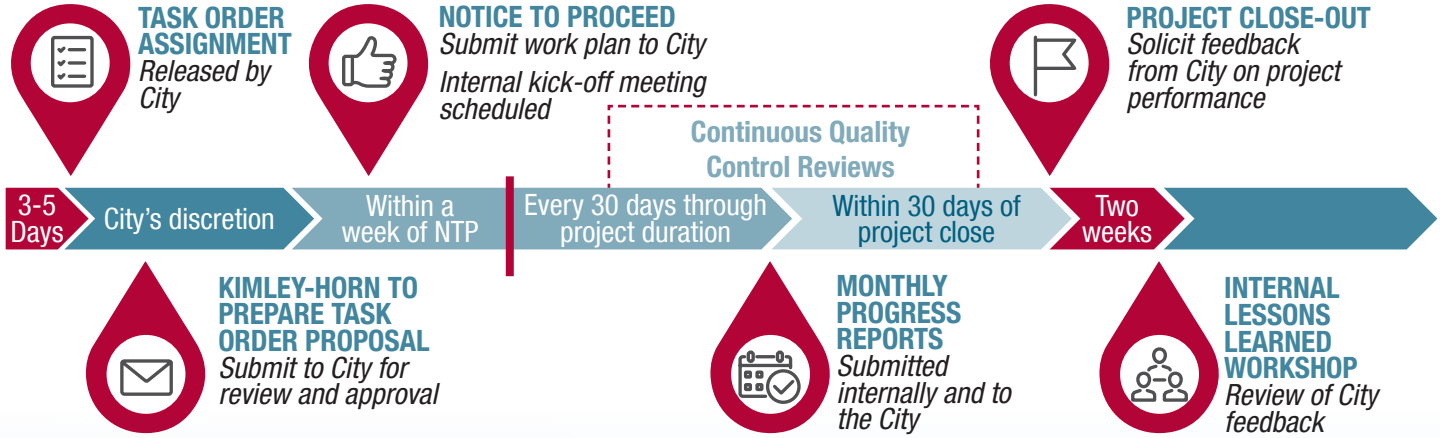
- Take ownership of task orders
- Conduct productive meetings
- Employ effective communication with project team and stakeholders
- Identify issues and resolutions early
- Provide alternatives/options and recommendations
- Determine action items and make decisions
- Monitor project budget and schedule
- Respond quickly to design and construction requests
- Build Quality Assurance/Quailty Control (QC) into every task

D. Project Schedule

Meeting project schedules is beneficial to both the City and critical stakeholders. Our team recognizes that control of the schedule is vital to the success of any project that may arise during the contract. Through communication with City staff, our team will work to create and define project requirements, recognize potential obstacles to success, identify possible opportunities to achieve additional value within the identified budget, and create a project work plan that allows us to accomplish the City's goals. We recognize that meeting schedule demands allows stakeholders to feel that their approval of the funding was a wise investment. Kimley-Horn has developed a process that ensures our team works in concert with the City to maintain a comprehensive schedule approach to on-call task orders. We include City staff in critical decision-making points so the project team and City staff can agree upon the best course of action to keep the project on track at all times.

Project Manager Ray Montoya has experience working with the City, which affords him the necessary background information to successfully provide project planning and design services. The graphic below details our typical approach to on-call task orders.

Figure 1: Schedule Timeline

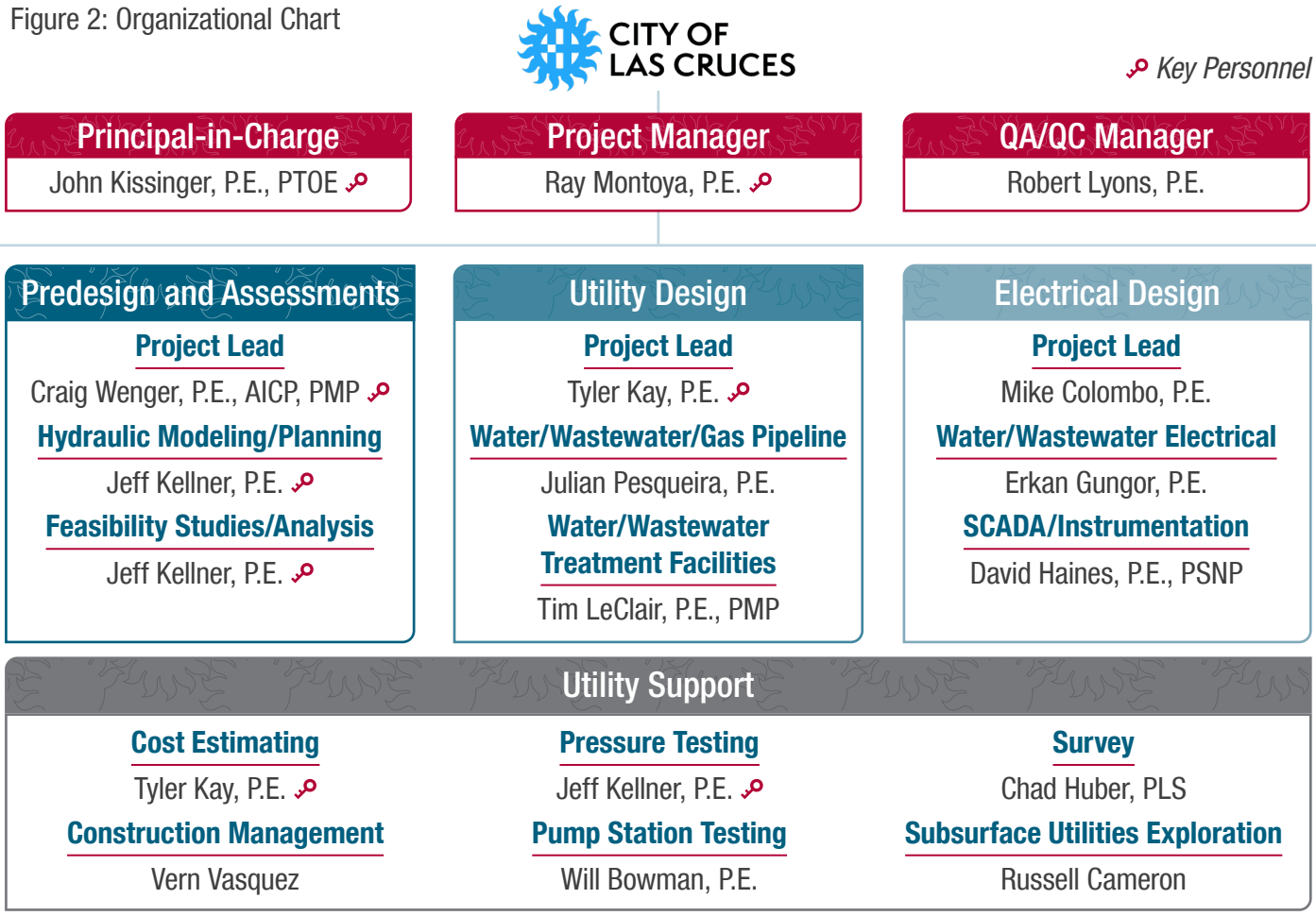


Evaluation Criteria No. 2: Qualifications and Competence

A. Key Personnel Qualifications

Our project team has been thoughtfully assembled by Ray Montoya, who will serve as the contract manager for this on-call contract. Below is our organizational chart, which details our project team and identifies key personnel and relationships among team members.

Figure 2: Organizational Chart



B. Contact Information and Roles for Firms Responsible for Contract Administration

Kimley-Horn's contact information and areas of responsibility is shown below. Hiring subconsultants on an as-needed basis is one of Kimley-Horn's strategic approaches. This flexible model allows us to bring in specialized professionals on a project-by-project basis, tailoring our team to meet specific client needs.

Firm Name and Principal Member	Areas of Responsibility	Address
Kimley-Horn **Contract Manager:** Ray Montoya, P.E. **Phone:** 602.944.5500	**Design for:** Computer Network Analyses and Design for W/WW and Gas Systems, Well House Design, SCADA, Water Treatment Process, Master Planning and Feasibility Studies, SUE, Electrical Designs, Evironmental Surveys, Assesments Monitoring and Management **Additional:** Expert Witness, Project Management	7740 N. 16th Street, Suite 300 Phoenix, AZ 85020

Key Personnel Bios

Several of our key personnel have long and highly respected records of serving municipalities on similar projects. We have noted below their years of experience, length of time with the firm, percentage of time assigned, and professional registrations.

Ray Montoya // Project Manager

26 Years of Experience | **8** Years with Kimley-Horn | **Time Assigned:** 70%
Professional Credentials: Professional Engineer in NM (#20889), AZ, HI, NV, and UT

Ray has 26 years of experience in the water/wastewater industry. He has prepared water and sanitary sewer improvement plans, water and sewer hydraulic computer models, master water and sewer studies, and water reuse system plans. His experience includes a wide range of projects in the water/wastewater industry including pipelines, pump stations, pressure-reducing stations, and various preliminary and detailed design reports. He has experience in pipeline and utility design utilizing alternative construction methods, including pipe bursting, slip lining, micro-tunneling, and directional drilling. **As your Project Manager, Ray will serve as the main point of contact for the City.**

Relevant Experience

- City of Tucson, On-Call Transmission Mains, Tucson, AZ
- City of Las Vegas, Wastewater Treatment On-Call Services, Las Vegas, NV
- State of Arizona, PFAS Decision Tree Development, Statewide, AZ
- City of Nogales, Nogales International WWTP Master Plan and Permit Modifications, Nogales, AZ

John Kissinger, P.E., PTOE // Principal-in-Charge

37 Years of Experience | **27** Years with Kimley-Horn | **Time Assigned:** 20%
Professional Credentials: Professional Engineer in NM (#25907), AZ, CA, ID, IL, IN, IA, KS, MN, MO, MT, NE, NV, OH, UT, WA, and WI; Professional Traffic Operations Engineer (PTOE)

John has 37 years of consulting experience designing roadway, traffic, and ITS projects. John's experience includes leading projects from the initial planning and feasibility study stages through final design and construction. He also is experienced in the public involvement process including city council and large group presentations, facilitation of open house meetings, and leading small group and one-on-one meetings. **As your Principal-in-Charge, John will provide general oversight of the project to see that your needs are being met and that you receive a high level of service.**

Relevant Experience

- City of Las Cruces, Signal Timing at North Main and Solano, Las Cruces, NM
- City of Las Cruces, Signal Timing at Missouri and Triviz, Las Cruces, NM

Craig Wenger, P.E., AICP, PMP // Predesign and Assessments Lead

15 Years of Experience | **1** Year with Kimley-Horn | **Time Assigned:** 45%
Professional Credentials: Professional Engineer in AZ (#77523) and DE

Craig has 15 years of experience in the water/wastewater industry. He has prepared water and sanitary sewer improvement plans, water and sewer hydraulic computer models, master water and sewer studies, and treatment system plans. Craig is the leader of grants services for Kimley-Horn in Arizona. His unique approach of looking at the Capital Improvement Plan (CIP) holistically to determine the best projects for grants has elevated his clients' positions for competitive funding. Additionally, Craig has helped his clients pursue new funding sources outside of the typical water and wastewater funding streams. Craig is also leading the efforts with the State of Arizona on PFAS treatment moving forward.

Relevant Experience

- City of Tucson, Silverbell Roadway Waterline Modifications, Tucson, AZ
- City of Nogales, Nogales International WWTP Master Plan and Permit Modifications, Nogales, AZ

Tyler Kay, P.E. // Utility Design Lead and Cost Estimating

14 Years of Experience | **14** Years with Kimley-Horn | **Time Assigned:** 45%
Professional Credentials: Professional Engineer in AZ (#72358) and TX

Tyler has 14 years of experience serving as project manager, project engineer, or discipline task lead on water and wastewater infrastructure projects. His experience includes water distribution and pumping system design, sanitary sewer collection, lift station, and force main design, site civil for water and sewer facilities, condition assessments for lift station and sanitary sewer lines with experience in odor and corrosion mitigation and trenchless rehabilitation design, routing and alignment studies, elevated and ground storage tank design and rehabilitation, and construction contract administration.

Relevant Experience

- City of Mesa, Hawes Road 6-inch Gas Line and 30-inch Waterline, Mesa, AZ
- City of Mesa, Gantzel Road Gas Line Alignment Study and Design, Mesa, AZ

Jeff Kellner, P.E. // Hydraulic Modeling/ Planning, Feasibility Studies/Analysis, and Pressure Testing

7 Years of Experience | **5** Years with Kimley-Horn | **Time Assigned:** 50%
Professional Credentials: Professional Engineer in AZ (#73567)

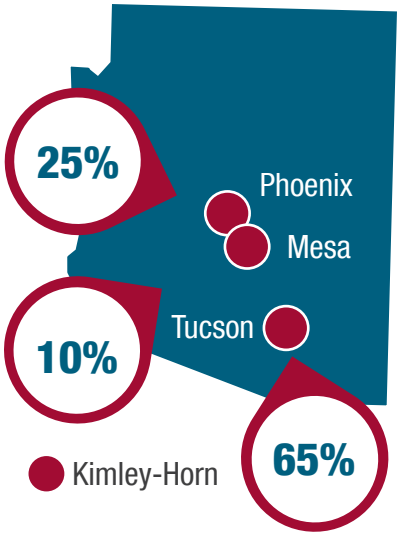
Jeff has seven years of experience with a focus on W/WW. His experience focuses on W/WW master planning and design, hydraulic modeling, and asset management. Jeff has a range of wastewater planning experience including CIP forecasting, population and flow projections, land use planning, inflow and infiltration assessments, and development reviews. He is adept in working in teams, and has cooperated with fellow engineers, planners, and GIS professionals to create detailed water and wastewater master plans. Jeff is proficient in a number of modeling software packages including InfoWater, InfoSewer, InfoWorks ICM, InfoSWMM, WaterGEMS, SewerGEMS, WaterCAD, and SewerCAD.

Relevant Experience

- City of Globe, WWTP Evaluation and Design, Globe, AZ
- City of Surprise, Special Planning Area 2 (SPA2) Wastewater Master Plan Update, Surprise, AZ

C. Location and Percentage of Work to Be Performed

To the right, we have included a graphic to represent the percentage of work to be performed at each office location, which is based off of where team members sit and operate.



D. New Mexico Registration

Ray Montoya, P.E. is a Professional Engineer in New Mexico (#220889). He will be responsible for and in direct charge of the work taking place for this on-call contract. Kimley-Horn is authorized to conduct business in New Mexico.

Agreements with the City

Kimley-Horn has previously executed multiple agreements with the City of Las Cruces. We are confident that we will be able to reach mutually agreeable terms and conditions. We kindly request the City consider the following minor modifications:

- RFP, Page 10, F. Insurance Requirements, 1. Professional Liability: Professional Liability insurance is per claim, not occurrence.
- RFP, Page 10, 7.: Kimley-Horn cannot name the City as additional insured on workers' compensation and professional liability insurance.
- Professional Services Agreement, page 5, 18. Indemnity and Limitation: Strike "in whole or in part" all three times it appears in lines 3-4 and replace with "solely" as we have done in previously executed contracts with the City.

Evaluation Criteria No. 3: Performance of the Firm

Similar Experience

Kimley-Horn has successfully delivered on hundreds of traffic engineering projects nationwide. Below, we have included some of our most relevant experience accompanied by the client contact person for each project.

WWTP Evaluation and Design // Globe, AZ

Kimley-Horn is leading an evaluation and design upgrades at the City's WWTP. Project included condition assessment and upgrade recommendations for this existing 2.0-MGD facility, currently producing Class B effluent. This includes **hydraulic and process modeling to evaluate current and future operations of the existing headworks, oxidation ditch, advanced aeration, secondary clarifiers, gaseous chlorine, and solids handling facilities.** Plant improvement recommendations were made to improve aged infrastructure and meet A+ reclaimed effluent requirements and provide the City with alternative options for effluent disposal while improving overall operability and efficiency. Improvements and conceptual design included improved headworks to provide increased grit removal and redundancy, flow and process equalization to all for improved operations during influent flow fluctuations, the addition of tertiary filtration and UV, and improved discharge and solids handling. Alternatives were provided based on estimated construction costs and long-term O&M costs, and all alternatives were developed in close coordination with the onsite operations staff.

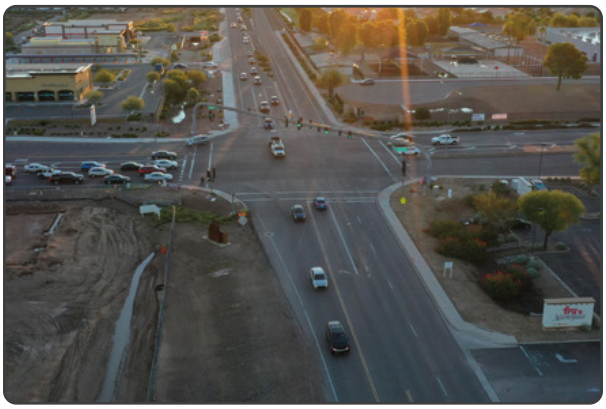
Dates: 1/2023 – Ongoing (substantially complete) **| Reference:** City of Globe, Paul Jepsen, 602.672.6024

Hawes Road Gas and Waterline // Mesa, AZ

This contract includes **design and coordination for approximately 0.5 miles of 6-inch gas line** along Hawes Road from Elliot Road to the south. Kimley-Horn designed the roadway improvements and recently completed the design for the gas line to be installed before the roadway improvements to prevent the City having to cut new pavement. The project also **involved the design of a 30-inch waterline next to the gas line.**

Dates: 1/2023 – 5/2023 **| Reference:** City of Mesa, Scot Sherwood, 480.644.2509

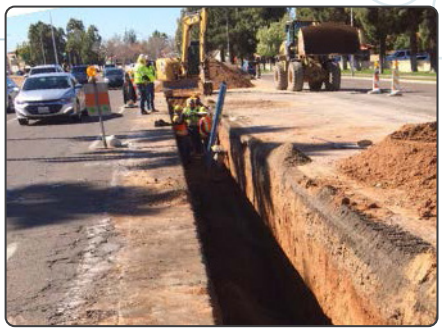
Gantzel Road Gas Line Alignment Study and Design // Mesa, AZ



Kimley-Horn completed an alignment study that included the evaluation of multiple **alignment alternatives for the City's proposed 12-inch high pressure (HP) natural gas line.** Utilizing both internal natural gas experience and guidance provided by the City, Kimley-Horn generated a weighted route determination matrix based on the following evaluation criteria: route cost, installation complexity, ongoing/future roadway improvements, anticipated permitting difficulty, and impacts to the public. The final submittal included Kimley-Horn's route recommendation and analysis, an in-depth cost approximation for the potential routes, and preliminary plans for installation along the recommended route. **Kimley-Horn was recently selected for full design and construction phase services.**

Dates: 1/2022 – 8/2022 (study), 8/2023 – Ongoing (design) **| Reference:** City of Mesa, Scot Sherwood, 480.644.2509

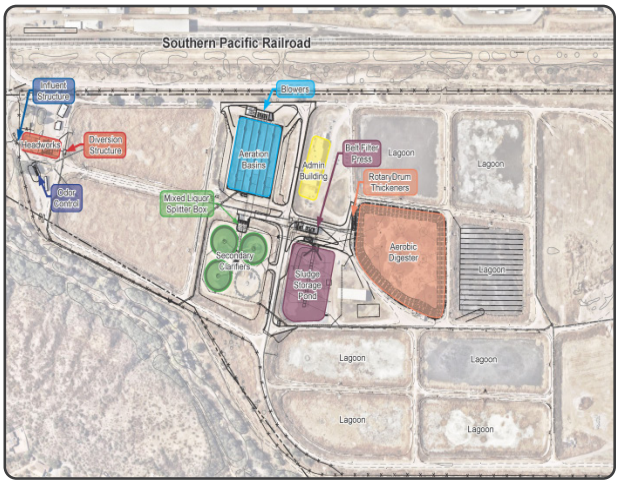
Gilbert Road Waterline // Gilbert, AZ



Kimley-Horn provided preliminary and final design for a **new 16-inch waterline replacement, including numerous laterals and over 20 service connections and stubs along a heavy traffic corridor.** Scope included alignment selection to minimize traffic disruption and Method of Planned Operations (MOPO) development. Kimley-Horn worked with the construction manager at risk (CMAR) to develop a phasing plan to maintain two traffic lanes during waterline installation.

Dates: 9/2017 – 1/2020 **| Reference:** Town of Gilbert, Ryan Blair, 480.503.6906

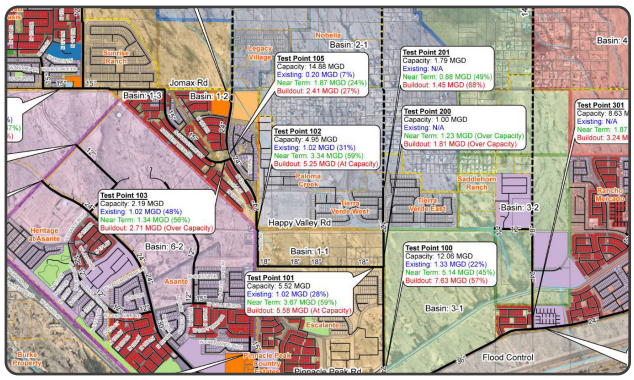
Border Water Infrastructure WWTP Master Plan and Design // Nogales, AZ



Kimley-Horn, as part of a design-build team, developed the overall wastewater treatment master plan for the improvement of the existing 15-MGD facility. This included the **evaluation of the treatment trains to determine remaining service life, including structural and Electrical, Instrumentation & Controls (EI&C); preparation of hydraulic and biological models; preparation of planning documents** for capacity upgrades to 20 MGD; coordination with Arizona Department of Environmental Quality (ADEQ) on future discharge permit modifications; evaluating potential reuse opportunities; and development of a capital improvement list/30% design set to achieve the expansion. We recommended design improvements and/or upgrades including headworks (screening and grit removal), clarifiers, aeration basins, filter replacements, UV disinfection, and solids handling (digesters, presses, and drying).

Dates: 4/2022 – Ongoing

Special Planning Area 2 (SPA2) Wastewater Master Plan Update // Surprise, AZ



Kimley-Horn provided **wastewater planning services** to the City of Surprise including system mapping, flow projections, hydraulic analysis, and CIP forecasting. Specifically, the project **updated previous planning efforts to reflect known development scenarios, current land use plans, and updated City of Surprise Wastewater Design Standards.** The results of the SPA2 Wastewater Master Plan Update are to assist in the City's development of future wastewater service in SPA2.

Dates: 10/2021 – 1/2022

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Kimley-Horn and Associates, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

KIMLEY-HORN AND ASSOCIATES, INC.	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "I"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Magnolia River Services, Inc., of 711 Nance Ford Rd SW, Ste E, Hartselle, AL, 35640, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Magnolia River Services, Inc. 711 Nance Ford Rd SW, Ste E Hartselle, AL 35640 ATTENTION: J. Heath McCleskey

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MAGNOLIA RIVER SERVICES, INC.	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Magnolia River Services, Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ $192.00
2	Project Engineer/Project Manager	$ $183.00
3	Senior Engineer	$ $158.00
4	Design Engineer	$ $134.00
5	Engineer Intern	$
6	Engineering Technician	$
7	Drafting Technician	$ $94.00
8	Survey Crew**	$
9	Construction Inspector/Observer	$ $110.00
10	Administrative/Clerical	$ $68.00
11	Field Testing and Investigations	$ $93.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 20%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ Included in rates
16	Color Copies (per copy)	$ Included in rates
17	Prints 24x36 (per sheet)	$ Included in rates
18	Mylars 24x36 (per sheet)	$ Included in rates
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

City of Las Cruces

680 N Motel Blvd.

Las Cruces, NM 88007

27 February 2024

Magnolia River Services, Inc. (Magnolia River) is pleased to provide the City of Las Cruces (the City) this Utilities Engineering Services (RFP No. 23-24-052) proposal.

Magnolia River was founded over 23 years ago as an engineering, GIS, and inspection services company supporting the natural gas industry. We have since grown to a full-service infrastructure and operations firm with professionals supporting programs and projects across the United States. Magnolia River currently has nearly 500 employees that specialize in utility infrastructure and serve transmission and distribution companies in more than 29 states, with clients in state and local governments, natural gas and water utilities, and fossil and renewable energy.

Our professionals deliver quality solutions and services and provide superior service while carefully considering the needs of our clients. Magnolia River prides itself in its business philosophy – dedicated to making a difference, one relationship at a time.

Magnolia River appreciates the opportunity to provide professional solutions and develop a strong working relationship, and we look forward to successfully assisting the City on this project. If there are any technical or project related questions pertaining to items in this response, please contact Jared Willingham at jared.willingham@magnolia-river.com.

Jared Willingham

Project Manager

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Table of Contents

COST CONTENT **1**

PROFESSIONAL SERVICES ASSUMPTIONS AND CLARIFICATIONS 1
FIELD SERVICES ASSUMPTIONS AND CLARIFICATIONS 2

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COST CONTENT

Based on the information provided at the time of preparing this proposal, Magnolia River has included general assumptions and clarifications as found below. If awarded work and issued a project assignment by the City, Magnolia River will require a detailed project description, including a scope of work and any other special instructions, in order to prepare proposals, cost estimates, project plans and reports, and other related items.

Some services are provided through third party subcontractors. These services include:

- Environmental services and permitting
- Geotechnical
- Survey
- Cathodic Protection / AC Mitigation

Magnolia River has a list of trusted partners that we utilize to complete these portions of the project. However, Magnolia River will be happy to use subcontractors recommended by the City on these portions.

Professional Services Assumptions and Clarifications

- Hours in excess of forty (40) hours per week will be charged at one and a half (1.5) times the standard rate.
- Rates listed will increase each year by 3%, with the initial increase going into effect on 1/1/2025 and subsequent increases effective every year thereafter on 1/1, unless mutually agreed to otherwise in writing by Magnolia River and Client.
- Subsistence for lodging, meals, and incidentals as defined by the GSA is guaranteed and will be billed to the client for scheduled worked and travel days.
    - Mileage for mobilization and demobilization will be billed at the standard IRS rate to/from the Magnolia River employee home office/home site to the project site.
    - Travel time for mobilization and demobilization will be billed at the hourly rate which corresponds with the labor category. A maximum of eight (8) e per day will be charged for travel.
    - Per diem (lodging and meals) for mobilization and demobilization for the number of required travel days to/from the project location.
- Non-GSA travel costs (airfare, rental car, etc.) and Other Direct Costs (ODC) incurred by Magnolia River, such as equipment rental, software license fees/maintenance, shipping, etc., will be invoiced to Client separately at cost plus 15%.
- Included in these hourly rates, Magnolia River will obtain all software needed for it to perform its professional services. These rates do not include providing Client

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with a license to view or use the deliverables. Client may need its own license(s) to the software(s) to view or use the deliverables.

- All sub-contractor invoicing shall be at cost plus 20% markup. (A copy of sub-contractor invoices shall be attached with the Magnolia River invoice at time of submission).

Field Services Assumptions and Clarifications

- The rates provided are standard rates for on-call services. These rates are subject to a volume discount to be negotiated based on work award amounts for programmatic work.
- Hours in excess of forty (40) hours per week will be charged at the overtime rate for non-exempt positions.
- Rates listed will increase each year by 3%, with the initial increase going into effect on 01/01/2025 and subsequent increases effective every year thereafter on 01/01, unless mutually agreed to otherwise in writing by Magnolia River and Client.
- The Client expressly understands and agrees that all Magnolia River inspection services contracted for herein shall be for the sole benefit of the Client. Magnolia River, as the contractor providing inspection services shall not be liable for any facet of the infrastructure installation performed by the Construction Contractor or its subcontractors. Magnolia River is responsible for observing and documenting the installation of the Client assets, providing mapping grade GPS data when contracted, observe the Construction Contractor is following manufacturer's procedures, federal, state and Client policies and procedures for the infrastructure installation. Magnolia River personnel shall not manage or direct the Construction Contractor in its duties. If Magnolia River inspection personnel observe any violations or deficiencies in the infrastructure installation process, the Client shall be notified by Magnolia River orally and followed up in writing. Once Magnolia River notifies the Client of any deficiencies or violations referenced above then its duties and obligations under this Contract shall be deemed to have been met. It is the Client or its agents, not Magnolia River, who must then address those deficiencies or violations with the Construction Contractor. The Client specifically releases Magnolia River from any claims, suits, demands or liability of any type arising from the installation process or from any other work associated with the project other than the specific inspection services offered and agreed upon to be performed herein by Magnolia River.
- Should Client or Construction Contractor discontinue the execution of work for any reason, Magnolia River will be provided at least thirty (30) full business days' advance notice of this intent. Without such notice, Client will be charged eight (8) hours for the day past the discontinuation of work at the above-stated rate for the personnel assigned to the project.

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- In the event in which an inspector is designated and ready for work on the project, but the project is delayed for more than one (1) working day, the Client will be billed for eight (8) hours plus per diem for each day the inspector is on standby.
- In case of inclement weather or stoppage of work by Client or Construction Contractor, Client agrees to pay Magnolia River at the applicable hourly rate: two (2) hours minimum, up to two (2) hours worked. If the work commences more than two hours, but up to four (4) hours, Client will pay four (4) hours. If work is performed over four (4) hours but less than eight (8) hours, Client agrees to pay Magnolia River for eight (8) hours per person.
- Subsistence for lodging, meals, and incidentals as defined by the GSA is guaranteed and will be billed to the client for scheduled worked days plus one (1). Example: For a four (4) day work week five (5) days per diem will be charged. For a five (5) day work week six (6) days per diem will be charged etc. Per diem paid will be based on the current (GSA) schedule for the location of the project.
    - Mileage for mobilization and demobilization will be billed at the standard IRS rate to/from the Magnolia River employee home office/home site to the project site
    - Travel time for mobilization and demobilization will be billed at the hourly rate which corresponds with the labor category
    - Per diem (lodging and meals) for mobilization and demobilization for the number of required travel days to/from the project location
- Mileage for travel from Client's designated daily reporting office to first job site and to any additional sites where services will be rendered shall be billed separately from the hourly rate and at the standard IRS mileage rate
- Non-GSA travel costs (airfare, rental car, etc.) and Other Direct Costs (ODC) incurred by Magnolia River, such as equipment rental, software license fees/maintenance, shipping, etc., will be invoiced to Client separately at cost plus 15%. (Not applicable to positions in the INSP rate category above.)
- A maximum of eight (8) hours travel time per day will be charged for travel.
- The hourly rates are inclusive of a laptop, cell phone, wireless hotspot, and various inspection hand tools.
- All sub-contractor invoicing shall be at cost plus 20% markup. (A copy of sub-contractor invoices shall be attached with the Magnolia River invoice at time of submission).

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RFP NO. 23-24-052 UTILITIES ENGINEERING SERVICES – TECHNICAL PROPOSAL

City of Las Cruces
27 February 2024

MAGNOLIA RIVER®

256.773.9420

magnolia-river.com

City of Las Cruces

680 N Motel Blvd.

Las Cruces, NM 88007

27 February 2024

Magnolia River Services, Inc. (Magnolia River) is pleased to provide the City of Las Cruces (the City) this Utilities Engineering Services (RFP No. 23-24-052) proposal.

Magnolia River was founded over 23 years ago as an engineering, GIS, and inspection services company supporting the natural gas industry. We have since grown to a full-service infrastructure and operations firm with professionals supporting programs and projects across the United States. Magnolia River currently has nearly 500 employees that specialize in utility infrastructure and serve transmission and distribution companies in more than 29 states, with clients in state and local governments, natural gas and water utilities, and fossil and renewable energy.

Our professionals deliver quality solutions and services and provide superior service while carefully considering the needs of our clients. Magnolia River prides itself in its business philosophy – dedicated to making a difference, one relationship at a time.

Magnolia River appreciates the opportunity to provide professional solutions and develop a strong working relationship, and we look forward to successfully assisting the City on this project. If there are any technical or project related questions pertaining to items in this response, please contact Jared Willingham at jared.willingham@magnolia-river.com.

RFP Compliance Declaration

Please find the completed RFP Compliance Declaration in Attachment A.

Addendums

Magnolia River has received and acknowledges Addendums 1 and 2.

Jared Willingham

Project Manager

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Table of Contents

TECHNICAL PROPOSAL **1**

ENGINEERING BUSINESS UNIT 1
INSPECTION BUSINESS UNIT 5

TEAM QUALIFICATIONS **6**

KEY PERSONNEL 6
PRINCIPAL OFFICER 7
OFFICE LOCATIONS 8
WORK RESPONSIBILITY 8

FIRM PERFORMANCE **8**

REFERENCES 13

ATTACHMENT A - RFP COMPLIANCE DECLARATION **14**

ATTACHMENT B – FIELDLOGIQ SUMMARY **15**

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TECHNICAL PROPOSAL

Engineering Business Unit

Technical Approach

Execution Plan

Magnolia River's goal in any project is clearly defining to the client and stakeholders an execution plan and associated schedule that is based upon successful similar projects. Magnolia River's execution plan follows a proven process with previous utility client projects to achieve quality deliverables. With a full-time staff of direct-employed engineers in all necessary disciplines, our approach to design development and execution allows us to be flexible, responsive, and efficient. Magnolia River has the internal resources necessary to deliver a custom solution for the City's identified needs.

Leveraging our experience and in-house knowledge with natural gas rules and specifications, as well as the application of our design and inspection standards to those specifications, allows Magnolia River to provide a schedule that most closely aligns with our clients' needs.

Magnolia River's project team will provide weekly updates and hold regular coordination meetings with the City to review the content of the design itself, identifying any changes from the prior submittal, any interferences or areas of concern, any equipment or details that are pending, etc. Additionally, weekly project status meeting updates will be held to discuss the project schedule, outstanding action items, submittals, and documentation approval status, etc.

Magnolia River's execution plan assumes that all submitted documentation will be reviewed and returned within 10 working days and that any Requests for Information (RFIs) will be closed within five working days.

Project Management Plan

Magnolia River's execution plan is documented in our Project Management Plan (PMP). A PMP is the key document Magnolia River uses to communicate to project stakeholders precisely what work is to be done, how the work is to be done, by whom, and when the work should be completed. Immediately after the Notice to Proceed (NTP), a PMP will be created and specifically tailored to the specifics of the City's project. The PMP provides the outline for overall project controls through detailed descriptions, and addresses topics such as detailed scope and project approach, schedule of meetings, team personnel, communication protocols, document distribution requirements, and project deliverables.

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Tasks to be Accomplished

The first step with any Magnolia River design is to seek to understand client issues and requirements and work to develop agreeable solutions. Magnolia River values the input from the client's field personnel on every design project. Many of Magnolia River's engineers have prior utility operational experience, which is valuable when addressing client challenges. We review the specifics of the issue, then find the best solution based on our previous design and operations experience.

Magnolia River will begin engineering and design after NTP is issued by the City. Our first task will be supporting the route selection/site layout/conceptual design in the designated project location. A review meeting will be established to gain agreement on the initial or preliminary design.

Upon receipt of the site-specific information, Magnolia River will start detailed engineering. The type of anticipated deliverables includes geotechnical analysis and reporting, P&IDs, single line diagrams, underground utility and pipe routing, piping design, foundations, and electrical and control schematics. Magnolia River's detailed engineering schedule is based on the timely receipt of detailed site-specific vendor information from the City. It is important that design freeze dates for key input deliverables are established to ensure efficient downstream design is completed to support the construction effort.

Task Breakdown

Natural Gas Network Analysis

a. A kick-off meeting will be held for scheduling and verifying needed data for the model creation.

b. Required data to be supplied by the City includes, but is not limited to:

- Piping for distribution system
- Customer demands and meter location data
- Regulator station locations, set points, and flow rates
- SCADA and total system demand data

c. Gas main data received from the City will be reviewed for GIS (pipe connectivity) errors and corrections made for importing into software.

d. Input from the City will be utilized to verify the pipe network in the model is as accurate as possible.

e. A change log will be created to track and verify updates to GIS data that are necessary for importing into the modeling software.

f. The City is to provide a resource to review and approve noted changes in a timely manner.

g. Current supply pressure and flow rates will be applied to the pipe network to verify that the connectivity of imported pipe is error free.

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h. Any errors found will be corrected in the modeling software.
i. Customer load data will be imported into the model.
j. The model will be calibrated using the maximum town border station loads to replicate actual field conditions.
k. Once calibrated, "what-if" scenarios can be modeled to predict pressures in the distribution system based on future growth demands.

Natural Gas Distribution and Service Line Design

a. Review the client's provided main/service design standards
b. Review the client's provided GIS data for existing facilities for replacement projects and new growth areas
c. Determine for main projects; one-way or two-way feed
d. Prepare required permits
e. Prepare maintenance of traffic (MOT) plan, if necessary
f. Develop bill of materials (BOM)
g. Design main/service accounting for pipe sizing
h. Offset from back of ROW or edge of pavement; to be indicated at least on a block basis and more detailed at interconnects
i. Conflict resolution with other utilities/structures allowing for horizontal and vertical clearances
j. Adherence to DOT 192 and the client's design standards
k. Provide as-built drawings from field notes and data

Other Natural Gas Distribution Infrastructure Design

a. Review the client's provided main/service design standards
b. Review the client's provided GIS data and anticipated load data
c. Perform route analysis to determine an optimum route
d. Develop a P&ID for regulator stations/facilities accounting for loads, pressure requirements, velocities, SMYS calculations, regulator capacities, over pressure protection, SCADA requirements, etc.
e. Develop site layout for stations considering drainage, ingress/egress for vehicle traffic, safety considerations for personnel gates, fencing, grounding, electrical wiring, hazardous class determination, building requirements, pipe supports/thrust blocks, etc.
f. Perform hydraulic analysis of linear projects and facilities to determine optimum pipe sizing considering future system growth
g. Perform environmental/cultural assessments of pipeline routes and facility sites
h. Determine best means of construction; horizontal directional drills (HDDs) at water/wetland crossings; jack and bores (JABs) at road/railroad crossings
i. Perform soil investigative bores for needed HDD/JAB designs

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j. Develop a soil erosion prevention plan
k. Prepare a cathodic protection plan
l. Determine need for AC mitigation
m. Develop BOM
n. Prepare required permits
o. Prepare MOT plan, if necessary
p. Assure all designs adhere to client's design standards and DOT 192
q. Provide as-built drawings from field notes and data

30% Design

The 30% design phase will include: a Preliminary Engineering Report (PER), surveying, identification of permit requirements, and engagement with key stakeholders.

60% Design

The 60% design phase will include: a geotechnical report, easement descriptions if required, permit coordination, finalization or horizontal and vertical utility locations, and a field walk through of the alignment with the City.

90% Design

The 90% design phase will include: filing for permits, finalization of horizontal and vertical utility location as required, construction sequencing review, and constructability review.

100% Design (IFC)

The 100% design phase will include: permit approvals, easement acquisition if necessary, and submittal of final documents.

Project Schedule Creation

We understand the criticality of effectively managing projects according to a project schedule. Our initial efforts to establish a project schedule occur in the planning stages of the project. Our project manager sources input from client requirements, discipline leads, and subcontract leads to understand their activities and deliverables for the project. Gathered input, along with an understanding of task dependencies, provide the means for developing the project schedule and encourages team ownership of the schedule.

A preliminary project schedule is developed (we utilize MS Project) prior to the project kick-off meeting and discussed during the meeting to make everyone familiar with the schedule expectations. Following the project kick-off meeting, the project schedule is finalized and shared amongst the internal team and all stakeholders. This detailed project schedule includes work packages, major tasks/phases, and progress milestones.

We utilize regularly scheduled meetings amongst our internal team and stakeholders to review progress, identify issues and risks, develop action items, assign responsibilities, set deadlines, and track the project to completion. If we anticipate or experience a deviation in

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schedule, we discuss solutions and implement corrective action. Actions can include reinforcement of schedule expectations, resolving technical or software issues, adding resources where necessary (crashing), or working parallel work packages with some added risk for re-work (fast tracking). In short, we utilize a variety of methods to ensure the project schedule is maintained.

Inspection Business Unit

Management Oversight

Performing a crucial role in our success is the service and function of Magnolia River's Inspection Managers (IMs) and Senior Inspection Managers (SIMs). Magnolia River's group of IMs/SIMs are valuable resources for the client and are put in place to provide support and leadership. Every inspector at Magnolia River reports directly to an IM. In most scenarios, each IM is responsible for 10-20 inspectors. IMs are responsible for resourcing inspectors, meeting with clients, verifying all documentation is being properly collected, conducting frequent site visits and audits, approving time sheets and invoices, and other critical supporting functions.

The SIM assigned to the client has oversight of the entire Inspection Program for that specific client. Each IM reports directly to a SIM and SIMs will typically have 4-6 IM's reporting to them. SIMs act as the high-level, single point of contact for the client. SIMs are directly involved with aspects of the Inspection Program, including but not limited to quality management, staffing, planning, coordinating with our Training and Compliance department for continued education and additional training, and coordinating with the client to clear roadblocks and provide consultative support. Our team of IMs and SIMs are incentivized on safety, the quality of the Inspection product, and overall, client satisfaction.

Quality Management

Magnolia River inspectors utilize a robust, flexible, and scalable cloud-based enterprise software solution called FieldLogIQ to update projects in real-time. This proprietary application is designed to collect data, easily generate management reports for effective field operations and document regulatory compliance, tracking, and traceability. See Attachment B for more information on FieldLogIQ.

Magnolia River leverages a multi-layer Quality Management program to ensure the delivery of outstanding results to the client. Quality Management begins with the daily collection and documentation of high-quality data from the field inspector into Magnolia River's cloud-based software – FieldLogIQ. Magnolia River employs an in-house Quality Control Department (QCD). The QCD performs routine audits of FieldLogIQ to determine the quality of the collected data and documentation. QCD submits those audit scores and findings to the appropriate IM(s) for review. The audit results/scores are stored in a database so that trends can be identified and corrected.

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Inspection Managers (IMs) review and audit each of their inspectors on a weekly basis. Audits are performed through frequent field visits and reviewing data remotely through FieldLogIQ. Field visits are conducted and led by a multi-point checklist which has been developed to continuously monitor and improve the inspection program and process. Inspection Managers develop corrective action plans, if needed, as well as conduct weekly calls with all team members to review lessons learned and share successes.

Senior Inspection Managers (SIMs), with oversight of the entire Inspection Program, perform the final review of audit scores and results. SIM's ensure follow-through of additional training needed (if any), provide support to IM's and inspectors through coaching and leadership, and communicate improvement opportunities to the client.

TEAM QUALIFICATIONS

Key Personnel

With our natural gas expertise, our team is well prepared to implement the City's scope of work (SOW) by utilizing personnel who are both experienced, and customer focused. We realize the importance of being responsive and executing project requirements to meet the City's project standards.

The selected project team below is not guaranteed and is subject to change based on availability, unforeseen circumstances, workload, and prior commitments.

Allen Hughes, PE – Senior Director of Engineering

Mr. Hughes has an extensive background in the gas, water, and wastewater industries with over 37 years of design and field experience. Mr. Hughes is a registered Professional Engineer and has been the engineer of record for various projects within the utility industry. As the former General Manager for a municipality, Mr. Hughes guided daily operations of electric, gas, water, and wastewater departments. At said municipality, Mr. Hughes initiated a Civil Engineering Department to provide engineering design and compliance support for the gas, water, and wastewater utilities. Mr. Hughes also developed fair rate structures for all rate classes to provide revenue for needed system improvements. Currently, at Magnolia River, Mr. Hughes manages all phases of each project life cycle and is responsible for day-to-day engineering services.

Jared Willingham – Project Manager

Mr. Willingham is an experienced professional with a decade of design and management experience within the natural gas industry. As a project manager, Mr. Willingham has consistently exhibited an exceptional ability to deliver high-quality projects to the diverse range of clients that Magnolia River serves. Mr. Willingham is dedicated to upholding established standards, technical directives, and client requirements, ensuring compliance throughout every step of the project. His expertise lies in applying specifications, standards, and quality assurance procedures ensuring the utmost quality and client satisfaction.

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Austin Gay, PE – Technical Lead

Mr. Gay has ten years of experience as an engineer in the natural gas industry and is a licensed PE in multiple states. He is knowledgeable in developing gas network models using GIS data and GASWorkS software. Mr. Gay also has experience managing and designing both modeling and linear/facility projects. Mr. Gay's linear/facility experience includes regulator station and over pressure protection design, pipeline replacement design, transmission pipeline design, permitting, meter station design, client interaction, and drafting.

Jacob Howell, PE – Senior Design Engineer

With an impressive eight-year stint as an engineer in the natural gas industry, Mr. Howell holds multiple state licenses as a Professional Engineer (PE). His expertise spans gas system modeling, pipeline design, regulator station planning, and overpressure protection design. He's no stranger to navigating permits, excels in route selection, and has a commendable track record in project management. A skilled drafter, Mr. Howell strikes a balance between technical prowess and practical application in the dynamic field of natural gas engineering.

Rebecca Ibsen – Design Engineer

Ms. Ibsen has one year of experience in the natural gas industry and 1.5 years of experience in the water/wastewater industry. Ms. Ibsen has experience developing detailed designs, specifications, cost estimates, and reports for natural gas and water/wastewater facilities. In addition, she is knowledgeable in natural gas modeling and using GIS tools in the development process.

Dan Allen – Director of Inspection

Mr. Allen has over 22 years of experience in the public and private utility industry. These duties include project inspection, program management, and natural gas and water distribution construction and maintenance. Mr. Allen's gas industry experience includes numerous years of field experience in natural gas operations, as well as planning, design and construction of infrastructure. Mr. Allen has provided technical expertise, project and program management to territory that encompasses over 22 states.

Gary Nolen – Senior Inspection Manager

Mr. Nolen has over 29 years of experience in project inspection, program management, and natural gas distribution construction and maintenance. Mr. Nolen's gas industry experience includes the pipeline construction and inspection of gas distribution pipeline replacement. Mr. Nolen has provided technical expertise, project management, and inspection for projects throughout the South.

Principal Officer

Mr. Heath McCleskey, President, serves as the principal member/officer:

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Heath McCleskey
heath.mccleskey@magnolia-river.com
(256) 773-9420 (Office)

Office Locations

Magnolia River has identified the individuals selected for this project team above. Each of these individuals has been selected based on their extensive experience and qualifications. Each of these individuals is based out of our Decatur, AL office and will support the City's project from that location.

Work Responsibility

Austin Gay is Professional Engineer (#26218) in the state of New Mexico. He will be responsible for overseeing all engineering design activities and the engineering team involved with any projects arising from this RFP.

FIRM PERFORMANCE

Magnolia River specializes in natural gas distribution installation and replacement work. We are highly proficient in the design, operation, and maintenance aspects of natural gas systems, and utilize our expertise to design with construction, operational efficiency, and system maintainability at the forefront. As such, we employ highly experienced engineers and designers to accomplish this. In fact, three of our licensed Professional Engineers have combined experience of over 100 years as gas system operators. We also employ project managers and engineers to guide the clients through every step of the design process—from initial feasibility to project construction. Magnolia River currently serves over 110 active clients in 29 states. Of those active clients, 80 are municipalities.

At Magnolia River, we cover all aspects of distribution designs -- from network modeling to the sizing of individual meters and regulators. With our internal team of GIS specialists and inspectors utilizing our in-house project management software, we provide the services to ensure projects are installed according to design.

The following summary covers some of the projects successfully completed for clients:

- Magnolia River has been assisting clients with PHMSA grant applications since 2022. Magnolia River provides a turn-key solution for grant awardees, as we are experienced in environmental assessment, project planning, and project management. Our personnel assist clients with grant reimbursement processes, reporting, and project documentation.

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- Magnolia River has designed more than 2,000 miles of distribution replacement projects in the states of Texas, Louisiana, Mississippi, and Alabama over the past 10 years.
- Magnolia River has performed over 60 network analysis models covering more than 10,000 miles of piping. Our modeling staff is proficient with both GASWorkS and Synergi software with more than 70 years of combined modeling experience.
- Magnolia River has reviewed more than 90,000 records to determine TVC compliance for clients on both transmission and distribution mains. Concerning MAOP verifications, Magnolia River has reviewed 232 miles of transmission mains and 242 miles of distribution mains for multiple clients. Recently, Magnolia River has reviewed Las Cruces' 20 miles of transmission and 92 miles of distribution.
- Magnolia River has provided full project management of distribution or transmission work with dedicated Project Managers overseeing the project from inception at the design stage (Engineering), through construction (Inspection and GIS), and completion with TVC as-builts (Engineering). Past projects had Magnolia River managing all invoices for contractors and subcontractors to assure the client's project stayed on budget.
- Magnolia River has completed transmission projects up to 36" in diameter including route selection, linear project design, meter and regulator station design, HDD design, launcher/receiver design, hydrotesting design, and main line valve installations.

A variety of past project examples with references can be found on the following pages:

Project Owner:	Magnolia River Services, Inc.
Client:	City of Fairhope, Alabama
Project Name:	Distribution Piping Replacement
Project Description:	Magnolia River analyzed the client's gas distribution system using modeling software and identified weak points in their gas system.
Scope Responsibility:	Magnolia River proposed cost-effective solutions, designed the overall cast iron and unprotected steel replacement to include pipe sizing and regulator placement, prepared construction drawings for multiple phases of pipe replacement, and prepared bid packages for each phase. In addition to the engineering work, Magnolia River performed leak survey, prepared @Risk analysis, assisted the client with updating their GIS, configured FlowGIS for several field activities, and inspected the construction of the pipe replacement work.

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Project Owner:	Magnolia River Services, Inc.
Client:	City of Moulton, Alabama
Project Name:	Hillsboro Tap and Feed Design
Project Description:	This project called for the modeling of Moulton's distribution system and the engineering design of a five-mile pipeline.
Scope Responsibility:	Magnolia River developed a system model to determine the best location for a new tap and feed to reinforce City of Moulton's system. The model was developed from existing maps, limited GIS data, customer information, and intended pressures. Three different tap locations and various size pipelines were evaluated, and the model was used to select the best option along with cost analysis for construction. Once City Council approved a route and size, Magnolia River provided a full turnkey design, which included construction drawings, railroad permits, highway permits, environmental permits, project management, materials list creation, bid creation, bid advertisement, bid analysis, inspection, construction management and as-built creation.

Project Owner:	Magnolia River Services, Inc.
Client:	Confidential
Project Name:	Pre-1984 Pipeline Replacement
Project Description:	Magnolia River was selected to provide engineering designs for the replacement of pre-1984 plastic pipeline within the client's system in the coastal regions of Texas. Magnolia River has designed over 1,100 miles of replacement for this program.
Scope Responsibility:	Firstly, the client performed an internal at-risk assessment on their system to identify mains within the system that needed to be addressed. Criteria in the assessment included plastic pipe installed prior to 1984, leaks, etc. Magnolia River reviewed the identified main and proceeded to look for logical replacement areas adjacent to the identified main. Designs were generally one mile in total length and included services to be tied over or replaced. Magnolia River reviewed available on-line resources for other existing utility information to be included as part of the design. Magnolia River was also tasked to provide the completion of many internal forms and documentation that were part of the construction package issued to contractors for construction to include an environmental review, permitting

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	through county and city agencies, and flood control districts. Magnolia River provided assistance to the surveyors staking the projects, as well as the construction contractors when issues arose in the field.

Project Owner:	Magnolia River Services, Inc.
Client:	Florida Public Utilities
Project Name:	Gas Reliability Infrastructure Program
Project Description:	Magnolia River has been contracted by Florida Public Utilities to design and permit the replacement of bare steel and cast iron across various regions in Florida. Permitting services include state and local governments, as well as railroad permits. This program includes over 350 miles of legacy pipe to be replaced with PE pipe and coated steel pipe.
Scope Responsibility:	Magnolia River identified the scope and priority of replacement projects through records review, field verification, and GIS information. Magnolia River performed field analyses of the proposed construction areas utilizing Magnolia River's internal expertise to identify the preferred alignment for new piping. Magnolia River then created design plans for the project areas, considering the locations of other existing utilities and features to avoid potential conflicts. Magnolia River acquired all permits for each project, including FDOT, Palm Beach County, and municipal ROW usage permits. Magnolia River's inspection staff assisted Florida Public Utilities with regulatory code compliance, jobsite safety, and QA/QC. The inspectors also collected field information, including GPS points for as-built information.

Project Owner:	Magnolia River Services, Inc.
Client:	Okaloosa Gas District, Florida
Project Name:	System Modeling
Project Description:	Magnolia River modeled Okaloosa Gas District's transmission system and Niceville's and Crestview's distribution systems in order to help create a tool for system planning and system expansion.

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Scope Responsibility:	Magnolia River provided full professional modeling services, including GIS data cleanup, customer load data importation, the creation of a GASWorkS model with customer data, model calibration, and system optimization to mitigate low pressures.

Project Owner:	Magnolia River Services, Inc.
Client:	Atmos Energy Corporation, Various States
Project Name:	Inspection, GIS, and Project Support
Project Description:	Magnolia River provides inspection services for Atmos for their pipeline replacement program. Over the years, Magnolia River has inspected several projects to include station rebuilds, system upgrades, and system replacement.
Scope Responsibility:	Magnolia River inspectors collect Global Positioning System (GPS) data during the construction phase of each project. The data is processed into GIS shapefiles that are incorporated into Atmos' GIS mapping at the end of each project. Magnolia River inspectors are responsible for creating as-built drawings for main and service line installations, documenting materials used, recording all contractor OQ information, and collecting all valve information. Complete closing documents and drawings are submitted to the client in a project binder ready to file. All documents are uploaded into Magnolia River's proprietary software, FieldLogIQ, to include digital versions of the documents and drawings so they may be stored and viewed electronically. Magnolia River provides Inspection Management to oversee the program and interact with the client on a regular basis. The IM is tasked with managing the day-to-day inspection and personnel of all assigned projects. This includes keeping an up-to-date schedule for construction efforts, performing quality assurance (QA) measures on all completion documents, reviewing incoming contractor invoices, and reviewing internal time charged to the project. The inspection program in each area is tailored to the needs of the specific region and specific needs of the client.

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Project Owner:	Magnolia River Services, Inc.
Client:	Spire, Inc., Alabama, Missouri, and Mississippi
Project Name:	Engineering Design, GIS, and Inspection
Project Description:	Magnolia River has been providing inspection services to Spire-AL for 20 years. Magnolia River has forged a deep relationship with Spire and has developed inspection standards to help Spire comply with state and federal regulatory agencies.
Scope Responsibility:	Over the past 20 years, Magnolia River has inspected a multitude of projects for Spire to include on-site project management and inspection for annual bare steel and cast-iron pipeline replacement efforts. Throughout our partnership with Spire, we helped develop a streamlined approach which has enabled them to exceed pipeline replacement goals year over year. System replacement projects have included the installation of both steel and polyethylene pipelines ranging in various sizes of service lines, from 2-inch to 16-inch diameter mainlines. Because of the professionalism and quality of services provided to all divisions in Alabama, Magnolia River was contracted and currently provides inspection services to other Spire Divisions to include Spire Missouri, Spire Gulf Coast, and Spire Mississippi.

REFERENCES

Client	Name	Contact Information
City of Fairhope, AL	Wes Boyett, Gas Superintendent	(251) 928-8003
Cordova Water and Gas Board	Susan Brown, Office Manager	(205) 483-9235
Okaloosa Gas District	Gordon King, CEO	(850) 729-4840
Atmos Energy	Brandee Keener, Construction Analyst	(806) 891-7539

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ATTACHMENT A - RFP COMPLIANCE DECLARATION

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CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: Utilities Engineering Services

RFP NO.: 23-24-052

DUE DATE/TIME: February 27, 2024 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Magnolia River Services, Inc.

711 Nance Ford Rd SW, Ste. E

Hartselle, AL 35640

J. Heath McCleskey — Authorized Signature

J. Heath McCleskey — Typed or Printed Name

President — Title

heath.mccleskey@magnolia-river.com — Email Address

Telephone number 256-773-9420 Fax number 775-383-4345

NM Tax & Revenue Dept. CRS # n/a

Current NM Secretary of State Business ID # 6113036 (corporations only)

Current CLC Business Registration # n/a (respondents located in Las Cruces only)

Federal I.D. number 63-1258796 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes x No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

ATTACHMENT B – FIELDLOGIQ SUMMARY

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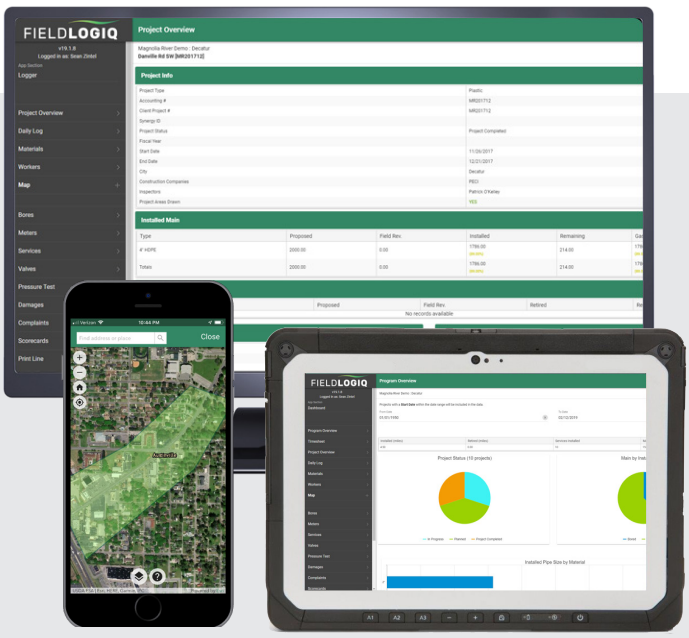
FIELDLOGIQ

FieldLogIQ is GeoCurrent's robust, flexible and scalable cloud-based enterprise software solution providing construction site supervisors and inspectors the ability to enter project updates in real-time. In addition, supervisors can grant customers access to monitoring project status and provide all interested parties access to reports and project documentation.

Features

- **Web-based application with a complementary iOS/Android mobile app**
- **A centralized reporting and project documentation dashboard**
- **Sophisticated documentation tools for tracking essential pipeline construction tasks, such as pressure testing, asset tracking, inspection logging, etc.**
- **Project report generation and distribution**
- **Geospatial representation of project progress based on Esri technology**
- **User role-based access to information and role-based event notifications**



Benefits

- Receive an **unprecedented level** of **visibility** and **control** over field operations
- Track **vital asset information** throughout the life of the project
- **Preserve the integrity of data** and **information** collected during the complex pipeline construction process
- **Maintain regulatory compliance** and **increase communication** throughout the organization

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Magnolia River Services, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MAGNOLIA RIVER SERVICES, INC.

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "J"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Molzen Corbin and Associates, of 1155 Commerce Dr, Ste F, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Molzen Corbin and Associates 1155 Commerce Dr, Ste F Las Cruces, NM 88011 ATTENTION: Kevin W. Eades

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MOLZEN CORBIN AND ASSOCIATES

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Molzen Corbin & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 260.00
2	Project Engineer/Project Manager	$ 240.00
3	Senior Engineer	$ 220.00
4	Design Engineer	$ 165.00
5	Engineer Intern	$ 135.00
6	Engineering Technician	$ 140.00
7	Drafting Technician	$ 110.00
8	Survey Crew**	$ 225.00
9	Construction Inspector/Observer	$ 95.00
10	Administrative/Clerical	$ 75.00
11	Field Testing and Investigations	$ 110.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10.00

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.11
16	Color Copies (per copy)	$ 1.00
17	Prints 24x36 (per sheet)	$ 3.00
18	Mylars 24x36 (per sheet)	$ 10.50
19	Photo Quality Plots (per plot)	$ 5.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

UTILITIES ENGINEERING

CITY OF LAS CRUCES

TECHNICAL PROPOSAL

Utilities Engineering Services

RFP No. 23-24-052

February 27, 2024

MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS

MOLZENCORBIN

February 27, 2024

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
700 N Main
Las Cruces, NM 88001

RE: Utilities Engineering Services, RFP 23-24-052
(We are in receipt of Addendum 1, dated February 20, 2024, and Addendum 2, dated February 23, 2024.)

Dear Members of the Selection Advisory Committee:

Molzen Corbin is pleased to present this proposal to provide Utility Engineering Services to the City of Las Cruces. Our Las Cruces branch has served the City for 40 years, designing your roadway, water system, wastewater system, and drainage improvements. We have been honored to partner with the City of Las Cruces and hope to never take our relationship for granted. We work hard to be **your Go-To-Firm**, not simply because we are local, but because we provide the highest quality professional engineering services the City requires. Our ability to deliver is based on the following strengths:

- **Local Knowledge Base:** Molzen Corbin's engineers and architects are familiar with most of the City's infrastructure needs. Because of our diverse local experience in water, wastewater, gas, transportation, stormwater, and facilities, and our knowledge of your current infrastructure and future needs, we believe that Molzen Corbin is an ideal choice for this on-call contract.
- **Team Continuity:** Molzen Corbin has numerous senior engineers and architects that you are familiar with that have more than 40 years of continuous experience in the City of Las Cruces. You will not be dealing with new faces after the contract is signed. Our workforce is reliable, empowered, and motivated to once again serve the City of Las Cruces and we see our own success directly tied to Las Cruces' success.
- **Maximum Value for the Money:** We are more than a consultant—we become your partner in seeking opportunities to economically grow Las Cruces because of our vested interest. Molzen Corbin offers the City the best of both worlds: high-quality, high-value projects delivered from a local office. Our resources are used to ensure that every project, conversation, and task delivers value to the City of Las Cruces.

We trust that the following submittal underscores the unique knowledge and benefits of the Molzen Corbin Team. We look forward to continuing our successful relationship with the City of Las Cruces.

Sincerely,
MOLZEN CORBIN

Kevin W. Eades, PE
President and Chief Executive Officer

Table of Contents

TECHNICAL PROPOSAL

1. Technical Approach to the Project 1

2. Qualifications and Competence of Team 9

3. Performance of the Firm with Previous Clients.....14

RFP Compliance Declaration
Resident Business Certificate
City of Las Cruces Business Registration Certificate

1. Technical Approach to the Project

About Molzen Corbin

Molzen Corbin is a nationally ranked firm with deep roots in this State. We have provided a diverse portfolio of engineering services to New Mexico's public entities since 1960. Molzen Corbin has a successful branch office in Las Cruces, and has served the City for over 40 years. Our strong track record for the delivery of high-quality projects on time and within budget is reflected in the fact that 90% of our business comes from repeat clientele. A majority of the clients we began with 64 years ago are still with us today on a retainer basis.

Technical Approach

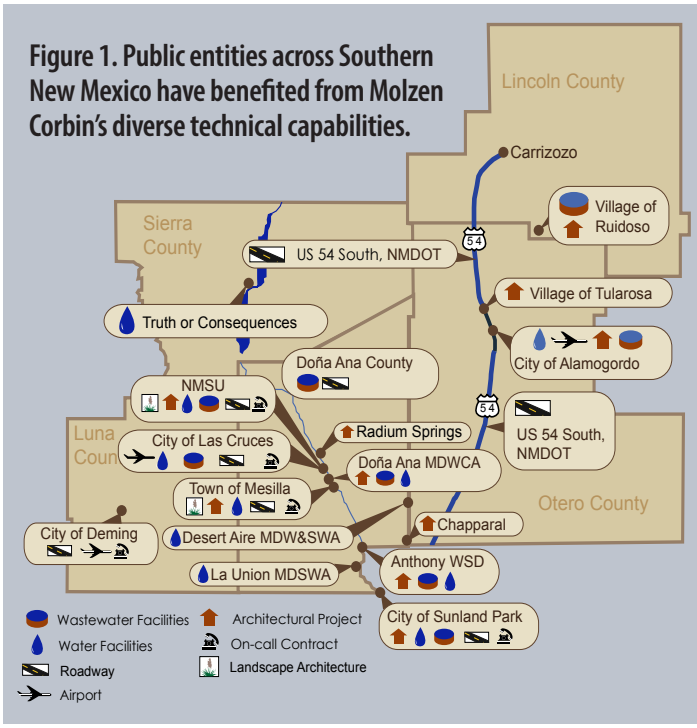
As we have in the past, Molzen Corbin will continue to provide planning, design, and construction phase services on a work-order basis. We will also provide day-to-day consultation services and attend conferences and meetings to remain informed about projects and issues. Molzen Corbin's general process and approach is as follows:

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

Technical Capabilities

Molzen Corbin employs 90 in-house professionals in the fields of civil, water, wastewater, and airport engineering; architecture and landscape architecture; planning and grants administration. We offer the operational agility and depth of staff needed to provide highly responsive services to the City. The map below (Figure 1) illustrates the depth and breadth of Molzen Corbin's technical experience in Southern New Mexico. Following we describe our technical capabilities in water

Figure 1. Public entities across Southern New Mexico have benefited from Molzen Corbin's diverse technical capabilities.



resources engineering, electrical and mechanical engineering, utility system design, site work, and architecture.

Water Resources Engineering

Molzen Corbin's fully staffed Water Resources Division is comprised of engineers whose professional and educational backgrounds are focused on wastewater and water engineering. Our Water Resources Engineers are supported by civil, electrical, and mechanical engineers, as well as architects and landscape architects, so our clients benefit from the convenience and cost savings of meeting diverse project needs with a centralized in-house team. Additionally, our in-house architects, electrical engineers, and construction observers have extensive specialized experience with wastewater and water facility and system planning, design, and construction administration services. Since 1960, we have completed over 600 wastewater and water system improvement projects for municipalities, counties, pueblos, tribes, and water associations throughout New Mexico. A snapshot of some of the services we have provided to our clients, including the City of Las Cruces, is illustrated in Figure 2.

Water System Engineering

We have consistently pioneered innovative, cost-effective water system designs that mitigate the risk of drought, improve quality of life for citizens, and provide infrastructure to support economic development. Figure 3 (next page) illustrates our Statewide experience in the planning and designing of water systems.

Molzen Corbin's experience includes every facet of water system design from master planning and preliminary engineering reports (PERs) to supply, storage, transmission, and distribution system design. We have extensive statewide experience with the services required to support the City for successful completion of any project that may be tasked under this on-call contract, including studying, evaluating, planning, and designing system improvements. The City will have the benefit of up-to-the-minute technical expertise, customized for your project needs.

Figure 2. Molzen Corbin has designed more than 600 water and wastewater projects since 1960, including numerous projects for the City of Las Cruces.

Client	Water Systems	Water Master Planning	Water Storage Facilities	Water Distribution System	Water Booster Pump Station	Well and Pump Evaluations	Water Quality Assessments	Water Source Evaluation	Water Computer Modeling	Water Treatment Facilities	Wastewater Facilities	Wastewater Master Planning	Wastewater Collection System	Wastewater Interceptor Modeling & Design	Wastewater Treatment Effluent Re-Use	Evaluation of Existing Facilities	Cost Estimates/Life Cycle Costing	Construction Documents/Bid Review	Innovative/Alternative Facilities	Cost Effective Alternative Analysis	Tight Project Schedules	Construction Administration	Re-Use of Existing Facilities	NMED/EPA Regulations and Permits	Environmental Assessment	SCADA Upgrades/Additions	Power Generators	Award-Winning Facilities	User Rate Studies & Recommendations	Grants Administration & Funding Requests
City of Las Cruces		●	●	●	●	●	●					●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Albuquerque		●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Anthony Water & San. Dist.		●	●	●	●	●		●				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Bayard		●	●	●		●		●				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Belen		●	●	●	●	●	●	●	●	●		●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Bernalillo		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Bosque Farms		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Carlsbad		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Eunice		●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●		●	●	●	●	●				●
City of Las Vegas		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Española		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Los Lunas		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Moriarty		●	●	●	●	●	●					●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Raton		●	●	●	●	●	●	●	●	●		●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
City of Sunland Park		●	●	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Silver City		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Town of Taos		●	●	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Village of Tijeras		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●		●	●	●			●	●
Pueblo of Zuni		●	●	●	●	●	●	●	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

Project Highlight: West Mesa Water System Improvements, City of Las Cruces

This was a four-phase project that included various water supply, transmission, and storage improvements:

- A high-capacity booster station consisting of three 1,000 gpm booster pumps
- Well No. 63 and Well No. 64 well house improvements, each with a capacity of 3,500 gallons per minute (gpm)
- Design of a 4.5-million-gallon reservoir, which involved unique foundation and site conditions to meet Bureau of Land Management (BLM) requirements
- Approximately 11,500 linear feet of 18" waterline that ties the booster station to the existing West Mesa Industrial Park
- Approximately 35,000 linear feet of 36" transmission line to connect the west side system to the City's east side Missouri system. This effort involved a crossing of the Rio Grande and numerous ditch, drain, and highway crossings.

Molzen Corbin took the lead in assisting the City with the Environmental Assessment; BLM permitting of easements for waterlines; International Boundary & Water Commission licensing of the river crossing; various other irrigation, highway, and county permits; and 12 private easements for the installation of various facilities. Our analysis also included preparing an alignment study of various route alternates for the water transmission line and an evaluation of various methods for crossing the Rio Grande.

Wastewater System Engineering

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. In many communities, we have not only designed the original wastewater treatment and collection system, but over the years have provided upgrades and improvements, expanded facilities, and addressed needs for new wastewater treatment facilities as permits became more stringent. Our treatment facilities have consistently met or exceeded Environmental Protection Agency (EPA) and New Mexico Environment Department (NMED) standards, and we have designed facilities that pioneer the use of innovative new technology here in New Mexico.

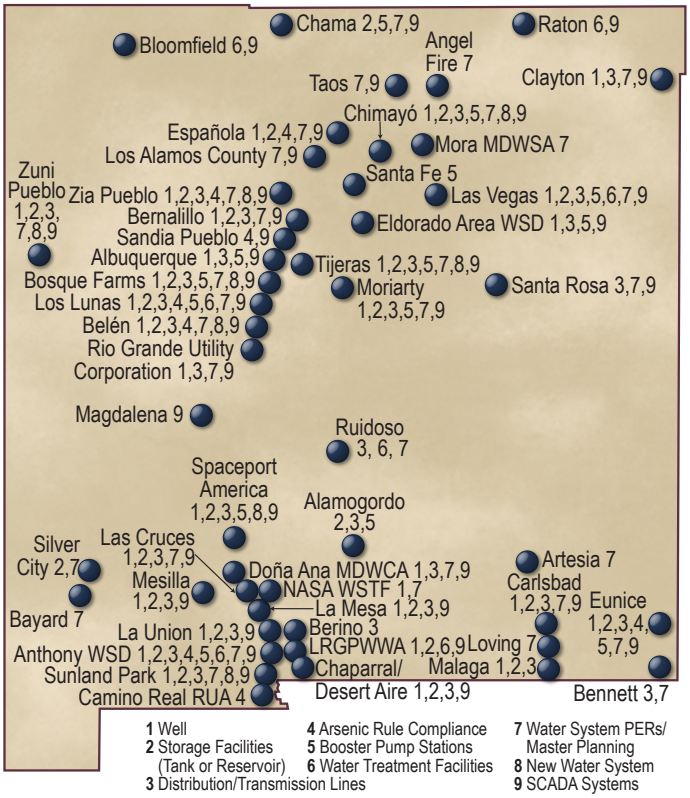


Figure 3. Molzen Corbin has planned and designed water projects across the State.

Molzen Corbin's experience in wastewater system design includes everything from PERs and master plans, to sewer lines and lift stations, to wastewater treatment plants.

Electrical/Mechanical Engineering

Molzen Corbin's in-house electrical and mechanical engineering division offers extensive experience in designing innovative, reliable, user-friendly systems for communities across New Mexico. Our experience includes electrical and mechanical system design and analysis for buildings, athletic fields, street lighting, solar (photovoltaic) systems, booster stations, lift stations, odor control stations, wells, and water and wastewater facilities.

- **Electrical Engineering:** Broad expertise in designing electrical instrumentation and control systems, as well as providing troubleshooting and analysis services. Experienced in designing power distribution systems with voltage below 25 kVA (25,000 volts) through individual electrical services via transformers properly sized and coordinated to meet the system or facility needs. Our engineers can provide load flow analysis for

all types of projects including evaluating voltage drop, harmonic distortion and power factors within the electrical system. Our team specializes in water and wastewater system support and Supervisory Control and Data Acquisition (SCADA) telemetry systems..

- **Mechanical Engineering:** Extensive experience in designing natural gas lines, heating, ventilating, and air conditioning (HVAC) systems, and plumbing systems for wastewater treatment plants, storm drain facilities, pump stations, educational buildings, office buildings, and medical buildings.

Utility System Design

Molzen Corbin has designed thousands of miles of water, wastewater, reclaimed water, storm-water, and gas pipelines throughout our 64 year history. Our experience has included evaluation of existing pipelines, design of new pipelines, rehabilitation of existing pipelines, in-situ rehabilitation, alignment/routing studies, trenchless installation, and cathodic protection. Figure 4 below provides a snapshot of our experience with designing utility lines.

Project Highlight: Wastewater Treatment Facility, City of Las Cruces

Molzen Corbin has a long-standing relationship with the city of Las Cruces that includes almost all work on the City's 13.9 mgd wastewater treatment plant. The plant was designed by Molzen Corbin in the 1980s, and numerous modifications have been made in the ensuing years. One of these improvements includes the facility's Headworks.

This project involved the planning, design and construction phase services for new Headworks at the Las Cruces Wastewater Treatment Plant. The improvements were necessary due to the fact that the old screening and grit removal facility had reached the end of its useful design life. The new Headworks included enclosed flex-rake coarse outdoor bar screens, screening conveyor, grit classifier, influent channels, Parshall flume, and outdoor covered course bubble aerated grit chambers. The facility was fully enclosed using internal structural elements, covered equipment, and an internal building to house the grit pump room.

Figure 4. Molzen Corbin has designed miles of utility and water transmission lines across the State.

Type	Project/Client	Pipeline
Water	Mountain Park Number 1 to Mountain Park Number 2 Water Line Extension, EPWater	2,600 Linear Feet (LF) of 24-inch transmission line; 1,440 LF of 12-inch service line; 2,410 LF PVC service line
	Double Eagle Water System Improvements, City of Carlsbad, NM	Phase I–II: 211,200 LF of 16-inch and 24-inch waterline Phase III: 21,160 LF of 24-inch waterline; 9,650 LF of 16-inch waterline; 630 LF of 12-inch waterline
	Water System, Spaceport America	63,360 LF of 24-inch and 16-inch waterline
Wastewater	Sonic Lift Station, AWSD, NM	3,500 LF of 21-inch sewer line; 6,500 LF of 12-inch forcemain
	Valley Drive, City of Las Cruces, NM	3,450 LF of 8- to 15-inch sewer line
	Sewer Interceptor, Village of Los Lunas, NM	Phase I: 9,000 LF of 8- to 30-inch sewer line Phase II: 25,000 LF of 8- to 24-inch sewer line
Storm	Valley Drive, City of Las Cruces, NM	7,800 LF of 18- to 72-inch storm drain line
	Harrelson Street, City of Las Cruces, NM	1,200 LF of 18- to 24-inch storm drain line
Gas	Gas System Improvements, Phase I, City of Deming	19.8 miles, 2-inch poly gas main and 8.4 miles, 4-inch poly gas main with services
	North Valley Drive, Las Cruces/NMDOT	1.49 miles MDPE gas line with services

Sitework

Molzen Corbin's Civil Engineering Division is experienced in site development plans for new or renovated buildings or structures. Our team prepares drainage and grading plans, utility layout plans, and stormwater pollution prevention plans for government and commercial facilities. These site plans are developed with sensitivity to the surrounding environment to match the character of the area in which they are located. Earthwork is minimized based on site conditions and balanced with the needs of the facility. Our site development plans have included sites as small as half-acre commercial lots to a 50-acre resort development.

Architecture/Landscape Architecture

Molzen Corbin's in-house architectural division specializes in user-friendly architectural design for public entities. Our team's range of experience includes the planning and design of diverse public works facilities and municipal buildings, from well houses and booster pump stations to Town Halls, public safety complexes and public parks.

Molzen Corbin has produced landscape designs and site plans for buildings, public spaces, roadways, parks and recreational areas, and other facilities. Our park designs have included gymnasiums; athletic fields; courts for pickleball, tennis, basketball, and volleyball; picnic areas and parking areas; trails; aquatic facilities; native, exotic, and specialized landscaping and irrigation; skate parks; and stormwater features (such as ponds, arroyos, and bridges).

Selected project examples further demonstrating the Molzen Corbin Team's experience and capabilities are provided in Section 3.

Molzen Corbin's Specialized Services

Molzen Corbin recognizes that project demands often go beyond technical tasks, and as such we offer a diverse portfolio of special services.

- **Master Planning:** Molzen Corbin has prepared numerous Master Plans for our municipal clients that included segments of the community that required special study or for improvements to the community as a whole. These Master Planning efforts have included Comprehensive Plans, Water Master Plans, Wastewater Master Plans, Stormwater Master Plans, and Transportation Plans.
- **Public Involvement:** Molzen Corbin typically schedules and conducts all of the public meetings to communicate project information, and attends City Council meetings.
- **Expert Witness Testimony:** Molzen Corbin has been a reliable expert witness for the City, and can continue that relationship in the future if called upon.
- **Bid Documents:** Molzen Corbin has designed public works projects for public entities, including plans and specifications developed in compliance with State and Federal regulations

Project Highlight: Jacob Hands WWTF Primary Feed Replacement Project, City of Las Cruces

Two El Paso Electric feeders serve the Las Cruces Jacob WWTF. The service entered the WWTF underground at 25 kV, and both feeders share below-grade manholes. The WWTF began to experience failures with the cable elbows in the manholes, and accessing the confined space was unsafe for operational staff and contractors. Molzen Corbin worked with the City to design a replacement feed for one of the feeder loops to separate the source..

The new 25 kV, concrete encased, duct bank had to maneuver a network of underground piping infrastructure through an operational treatment facility. Then new cables terminate in above grade cabinets and include test ports and fault indication, which is visible from the exterior of the enclosure. The cabinets sit on a vault equipped with a loop of extra cable and re-access panel, which allows access to the cable independent of the enclosure. The duct bank included a conduit for a future fiber cable for a SCADA system.

and procurement requirements, local procurement requirements, and industry standards.

- **Surveying:** Molzen Corbin's in-house surveying capabilities range from base mapping to detailed infrastructure surveys, performed by experienced surveyors using state-of-the-art Trimble R10 Integrated GNSS System. Our team has field experience with the finish techniques required by the City of Las Cruces.
- **Construction Observation:** Our in-house observers have been very effective in ensuring that our projects are constructed to the highest level of quality and conformance to the contract documents.

Management Structure and Approach

Molzen Corbin pioneered the use of on-call engineering and architectural agreements in the 1980s. Today, on-call clients remain at the heart of our business. We currently hold on-call contracts with 51 municipalities and counties, including with the City of Las Cruces. We are organized and staffed expressly to meet the day-to-day and long-term needs of public entities, providing rapid response and personalized service.

Day-to-Day Operation of the Contract

Molzen Corbin offers the operational agility and depth of staff needed to provide highly responsive services to the City of Las Cruces. Our proposed project manager, Mr. John Montoya, PE, PS, PTOE, is a Molzen Corbin Vice President with more than 30 years of project experience with the City. He is very knowledgeable with our on-call approach and procedures, as well as with City staff and processes. Following, we describe our management and operational approach.

- **Day-to-Day Technical Services and Small Task Order Work:** Mr. Montoya will serve as the City's primary point of contact. When the City needs day-to-day technical services or requests small task order work, you may call Mr. Montoya directly. He will either assist you himself or assign a lead engineer from the appropriate discipline to provide the needed service.
- **Large Projects:** For larger design projects Mr. Montoya will either serve as Project Manager or assign that role to an experienced engineer from the appropriate discipline. Once the project begins, the City may interface with either Mr. Montoya or the Project Manager. Project Managers will provide Mr. Montoya with regular updates on project schedules, budgets, status, and other issues.

Tasks to be Accomplished

Following are a few of the services we will provide to the City under this contract:

- Water, wastewater, and natural gas utility system design, analysis, and master planning (including water treatment process and wastewater plant process)
- Well house design
- SCADA System Design
- Feasibility study
- Solid Waste Studies and Landfill System Design and Analysis
- Land use permitting
- Subsurface utility exploration
- Boundary and Easement Surveys
- NPDES and SWPPP compliance
- Electrical design (e.g., wells, booster stations, lift stations, odor control stations, and buildings)
- Computer network analysis for GasWork, InfoWater, and InfoSewer
- Environmental surveys and assessment monitoring and management (e.g., indoor air quality, asbestos, mold, and other related services)
- Geotechnical assessments, such as soil and groundwater testing for contamination, remediation, and related services
- Expert witness in a judicial and/or quasi-judicial setting
- Project management
- Construction inspection

Services to be Provided Under Each Task

Scoping Meeting

When contacted by the City of Las Cruces, Molzen Corbin will form a scoping team consisting of staff from the City, Molzen Corbin, and subconsultants. The scoping meeting will provide all parties with the opportunity to discuss project parameters, ask questions, and work together to resolve challenges.

Molzen Corbin will carefully consider the input of the City's user group in identifying elements that will influence the scope, schedule, and budget of each project or task. To ensure that the City gets the most value for money spent, we will also address funding sources and look for opportunities to narrow the scope so that unnecessary tasks are eliminated. A project schedule with milestone dates will also be established at this meeting.

Such up-front project development will not only be used as the basis of the engineering agreement, it will serve as a guide in the execution of the task order.

Milestone Meetings

Mr. Montoya and key project team members will meet with the City at the conclusion of each task to update the City on project status, review technical information, answer questions, and solicit feedback from the City to ensure that the project is continuing on schedule and to the City's satisfaction. Examples of key milestone meetings for a roadway project are as follows:

- Drainage Plan Review
- Survey and Existing ROW Review
- Existing and Proposed Utility Review
- Roadway Alignments
- Roadway and Utility Profiles
- Lighting and Erosion Control
- Right-of-Way Acquisition (if needed)
- Technical Conflict Resolutions (utilities, ADA, drainage, driveways, etc.)
- Environmental Document Review

Final Design Review

Molzen Corbin will hold design review and final design review meetings with the City to coordinate the final plan set for bidding and complete minor changes. All design elements will have already been reviewed during the milestone meetings, which should be the basis of the final design drawings.

Quality Control

To ensure that the City receives the highest possible quality on each project, Molzen Corbin will implement a peer review quality control plan, with oversight provided by Mr. Jerry Paz PE.

Molzen Corbin and our subconsultants will each conduct a quality review of the other firm's work for each project or task. Each review will consider completeness, accuracy, and whether the work is meeting the project goals.

This peer review process is essential to the development of the project and will be integrated into scheduled project team meetings. Frequent, thorough quality checks will enable the project team to identify and correct potential problems during the project, when they can be addressed in a cost-efficient manner.

Project Schedule

Molzen Corbin has sustained an excellent performance record for timely delivery of projects and control of costs. Figure 5 below provides examples of Molzen Corbin's cost and schedule performance on similar relevant projects. Our approach to controlling costs and meeting schedules is summarized below.

Cost Control During Design

- **Planning for the Project:** Starting with a detailed planning effort helps to define the scope of work for any project. Detailed planning and the corresponding coordination effort helps to ensure that the client and engineer are working toward the same goals. It is also much easier to make changes during a planning phase than during design. Finally, a well-thought-out plan results in a shorter design schedule and a corresponding project cost savings.
- **Control of Work Hours:** Molzen Corbin uses project management and cost accounting

Project/Client	Estimate	Close Out	Owner's Deadline	Completion Date
I-25/University Interchange, NMDOT	$38,000,000	$35,327,282	October 2021	October 2021
Valley Drive (Phase II), NMDOT	$22,973,000	$25,598,110	March 2020	April 2020
Bowman Avenue, Mesilla	$443,860	$428,297	November 2019	November 2019
Harrelson Street, Las Cruces	$786,402	$824,739	November 2018	November 2018

Figure 5. History of Past Performance

software to develop a design fee cost estimate, or budget, for each task based on manhours and rates. Our cost accounting system generates cost reports automatically every week. We use these to compare each task's manhours used to the manhours remaining in the budget and the estimated percent complete. This proactive approach allows us to identify deviations from the project plan early on and make appropriate adjustments to mitigate any impacts on the design costs.

- **Review of Percent-Complete Report:** Each month the project manager submits a percent-complete report for review by the appropriate department head. If the percentage of budget expended is greater than the percentage of completion (*e.g.*, a project is only 20% complete but 50% of the budget is expended) and the project scope has not changed, then the department head assigns more resources (without cost to the owner) to enable the project to achieve completion.
- **Proactive Communication:** Communication between the client and engineer throughout design is essential to cost control. We establish a budget early on and use milestone meetings to communicate design progress and estimated costs.

Schedule Control

Molzen Corbin has a fully staffed office in Las Cruces to serve communities and municipalities in southern New Mexico. This local office makes Molzen Corbin especially suited to respond to the City's needs in this contract. Molzen Corbin's success in delivering projects on time is due primarily to three important factors:

- **Detailed Project Schedule:** A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control:** Because Molzen Corbin is a New Mexico company and is locally owned and operated, project control is established effectively and efficiently. The local control allows dedication of all resources needed to meet critical deadlines while providing the agility needed for unanticipated changes.
- **Team Experience:** Our team has been working together on similar projects for many years. This experience translates to effective and efficient production of design documents.

Sample Project Schedule

Figure 6 shows a sample work schedule with project milestones. Molzen Corbin utilizes Microsoft Project, Primavera, and SureTrack scheduling programs to manage the work flow and meet project deliverables.

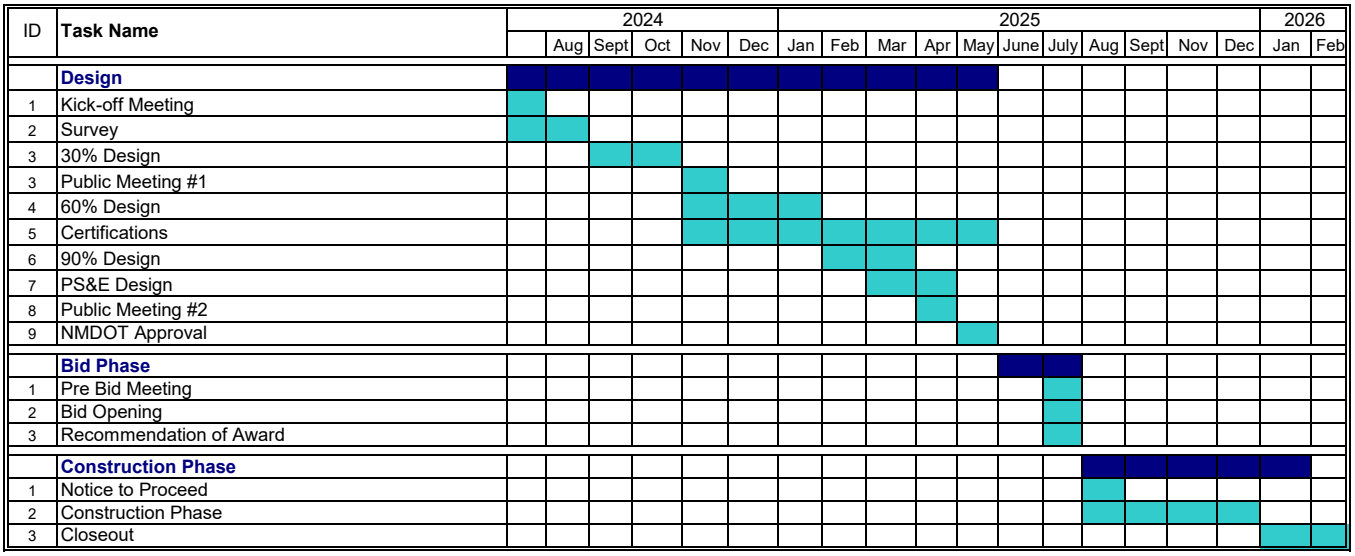


Figure 6. Molzen Corbin sample project schedule, including major phases and tasks.

2. Qualifications and Competence of Team

Molzen Corbin has a solid track record for meeting project schedules, including condensed schedules. Our project experience, depth of staff, and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

As a multi-disciplinary firm, Molzen Corbin has the technical expertise and in-house staff to successfully complete the diverse range of tasks and services anticipated under this contract. Based on our extensive engineering and analysis experience, along with our depth of our staff and our familiarity with the City of Las Cruces, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

We have assembled a highly experienced project team to effectively execute this contract for the City of Las Cruces. An organizational chart illustrating our team members and their roles and responsibilities appears below (Figure 7). On the following pages, we provide résumés of our key project team members, including their experience, area of competence, and percent of time assigned to project.

Key Personnel

John Montoya, PE, PS, PTOE: Project Manager

NM PE #12423, NM PS #13057, PTOE #3426 | B.S. in Civil Engineering Technology, NMSU | Years of Experience: 39 | Time Assigned: 20%

Mr. Montoya is a Molzen Corbin Vice President whose 39 years of experience encompasses assignments as a design engineer, project manager, client manager, and company surveyor on public works projects across southern New Mexico. These projects have included traffic engineering, roadway design, major arterial design, multi-

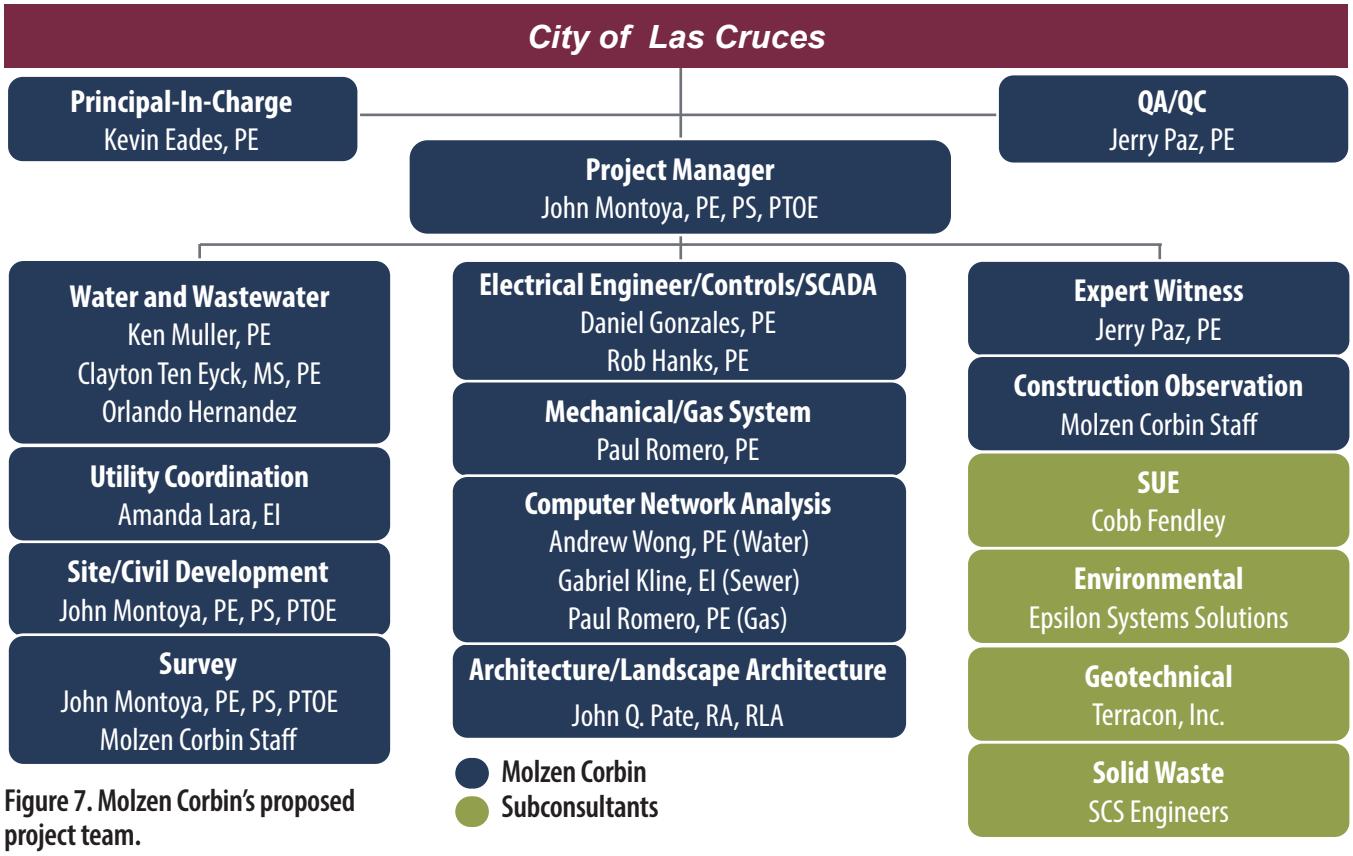


Figure 7. Molzen Corbin's proposed project team.

modal transportation planning and design, site development, water and wastewater system design, drainage and grading design, and stormwater detention basin design. Mr. Montoya also has considerable experience in the field of surveying and is a registered professional surveyor.

Mr. Montoya's project experience with the City of Las Cruces has spanned several decades, and he currently serves as the project manager for our engineering on-call contracts with the City of Las Cruces. His project experience with the City includes Harrelson Drive, Reynolds Drive, 14th and 17th Streets, the West Hadley Avenue Reconstruction, and roadway design for the CD-9 and CD-12 Street Improvements. He has also provided parking lot design, airport design, street lighting design, signal design, fencing design, and storm sewer and site development, including drainage and grading design. Mr. Montoya also has considerable experience providing transportation design and engineering service for numerous NMDOT projects in the region, including I-25/University Interchange Improvements (Las Cruces), Arrowhead Interchange Study, and West Mesa Corridor Phase A/B Study.

Areas of Competence: Project Management, Traffic Engineering, Roadway Planning and Design, Multi-Modal Design, Surveying, Site Development, Water and Wastewater Design, Computer Network Analysis, and Master Planning

Kevin Eades, PE: Principal-in-Charge

NM PE #14481 | B.S., Civil Engineering, NMSU | Years of Experience: 29 | Time Assigned: 2%

Mr. Eades is Molzen Corbin's President and Chief Executive Officer with 29 years of professional project management, master planning, and design experience. He has strong project management and client-relations experience and is especially talented in working with clients on a one-to-one basis to ensure that their needs are met. In addition to project coordination and development, he has designed and managed drainage, water, sewer, traffic, and roadway improvement projects across the state. He has served as the Technical Services Manager for numerous on-call contracts, including Belen (27 years), NMDOT (27 years), and Los Lunas (27 years), covering tasks across all engineering disciplines.

Areas of Competence: Project Management, Contract Management, and Traffic Engineering.

Jerry B. Paz, PE: QA/QC

NM PE #10521 | B.S., Civil Engineering, New Mexico State University (NMSU) | Years of Experience: 40 | Time Assigned: 4%

Mr. Paz is Molzen Corbin's Chief Operations Officer and leads our Water Resources Department. He has 40 years of experience in the design and management of water-related projects, including development of water master plans and design of numerous transmission, storage, and distribution improvements for communities across New Mexico. In addition, he has extensive experience as engineer-in-charge of large regional wastewater system design and improvements, and in performing quality control reviews of small to large regional wastewater and water resources system projects for planning, design, and construction of improvements. Most recently, he has been responsible for the planning and design of over $900 million in infrastructure improvements in New Mexico and Texas.

Areas of Competence: Quality Control and Document Review, Roadway Design, Water and Wastewater Design, and Expert Witness

Ken Muller, PE: Water Resources

NM PE #12548 | B.S., Civil Engineering, California Polytechnic Institute | Years of Experience: 53 | Time Assigned: 15%

Mr. Muller has 53 years of experience planning and designing water and wastewater facilities from small to large. His water projects include designing raw and finished water transmission lines, pressure-reducing stations, booster pump stations, storage, and systems to remove organics; and writing water system preliminary engineering reports (PERs). Mr. Muller also performs in-house quality control reviews of many Water Resources pre-final contract

documents, as well as maintains Molzen Corbin's standard Water Resources specifications.

Areas of Competence: Water Treatment, Wastewater Treatment, and Value Engineering

Clayton Ten Eyck, PE: Water Resources

NM PE #18866 | M.S., Environmental Engineering, Utah University, B.S., Civil Engineering, Northern Arizona University | Years of Experience: 19 | Time Assigned: 15%

Mr. Ten Eyck, MS, PE, has 18 years of experience in water and wastewater engineering, including designing wastewater treatment, collection, and effluent reuse improvements for several municipalities, tribes, utilities, and water and sanitation associations. At Molzen Corbin, Mr. Ten Eyck has managed several multi-discipline water and wastewater treatment plant projects.

Areas of Competence: Water Treatment, Wastewater Treatment, and Municipal Infrastructure

Orlando Hernandez: Water Resources

Education: B.S., Civil Engineering Technology, NMSU; A.A.S., Surveying Technology, Dona Ana Community College | Years of Experience: 5 | Time Assigned: 15%

Mr. Hernandez is an engineering graduate with more than five years of professional experience. With two years of experience at Molzen Corbin, he has assisted with the design of wastewater, water, roadway, and drainage projects for our municipal clients. In addition, Mr. Hernandez is an experienced Computer Aided Design Technician with a demonstrated history of working in the civil engineering industry. He is skilled in using AutoCAD and Arcgis Products.

Areas of Competence: Water/Wastewater Design

Amanda Lara, EI: Utility Coordination

B.S., Civil Engineering, NMSU | Years of Experience: 5 | Time Assigned: 20%

Ms. Lara is an engineering intern with 5 years of professional experience with Molzen Corbin. Since joining Molzen Corbin, she has assisted in the design of numerous roadway, water, and wastewater projects, including a major sewer interceptor repair and rehabilitation project in Ruidoso, NM. While pursuing her Civil Engineering degree at NMSU, she worked as an Engineering Coop for the City of Las Cruces Utilities Department. She assisted the Utilities Department with project management documentation, reports, and correspondence. She is proficient in AutoCAD and Civil 3D.

Areas of Competence: Construction Management, Utility Design and Coordination, and Computer Network Analysis

Daniel Gonzales, PE: Electrical Engineering/Controls

NM PE #25643 | B.S., Electrical Engineering, NMSU | Years of Experience: 19 | Time Assigned: 15%

Mr. Gonzales has 19 years of experience in the design of power, instrumentation and controls and SCADA systems. Related projects include low pressure sewer systems for Peralta, Tijeras, and Mesilla. Other recent projects include the SCADA Preliminary Design for the Eldorado Water & Sanitation District, the Village of Chama Water Treatment Facility, a well for the Greater Chimayó Mutual Domestic Water Consumers Association, the Buckman Water Treatment Facility for the City of Santa Fe, and wastewater treatment facilities for Ruidoso, Las Vegas, Sandia Pueblo, and Albuquerque. His work is critical to ensuring proper function of the plant's electrical equipment, communication, and controls.

Areas of Competence: Electrical Engineering, SCADA Design, and Instrumentation and Controls

Robert Hanks, PE: Electrical Engineering/SCADA

NM PE #23949 | B.S., Electrical Engineering, Louisiana Tech University | Years of Experience: 40+ | Time Assigned: 20%

Mr. Hanks has 40+ years of experience as an electrical engineer specializing in electrical and instrumentation and control (I&C) system design and implementation. Prior to joining

Molzen Corbin, Mr. Hanks was a Principal I&C Technologist at CH2M Hill. He was intimately involved in overseeing the layout, design, and specification of instrumentation and control equipment and power systems for large industrial projects, water and wastewater treatment facilities, booster pump stations, and sewage lift stations.

Areas of Competence: SCADA Design and Instrumentation and Controls

Paul Romero, PE: Mechanical/Gas/ Computer Network Analysis (Gas)

NM PE #14932 | B.S., Electrical Engineering, NMSU | Years of Experience: 29 | Time Assigned: 20%

Mr. Romero brings 29 years of experience to the Molzen Corbin team. He is a senior mechanical engineer skilled in leading efforts to sustain, optimize, and improve existing facilities while ensuring design and construction meet codes and client requirements. He has provided HVAC, plumbing, process piping, and fire protection design, and/or construction services for several New Mexico projects along with engineering analysis, project management, planning, and construction cost estimating services. Mr. Romero is also experienced in providing quality assurance technical reviews and facility maintenance engineering support on varying projects.

Areas of Competence: HVAC Design, Plumbing Design, and Gas System Design

Andrew Wong, PE: Computer Network Analysis (Water)

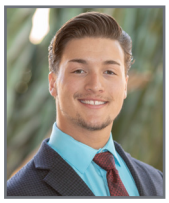
NM PE #25643 | B.S., Civil Engineering, NMSU | Years of Experience: 9 | Time Assigned: 20%

Mr. Wong is a professional engineer with 9 years of experience. He is a vital member of Molzen Corbin's Transportation Team supporting several key NMDOT projects from the Las Cruces Office, including the I-25/ University Interchange and US 285 projects. Mr. Wong also has direct experience in the areas of hydrologic analysis, hydraulic analysis, scour analysis, traffic capacity, traffic safety, water distribution systems, and wastewater collection systems. He most recently provided drainage design services for the NMDOT's I-25/Williamsburg Interchange Improvements Project.

Areas of Competence: Drainage, Roadway, and Utility Design

Gabriel Kline, EI: Computer Network Analysis (Sewer)

NM EI #7737 | B.S., Civil Engineering, NMSU | Years of Experience: 3 | Time Assigned: 20%



Mr. Kline has three years of civil engineering experience, including roadway design, traffic safety analysis, site design, drainage studies, water treatment studies, master planning, and municipal utility design. His experience includes working on the Sewer Collection System portion of the Las Cruces Utilities Master Plan. He has contributed to Phase A/B reports, design calculations, specifications, drafting, and scientific analysis.

Areas of Competence: Utility Design and Engineering Technical Support

John Pate, RA, RLA: Architecture/ Landscape Architecture

NM RA #1784, NM RLA #87 | B.S., Architecture, UNM | Years of Experience: 48 | Time Assigned: 10%

Mr. Pate has 48 years of experience in master planning and designing architectural and landscape projects. As a project manager, Mr. Pate's experience with diverse construction methods and materials enables him to provide meaningful direction to multi-disciplined teams. His approach to design balances function and aesthetics with a focus on cost savings, labor-saving building techniques, and the efficient use of materials. Due to his decades of experience working with municipal, State, and Federal clients, Mr. Pate has a strong sensitivity for producing projects within inflexible budget and time constraints. As

a landscape architect, Mr. Pate has worked extensively in all facets of site, neighborhood, and park development and landscape design.

Areas of Competence: Architecture and Landscape Architecture

Principal Officer

Mr. Kevin Eades, PE (NM PE #14481), President and Chief Executive Officer, is the principal member/officer of the firm who will be responsible for administration of this contract.

2701 Miles Road SE
Albuquerque, New Mexico 87106
(505) 242-5700/FAX (505) 242-0673
keades@molzencorbin.com

Subconsultants

Our full list of proposed subconsultants is provided in Figure 8 (below).

Work Performance Location

Molzen Corbin has maintained an office in Las Cruces for nearly 40 years. We offer full-service capabilities that have proven to be highly responsive to the City. At the same time, we are able to draw on our Albuquerque office for additional depth of staff when required.

Mr. Montoya, PE, will manage this project from Molzen Corbin's Las Cruces office at 1155 Commerce Drive, Suite F. Based on our past performance on similar projects, we estimate that 90% of the work for the City on this project will be completed in our Las Cruces office, with the remaining 10% completed in our Albuquerque office at 2701 Miles Road, SE.

Professional Responsible for Work

As Project Manager, Mr. John Montoya, PE (NM PE #12423), Vice President, is the principal member/officer of the firm who will also be in direct responsible charge of the work.

1155 Commerce Drive, Suite F
Las Cruces, New Mexico 88011
(575) 522-0049/FAX (575) 522-7884
jmontoya@molzencorbin.com

Figure 8. Molzen Corbin has cultivated decades long relationships with our trusted subconsultants.

Team/Responsibility	Experience & Areas of Competence
Cobb, Fendley & Associates: Subsurface Utility Engineering 5541 Midway Park Place NE, Albuquerque, NM 87109, (505) 508-0786 Contact: Sean Wolfe, PG Typical Percent of Time: 5%	CobbFendley is a multi-disciplined firm providing SUE, Utility Coordination and Design, Surveying and Mapping, Right-of-Way Acquisition, and Telecommunications Services. The firm has provided SUE services on more than 2,000 projects, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays.
Epsilon Systems: Environmental 205 W. Boutz Road, Bldg 4, Suite 3, Las Cruces, NM 88005, (575) 528-8197 Contact: Brad Beacham Typical Percent of Time: 5%	Epsilon Systems Solutions, Inc. (Epsilon Systems) is a certified resident New Mexico business. Epsilon Systems' professionals offer comprehensive regulatory support, guiding clients through environmental processes in both simple and complex situations. Epsilon Systems' strategic approach is based on a thorough understanding of environmental issues, the governing statutes, and the technical basis upon which the regulations were written.
Terracon: Geotechnical Services 4450 Bataan Memorial East, Las Cruces, NM 88011, (575) 527 1700 Contact: Ivan Avelar, PE Typical Percent of Time: 5%	Terracon is an employee-owned consulting engineering firm founded in 1965 that specializes in geotechnical, materials, environmental, and facilities. Terracon provides geotechnical field investigations, engineering analysis, report preparation, and laboratory and field testing services throughout New Mexico. Terracon has been part of the Molzen Corbin team on numerous projects in New Mexico for over 20 years.
SCS Engineers: Solid Waste 500 Marquette Avenue, NW, Suite 1200, Albuquerque, NM 87102, (505) 349-8060 Contact: Tom Parker, PE, BCEE Typical Percent of Time: 5%	SCS is one of the most widely respected solid waste consulting firms in the country, helping clients optimize solid waste operations and environmental controls. They serve public and private sector clients by providing comprehensive solid waste management services for landfills and solid waste facilities, including program design and implementation, master plans and studies, regulatory compliance, financial analysis, and public outreach.

3. Performance of the Firm with Previous Clients

Four Hills Booster Pump Station, ABCWUA

As part of an engineering on-call contract with the Albuquerque-Bernalillo County Water Utility Authority (ABCWUA), Molzen Corbin was contracted to complete a facilities improvement project at the Four Hills Pump Station. The project began with a site assessment to identify the facility's needs and recommended improvements. The facility is operational, so downtime had to be kept to a minimum. Special consideration was given to the layout of the new equipment and the construction sequencing to minimize the amount of downtime required.

Four Hills Booster Pump Station, ABCWUA

The improvements included the following:

- Reconfigured 4160V service equipment
- Starter technology change (changed from RVAT to across-the-line)
- Pump motor replacement (performed by Alpha Southwest as part of their on-call contract with the ABCWUA)
- Pump pit floor rehab
- Grated deck system improvements
- Replacement of corroded cast iron roof drains
- Process pipe improvements
- Control valve upgrades (some replacement and some rehabilitation)

The project scope expanded during construction and Molzen Corbin was able to quickly and efficiently respond to the additional request made by the Water Utility Authority.

Contact: Mr. Charles Lee, PE, Electrical Engineer, (505) 289-3455, (505) 280-8935 (Cell)

Valley Drive Utilities, NMDOT and City of Las Cruces

Molzen Corbin's redesign of Valley Drive in Las Cruces required significant coordination with the NMDOT, the City of Las Cruces, and local property and business owners. Constructed in the 1950s, the existing roadway was largely rural and dated, requiring capacity, access management, drainage, and utility improvements. Molzen Corbin designed the roadway and drainage improvements for the NMDOT, and through our on-call contract with the City of Las Cruces, we designed utility improvements to be built in conjunction with the highway.

Below the surface, a complete storm drain system was installed with capacity for future expansion, and the water, sanitary sewer, and gas systems

Valley Drive, Las Cruces

were all replaced. The storm drain system was designed to not only handle the roadway runoff but allow for the City to extend the storm drain to adjacent developments. To accommodate the large flows, multiple drainage systems were installed with storm drain ranging in size from 18- to 72-inches for a total of 7,800 LF of storm drain trunk line. Additional utility improvements included 930 LF of 6-inch waterline, 1,060 LF of 10-inch waterline, and 10,170 LF of 12-inch waterline; 2,730 LF of 8-inch sanitary sewer line, 380 LF of 10-inch sanitary sewer line, 140 LF of 12-inch sanitary sewer line, and 200 LF of 15-inch sanitary sewer line; and 1,900 LF of 2-inch and 8,800 LF of 4-inch natural gas line.

Contact: Mr. Arthur Romero, PE, Project Development Engineer, (575) 202-3340

Wastewater Treatment Plant, Anthony Water and Sanitation District (AWSD)

New 0.98 mgd WWTP (1995)

Molzen Corbin has been involved with AWSD since 1982. We designed the District's first wastewater treatment facility with aerated lagoons, which treated approximately 250,000 gallons per day. As the community grew and the demand increased, Molzen Corbin assisted AWSD in securing more than **$3 million in funding from NM State Special Appropriations, Rural Utility Service, and the US Economic Development Administration** to design and construct a new wastewater treatment facility. We also assisted in securing New Mexico's first Colonias grant for this project.

Molzen Corbin designed a new 0.98 mgd facility on the same site as the existing plant, while accommodating a tight timeframe and keeping the existing plant operational during construction. The new treatment facility was designed as an activated sludge system containing all process components that are contained within circular walls to reduce the facility's overall footprint (a concentric package plant). This included the aeration basins, clarifier, and sludge thickener with the ultra-violet light disinfection unit in close proximity. In anticipation of the EPA's stricter stance on nitrogen, we also designed the facility to be easily upgraded to accommodate future treatment requirements. The facility incorporated the use of the existing main plant lift station to reduce overall costs on the project.

WWTP Expansion (2023)

As a first step in the WWTP expansion project, Molzen Corbin completed a WWTP PER for AWSD, which included a comprehensive update to the WWTP and solids handling facilities. The PER was used to leverage the significant amount of funding needed for the WWTP expansion and renovations. The new design consists of a second concentric package plant to double the capacity of the existing facility. The new plant is being constructed adjacent to the existing plant as an identical, mirrored structure, so both facilities can share the treatment process and facilities (see diagram on bottom left), including the Entrance Works. Construction is currently underway with an anticipated completion date of late 2024.

Contact: Mr. Jose Terrones, Public Works Director, (575) 882-3922, (915) 630-5291 (Cell)

At AWSD's wastewater treatment plant, all process components are contained within the circular walls to reduce the facility's overall footprint.

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address: MOLZEN CORBIN	K. W. E.
1155 Commerce Drive, Suite F	Authorized Signature Kevin W. Eades, PE
Las Cruces, NM 88011	Typed or Printed Name President and CEO
	Title keades@molzencorbin.com
	Email Address

Telephone number (575) 522-0049 Fax number (575) 522-7884

NM Tax & Revenue Dept. CRS # 01305771005

Current NM Secretary of State Business ID # 0493510 (corporations only)

Current CLC Business Registration # 00363-24 (respondents located in Las Cruces only)

Federal I.D. number 850166212 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MOLZEN-CORBIN & ASSOCIATES, INC.**

DBA: **MOLZEN-CORBIN & ASSOCIATES, INC.**
2701 MILES RD SE STE 200
ALBUQUERQUE, NM 87106-3228

Expires: **16-Nov-2026**

Certificate Number:

L0668850800

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2025 - 1

Type
Business Registration License - PROFESSIONAL SERVICE

Number
00363-24

Issue Date
02/21/2024

Expires
1/30/2025

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Molzen Corbin & Associates

1155 COMMERCE Dr
STE F
NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Molzen Corbin and Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MOLZEN CORBIN AND ASSOCIATES	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "K"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Miller Engineers, Inc. dba Souder, Miller & Associates, of 3500 Sedona Hills Parkway, Las Cruces, NM, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR’S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR’S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Miller Engineers, Inc. dba Souder, Miller & Associates 3500 Sedona Hills Parkway Las Cruces, NM 88011 ATTENTION: Paul J. Pompeo

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MILLER ENGINEERS, INC. DBA
SOUDER, MILLER & ASSOCIATES

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Miller Engineers, Inc. d/b/a Souder, Miller & Associates

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 240
2	Project Engineer/Project Manager	$ 210
3	Senior Engineer	$ 190
4	Design Engineer	$ 150
5	Engineer Intern	$ 120
6	Engineering Technician	$ 110
7	Drafting Technician	$ 120
8	Survey Crew**	$ 205
9	Construction Inspector/Observer	$ 120
10	Administrative/Clerical	$ 100
11	Field Testing and Investigations	$ 160
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10%
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.05
16	Color Copies (per copy)	$ 0.10
17	Prints 24x36 (per sheet)	$ 3.75
18	Mylars 24x36 (per sheet)	$ 7.00
19	Photo Quality Plots (per plot)	$ 10.00
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Utilities Engineering Services

City of Las Cruces

RFP No. 23-24-052 | February 27, 2024 - 4:00 PM

Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
Stronger Communities by Design®
www.soudermiller.com

Souder, Miller & Associates ♦ 3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011
(575) 647-0799 ♦ (800) 647-0799 ♦ fax (575) 647-0680

February 27, 2024 #6333213

City of Las Cruces
Attn: Purchasing Department/Bid Clerk
700 N. Main Street
Las Cruces, NM 88001

RE: SUBMITTAL OF PROPOSAL FOR CITY OF LAS CRUCES, "UTILITIES ENGINEERING SERVICES", RFP NO. 23-24-052

Dear Members of the Selection Committee:

The following proposal is in response to the City of Las Cruces RFP No. 23-24-052 entitled "Utilities Engineering Services." Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) has prepared this response in strict accordance with the written RFP issued by the City. SMA has received Addenda Nos. 1 & 2.

SMA has reviewed the RFP and is familiar with the City's policies, procedures, and conditions, ***having provided consulting services on numerous projects for the City using local staff for more than 29 years. SMA has provided on-call and standalone consulting services directly to the City on current and past contracts, and as a subconsultant to other firms for City projects. These include recent and ongoing projects, such as the NASA Road High Pressure Gas Line Replacement Project, the Zone 1 Interconnect Phase B Project 2, the Telshor and Lohman Storm Drain Repair Project, and the RoadRUNNER Transit Operations & Maintenance Facility.***

SMA has over 175 employees ***(more than 45 based in Las Cruces)***, including more than 35 registered professional engineers ***(seven in Las Cruces)***, registered professional surveyors and geologists, construction observers, and certified water and wastewater system operators ***in-house*** and has completed hundreds of infrastructure improvements projects, many of these with time limited completion schedules to meet funding deadlines. ***Several of SMA's project team members have developed a close working relationship with City staff members, based on clear communication and attention to the City's needs and wishes.*** Our proposed project team is prepared to move forward immediately when given notice to proceed.

Our local Las Cruces office, where all project management and field work will be performed for the City's projects, has served southern New Mexico for nearly 30 years, providing a stable and dependable foundation on which our valued clients can rely. This stability and continuity have allowed SMA to provide the highest-quality services to successfully complete each project while meeting and exceeding our clients' expectations. Our data gathering and design process focuses on client involvement, allowing the attention to detail afforded by a small firm and the depth of experience and resources of a large firm. We also have very good channels of communication with the different agencies of the State of New Mexico and Doña Ana County, which will prove instrumental for timely completion of projects under this contract.

On behalf of the entire SMA project team, we look forward to continuing our valued relationship with the City of Las Cruces and appreciate your consideration of our proposal. If you have any questions about this proposal or would like to meet at your convenience to discuss this project, please feel free to contact the undersigned via the email or phone numbers provided below.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

Marty Howell, P.E.
Senior Engineer /
Corporate Sustainability Advisor
575.449.3213
marty.howell@soudermiller.com

Paul Pompeo, P.E.
Vice President /
General Civil Technical Sector Director
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Table of Contents

Technical Proposal

1. Technical Approach 1
2. Qualifications/Competence 2
3. Performance of the Firm 8
4. Manage Structure and Approach to Project 10
5. Performance with Previous Clients 14

Attachments

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

1. Technical Approach

Company Introduction

Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) appreciates this opportunity to propose to the City of Las Cruces (City) to provide Utilities Engineering Services as described in the City's RFP No. 23-24-052. ***The SMA project team is structured to provide the City with the highest quality services using experienced professionals all coordinated from SMA's nearby Las Cruces office with more than 45 local staff members.***

SMA is an incorporated, New Mexico-based, employee-owned engineering, environmental and surveying consulting firm serving clients throughout New Mexico and the entire Mountain West region. Our project team emphasizes close working relationships and frequent interaction, allowing us to provide the highest quality product tailored to our client's needs while closely managing project costs and timelines.

The SMA Las Cruces office was established in 1995 to serve southern New Mexico. Since then, this office has grown to more than 45 employees, making it one of the largest engineering/ environmental consulting offices in southern New Mexico.

SMA offers comprehensive professional services including planning facilitation, asset management, preliminary and final project design (including any necessary environmental support, surveying, and right-of-way acquisition), regulatory plan reviews, bid administration, permitting, construction administration, construction observation, and support services, including grant administration and funding applications.

SMA has successfully completed similar on-call and standalone civil engineering design work with numerous municipal clients on projects throughout the state, including the City of Las Cruces. Our project team members are well-versed in the requirements of various regulatory agencies anticipated to be involved, including the City of Las Cruces, Doña Ana County, and the different agencies of the State of New Mexico.

SMA will provide all project management; engineering planning, analysis, and design; environmental documentation; expert witness services; and construction observation services in-house. In order to provide the highest quality services and technical diversity to the City of Las Cruces, SMA has enhanced its project team with CobbFendley for Subsurface Utility Engineering (SUE) services, Bath Group, Inc. (Bath) for supplemental computer network analysis, Southwest Engineering, Inc. (SEI) for geotechnical assessments and soil & groundwater testing, DCE Environmental, Inc. (DCE) for supplemental environmental investigation services, and The Response Group (TRG) for Electrical Design and SCADA system design. SMA has regularly teamed with each of these firms on several projects over the past 25+ years to complement each firm's strengths.

Technical Approach for Work to be Performed

While there are no specific projects listed in the City of Las Cruces RFP, SMA understands the City's ongoing needs for infrastructure improvements within each of the listed services by virtue of prior City-assigned projects. SMA has reviewed the RFP, and our project team members have met with City staff to discuss the current and long-term needs of the community. The following information outlines SMA's approach to each project.

While SMA has a successful project completion track record, we strive for continuous improvement. As part of that effort, SMA's project manager prepares a Project Management Plan (PMP) to guide the project execution and control and to document the team's approach to communicating with the client and managing risk. To ensure a solid company performance on the project, weekly operations meetings provide project managers the opportunity to present information to senior staff regarding project performance; scope; client needs; and resource availability. In addition, project managers schedule periodic meetings with each of the task managers to verify that assignments are being completed on schedule. Ultimately, the project manager communicates the progress of the project to the client and stakeholders.

Project Kick-off Meeting
For each new task order, SMA conducts internal kick-off meetings to coordinate and begin work on project-specific processes. The purpose of the kick-off meeting is to define the following:

Project-specific goals	Schedule of client progress reports and design reviews	Major design milestones
Schedule of internal design reviews to meet milestones	Timelines and budgets	Critical path issues that will control the schedule

Coordination and Status Review Meetings
The SMA team believes that regular communication and feedback are critical for success. During the contract period, SMA conducts regular meetings with and provides written updates to the City regarding the progress of the project. Whether formal or informal, SMA reviews the work product, cost estimates and project schedule with the City to ensure that the project goals are being met. Finally, SMA keeps in regular contact with regulatory and funding agencies, as well as contractors and sub-contractors. Working closely with the City to incorporate feedback and ideas enhances the quality of work.

Quality Assurance/Quality Control (QA/QC)
SMA places a high value on producing quality products, which we accomplish by following our QA/QC program that focuses on staff training and management involvement to ensure that all technical, scheduling, and budgetary requirements are met. Each project is initiated with a startup meeting where responsibilities for all staff members involved are clearly defined. During the life of the project, regular progress review meetings are conducted between all project staff to maintain the designated schedule, highlight any changes in scope, and identify and correct any delays or problems. A key value provided by SMA is data and report validation, which we accomplish through independent review of final reports by senior and project level staff other than the author.

2. Qualifications/Competence

SMA has identified a specialized planning and design team that includes several local professional engineers to work with the City. While all of the company resources, including more than 35 New Mexico registered professional engineers statewide, are at the disposal of the City, the table on the following page outlines the primary responsibilities of key members, ***all of whom have provided similar services for municipalities throughout southern New Mexico, including current and past projects for the City of Las Cruces.*** Resumes for primary Senior team members in charge of direct project management follow the table.

Service		SMA Key Personnel or Subconsultant	Location
Computer Network Analysis	Water Wastewater Gas	Robert Storey, P.E. Robert Storey, P.E. Bath *(Subconsultant as needed)*	Las Cruces Las Cruces El Paso, TX
SCADA Design		TRG *(Subconsultant as needed)*	Albuquerque
Water Treatment Process		Marty Howell, P.E. Maggie Sims, P.E.	Las Cruces Albuquerque
Master Planning		Paul Pompeo, P.E. SSW *(Subconsultant as needed)*	Las Cruces Albuquerque
Feasibility Studies		Marty Howell, P.E.	Las Cruces
Land Use Permitting		Mark Sawyer	Denver, CO
Subsurface Utility Exploration		CobbFendley *(Subconsultant as needed)*	El Paso, TX
Boundary/Easement Surveying		Darryl Coster, P.S. Lance Foster, S.I.	Las Cruces Las Cruces

Service	SMA Key Personnel or Subconsultant	Location
NPDES & SWPPP Compliance	Jay Vanlandingham, R.G.	Las Cruces
Electrical Design	TRG *(Subconsultant as needed)*	Albuquerque
Solid Waste Studies; Landfill System Design & Analysis	Scott McKitrick, P.G.	Albuquerque
Environmental Surveys, Assessments, Monitoring, and Management Indoor Air Quality, Asbestos, and Mold	Niki Harings, Ph.D. DCE *(Subconsultant as needed)*	Las Cruces Albuquerque
Geotechnical Assessments; Soil & Groundwater Testing	SEI *(Subconsultant as needed)*	Las Cruces
Expert Witness Services	All Task Leads as applicable	TBD
Project Management	All Task Leads as applicable	TBD
Construction Inspection	Richard Bustos	Las Cruces

Key Personnel - Experience and Expertise

The following bios outline the experience, professional designations, areas of special expertise and areas of competence for each of SMA's key team members. Our Project Manager and primary Task Leads are based in (and residents of) Las Cruces ***and collectively represent well over 100 years of specific engineering experience in Las Cruces.*** For space considerations, this listing only includes Senior level personnel in charge of management for the project services. Additional information on all listed staff, including full resumes, is available on request.

Percent of Time Assigned to the Project: Up to 15%

Marty Howell, P.E. | Senior Engineer / Task Lead – Utility Design

B.S. - Civil/Environmental Engineering
Professional Engineer - New Mexico (#22670), Arizona, Colorado, North Dakota, Texas

Areas of Expertise and Competence
Utility System Planning & Design, Expert Witness, Project Management

Responsibilities and Experience

Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO. His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, ***including recent infrastructure improvements for City of Las Cruces.***

Representative Past Projects

- City of Las Cruces Hacienda Acres Phases 1 & 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- City of Las Cruces WWTF Reinvestment Project Construction Observation Services
- City of Las Cruces Zone 1 Interconnect Phase B Project 2
- City of Las Cruces Missouri Tank Rehabilitation
- City of Carlsbad Engineering On-Call
- Village of Ruidoso Multiple Water, Wastewater, and Roadway Improvements
- Lower Rio Grande PWWA On-Call Engineering and Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2

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Percent of Time Assigned to the Project: Up to 20%

Robert Storey, P.E. | Project Engineer / Task Lead – Computer Network Analysis

B.S. - Civil Engineering (Math Minor)
Professional Engineer - New Mexico (#26569)

Areas of Expertise and Competence
Computer Network Analysis, Project Management, Utility Design

Responsibilities and Experience
As a Project Engineer with SMA, Mr. Storey's duties include utility system modeling, utility network analysis, and the development and review of construction drawings, technical specifications, and Opinion of Probable Construction Cost (OPCC) documentation for site development, water, wastewater, and natural gas infrastructure projects. He also assists in permitting and bid phase services for these projects.

Mr. Storey has worked as a research assistant at New Mexico State University, researching various water treatment methods. ***He has worked as a co-op at the City of Las Cruces Water Resources Department working with the City's water model, developed reports on the well production, water quality, and various other aspects of the City's water operations.*** He has also provided design support for structural, water, wastewater, and gas systems throughout southern New Mexico. Mr. Storey currently or has recently provided planning and design services for numerous utility system improvements projects in southern New Mexico.

Representative Past Projects

- City of Las Cruces Hacienda Acres Phase 2 Sewer System Improvements
- City of Las Cruces Mesa Development Water Improvements
- City of Las Cruces WWTF Reinvestment Project Construction Observation Services
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2
- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Carlsbad Engineering On-Call
- Lower Rio Grande PWWA On-Call Engineering and Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements

Percent of Time Assigned to the Project: Up to 20%

Paul J. Pompeo, P.E. | Principal-in-Charge / Task Lead - Master Planning

B.S. - Civil Engineering
Professional Engineer - New Mexico (#11490)

Areas of Expertise and Competence
Storm Drainage, Utilities, Site Development, Drainage Reports/FEMA Flood Studies, Expert Witness, Project Management

Responsibilities and Experience
Mr. Pompeo has more than 30 years of experience as a Professional Civil Engineer with an emphasis in public works, residential, commercial, and industrial project design and development. His project experience includes total project oversight from the conceptual phases through final construction inspection. Designs have included grading plans, roadway plan & profile design, drainage plans, utility plans, geotechnical investigations, pavement design and project specifications. Following the design phase, Mr. Pompeo oversees the submittal of project documents to jurisdictional governmental agencies and private utility companies for review, approval and permitting.

Representative Past Projects

- City of Las Cruces NASA Road High-Pressure Gas Line
- City of Las Cruces Telshor & Lohman Storm Drain
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails
- Sonoma Ranch Master Plan Communities
- City of Las Cruces Design-Build Parks and Sports Courts Rehabilitation
- City of Las Cruces Design-Build Recreational Trails
- Three Crosses Regional Hospital & MOB Development
- Sierra Norte Master Plan Community

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Percent of Time Assigned to the Project: Up to 20%

Maggie Sims, P.E. | Senior Engineer / Task Lead – Water Treatment Process

M.S. – Civil Engineering; B.S. – Management
Professional Engineer – New Mexico (#25034), Colorado

Areas of Expertise and Competence
Water Treatment Process, Utility System Design, Project Management

Responsibilities and Experience
Ms. Sims is a Senior Engineer at SMA, focusing on water and wastewater projects for municipalities and rural utilities. She has 10 years of experience working on planning, design, and construction projects with experience in evaluating water infrastructure improvements; designing water system improvements including new municipal water supply wells, well transmission waterline, water distribution systems, and treatment systems for drinking water. Ms. Sims has recently provided water and wastewater system engineering planning, design, and construction administration for several New Mexico communities. Ms. Sims experience includes the preparation of PERs, EIDs, and technical memoranda for projects evaluating wastewater treatment plant improvements, effluent reuse, and biosolids disposal; NPDES and NMED GWDP permit renewals; and designing wastewater system improvements, including effluent reuse infrastructure and biosolids drying and disposal solutions.

Representative Past Projects

- Village of Cuba Multiple Water and Wastewater System Improvements
- Agua Sana WUA Arsenic Treatment Project
- Santa Ana Well No. 6 Well House and Arsenic Treatment System
- Cañon MDWCA Water System Improvements
- City of Española Multiple Water and Wastewater System Improvements
- City of Rio Rancho Sports Complex North Sewer Line Improvements
- Green Ridge MDWCA New Well and Reverse Osmosis Water Treatment System

Percent of Time Assigned to the Project: Up to 10%

Darryl Coster, P.S. | Principal Surveyor / Task Lead – Surveying

Professional Surveyor - New Mexico (#21204), Arizona, Colorado

Areas of Expertise and Competence
Boundary/Cadastral and Right-of-Way Surveys and Mapping, Subdivision Platting, American Land Title Association (ALTA) Surveys, Construction Staking, Expert Witness, Project Management

Responsibilities and Experience
Mr. Coster is SMA's Geomatics Technical Sector Director with over 35 years of surveying experience. He provides oversight for all of SMA's geomatics services, and relevant to the City's anticipated projects, he provides crew supervision and scheduling for SMA's southern New Mexico survey crews. Mr. Coster's other duties include performing calculations, plat preparation and surveying in the field on projects that include construction staking, control surveys, topographic surveys, right-of-way surveys, as-built surveys, boundary surveys, and aerial photogrammetric projects. Mr. Coster has provided Senior survey management for projects for a variety of clients throughout the state, including but not limited to ***City of Las Cruces***, Doña Ana County, Town of Mesilla, City of Alamogordo, Village of Ruidoso, Alto Lakes W&SD, Mescalero Apache Tribe, and Otero County.

Representative Past Projects

- City of Las Cruces Hacienda Acres Sewer Improvements Phases 1 & 2
- City of Las Cruces Zone 1 Interconnect Phase B Project 2
- City of Las Cruces Missouri Tank Rehabilitation
- City of Las Cruces NASA Road High-Pressure Gas Line
- Town of Mesilla McDowell Road Wastewater Collection Phases 1 & 2
- Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements
- Garfield MDWC&MSWA Multiple Water System Improvements

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Percent of Time Assigned to the Project: Up to 10%

Scott McKitrick, P.G. | Principal Geoscientist / Task Lead – Solid Waste Studies, Landfill System Design & Analysis

M.S. – Geology; B.S. – Geological Engineering
Professional Geologist – Utah

Areas of Expertise and Competence
Solid Waste Studies, Landfill System Design & Analysis, Expert Witness, Project Management

Responsibilities and Experience
Mr. McKitrick is the Environmental Technical Sector Director at SMA and is a highly experienced Professional Geologist with more than 33 years of experience in geology, hydrogeology, and environmental engineering. His responsibilities include oversight and quality assurance of a wide range of environmental and engineering support projects, as well as water supply and environmental projects throughout New Mexico. Projects have included landfill cell design and construction, cell closure design and construction, permitting of new solid waste facilities, renewal and modification of solid waste operating permits, general regulatory compliance at landfills, investigation and documentation of geology and hydrology at landfill facilities, completion of investigation and design for corrective actions (groundwater remediation) at landfills, financial assurance calculations for annual reports, leachate monitoring and reporting, and solid waste master plans. Mr. McKitrick is currently Senior Manager for the Taos Regional Landfill, City of Roswell Municipal Landfill, and closed Las Vegas Landfill. He provides senior project management, regulatory review and interpretation, permitting assistance, interaction with NMED-SWB staff, and quality assurance/quality control for a variety of solid waste projects.

Representative Past Projects

- Village of Ruidoso Solid Waste Master Plan
- Roswell Municipal Landfill Multiple Solid Waste Services
- Otero-Greentree Regional Landfill and Transfer Station Multiple Projects
- Taos Regional Landfill Multiple Solid Waste Services
- Catron County Multiple Landfill Monitoring and Closures
- City of Deming Multiple Landfill and Solid Waste Services
- City of Tucumcari Multiple Landfill Services
- City of Las Vegas Landfill Multiple Solid Waste Services

Percent of Time Assigned to the Project: Up to 15%

Jay Vanlandingham, R.G. | Senior Geoscientist / Task Lead – NPDES/SWPPP Compliance

M.S. – Geology; B.S. – Geology
Registered Professional Geologist – Arizona

Areas of Expertise and Competence
NPDES & SWPPP Compliance, Expert Witness, Project Management

Responsibilities and Experience
Mr. Vanlandingham is a Senior Manager and geoscientist with more than 30 years of experience managing and implementing a variety of environmental projects in New Mexico and surrounding states, ***including past projects for the City of Las Cruces.*** His experience includes but is not limited to developing Stormwater Pollution Prevention Plans (SWPPP), conducting Phase I ESAs on a variety of commercial and agricultural properties, (e.g. sub-acre industrialized lots to 170,000-acre rural parcels) to managing USEPA Superfund work assignments on behalf of the USEPA. Mr. Vanlandingham is conversant in the requirements of NPDES, FEMA, CWA, and USACE.

Representative Past Projects

- City of Las Cruces Multiple Phase I & II ESAs
- NMSU Spill Response and Soil Sampling for Multiple Sites
- Grant County North Hurley WWTP Discharge Permit Groundwater Sampling
- Doña Ana County Environmental On-Call Services
- EBID Three Saints Release Oversight
- Hidalgo County Landfill Monitoring
- El Paso Electric Dyer Substation Expansion ESA
- El Paso County Staff Environmental Spill Training

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Percent of Time Assigned to the Project: Up to 20%

Niki Harings, Ph.D. | Senior Environmental Scientist / Task Lead – Environmental Investigation

Ph.D. – Biology; M.S. – Biology; B.S. – Biology

Areas of Expertise and Competence
Environmental Investigation, Expert Witness, Project Management

Responsibilities and Experience
Dr. Harings is a Senior Environmental Scientist with 21 years of experience - 13 directly with SMA producing NEPA documents for a variety of agencies, including Federal, State, local, and tribal clients. She has managed and or participated in NEPA projects including solar farms, institutional facilities, dams and other water retention structures, linear transmission facilities, roadways, and conveyance channel projects. Dr. Harings has completed CatExs and EAs for both new and old construction. Dr. Harings will use her extensive NEPA experience in the development of any environmental services that may be required for the City's projects, ensuring all data collected is complete, concise, and correct, meeting the objective of providing sufficient information for environmental assessments to meet regulatory compliance and funding requirements.

Representative Past Projects

- Doña Ana County Flood Commission La Union Cultural Resources Evaluation
- NM General Services Department Behavioral Health Institute Environmental Assessment
- NM General Services Department Small Homes Environmental Assessment
- Dove Creek Raw Water Reservoir Improvements Environmental Investigations
- Enchanted Forest MDWCA Water System Improvements Environmental Investigations
- Chippeway Park WA Water System Improvements Environmental Investigations
- Spaceport America Biological Report
- Mescalero Apache Tribe – Multiple Environmental Investigations

Percent of Time Assigned to the Project: Up to 15%

Richard Bustos | Senior Resident Project Representative / Task Lead – Construction Inspection

A.S. - Water Technology

Areas of Expertise and Competence
Construction Administration, Construction Inspection, Project Management

Responsibilities and Experience
Mr. Bustos brings 30 years of experience in stormwater, water, wastewater, and roadway infrastructure projects. He is experienced in utility, drainage, subdivision, roadway, construction administration, project management, and development review. Prior to joining SMA, ***Mr. Bustos was the Senior Inspector for the Public Works Department of the City of Las Cruces.*** His area of specialty is the inspection of utility construction projects, during which he monitors for potential installation deficiencies, makes recommendations for cost savings to projects, and ensures proper submission of pay applications to maintain progress on each project.

Representative Past Projects

- Mescalero Apache Tribe Gallerito Water System Construction
- Village of Ruidoso Multiple Water, Sewer, and Roadway Improvements
- Doña Ana County Dragonfly Diversion Channel
- Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements
- Garfield MDWC & MSWA Multiple Water System Improvements

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Percent of Time Assigned to the Project: Up to 10%

Mark Sawyer | Senior Manager / Task Lead – Land Use Permitting

B.A. – Geography, Planning, and Water Resources

Areas of Expertise and Competence
Land Use Permitting, Project Management

Responsibilities and Experience
Mr. Sawyer is a land use and environmental planner with more than 30 years working experience in environmental planning and permitting, entitlements, municipal government management, transportation, land use, economic development, and finance. He has led environmental and NEPA efforts, land use and transportation plans, public policy development, land use analysis, traffic forecasting and modeling, analysis of transportation systems, public involvement programs, agency coordination efforts, and written various technical environmental, regulatory, and planning documents. Mr. Sawyer's ability to bring together divergent views through creative facilitation techniques has earned him awards from the Environmental Protection Agency, Colorado Department of Health, and Denver Regional Council of Governments.

Representative Past Projects

- El Paso County, CO Land Development Code Updates
- El Paso County, CO Zoning and Subdivision Regulations Updates
- City of Loveland, CO On-Call Development Review Services
- Park County, WY Unified Development Code
- City of Laramie, WY Zoning Ordinance Updates
- Adams County, CO Development Code Updates
- Adams County, CO Engineering Standards and Construction Specifications Updates

3. Performance of the Firm

Similar Past Contracts

The nature of on-call contracts presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks. To adequately meet the needs of the City of Las Cruces, a consultant must be responsive and have resources available at any time. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- Single point of contact for the client with a thorough understanding of task requirements
- Familiarity with the project area(s)
- Multi-discipline capabilities
- Qualified engineers and technicians
- Availability of staff
- In-place quality assurance/quality control measures programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Experience with on-call service contracts

Specific project tasks associated with current on-call contracts with other municipalities, counties and state agencies include asset management plans, comprehensive plans, feasibility studies, roadway design, utility design & coordination, right-of-way maps, historical/cultural/biological reports, solid waste design and monitoring, sidewalk/bicycle path design, landscape design coordination, structural design, parking lot and driveway design and public information meetings, as well as surveying and stormwater drainage analysis and design.

The following is a small sampling of clients for whom SMA currently or has recently performed comparable on-call, multiple project engineering services:

- ***City of Las Cruces, NM***
- City of Deming
- Town of Mesilla
- Village of Corona
- City of Bloomfield
- City of Aztec,
- City of Farmington
- City of Artesia
- City of Sunland Park
- Grant County
- Doña Ana County
- Otero County
- San Juan County
- Sandoval County
- Pueblo of Isleta
- El Paso Electric Company
- New Mexico Department of Transportation

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In addition to on-call engineering contracts, SMA has recently provided and/or is currently providing services similar to those described in the City's RFP through stand-alone contracts with a variety of New Mexico clients. Further projects are listed in Section 5 of this proposal.

Subcontractors

CobbFendley | Subsurface Utility Exploration

CobbFendley is a privately held consulting engineering firm providing civil engineering, SUE, and survey services since 1980. They currently operate a fully-staffed, local El Paso office established in 2015. CobbFendley's El Paso office has served a variety of local public clients, including but not limited to City of El Paso, El Paso County, El Paso Water, and El Paso Electric. CobbFendley will identify existing utility infrastructure by following the American Society of Civil Engineers (ASCE) standard 38-02 that associates certain Quality Levels to depicted utilities. Initially beginning with record collection activities and field reconnaissance to identify above ground utility features, CobbFendley will prepare a comprehensive utility map along any proposed project areas. Their team has completed numerous other projects in and around Las Cruces, which will prove instrumental in records research for the City's anticipated projects.

The Response Group (TRG) | Electrical Design and SCADA System Design

TRG was established in 1997 and has a long-established presence in New Mexico as an electrical and mechanical engineering company, having completed numerous similar infrastructure projects in the region. Their success with municipalities and rural utilities throughout the state has resulted in numerous repeat clients that depend upon TRG's responsiveness, cooperation, partnering, and customer satisfaction.

SMA has worked with TRG on numerous infrastructure projects similar to those anticipated for the City and have developed a synergistic relationship to successfully complete each project. Recent utility infrastructure project clients for whom SMA has teamed with TRG have included Village of Ruidoso, Hondo PSD, and City of Carlsbad.

Southwest Engineering, Inc. (SEI) | Geotechnical Assessments, Soil & Groundwater Testing

SMA has worked with SEI for over 25 years. During this time, SEI has provided SMA with construction materials testing, geotechnical drilling, and environmental drilling services. Started in 1972, SEI has 6 full time employees and operates out of an 8,000+ square foot, fully equipped engineering facility. Staff includes one registered New Mexico Professional Engineer, one senior National Institute for Certification in Engineering Technologies (NICET) technician, and two others in various levels of NICET/TCPP certifications are on staff, full-time. With more than 45 years of professional geotechnical experience SEI has the ability to meet project related needs in a timely, efficient, and professional manner.

All services to be performed as part of this proposal will be done so in accordance with the specifications and guidelines of the American Society for Testing Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and any other test methods directed by the City. More specifically, SEI will perform all testing as outlined by ASTM Specifications D-420 and D-3740.

Bath Group, Inc. (Bath) | Supplemental Computer Network Analysis

Bath is a professional engineering firm with offices in several states. It provides engineering, commissioning, and process safety management services through its three divisions, Bath Engineering Corporation, Bath Commissioning Corporation, and Bath PSM. The firm was founded in 1957 and has grown to more than 50 employees with over 1,000 years of combined construction experience. The staff is very stable, with many employees having served the firm throughout their careers.

Bath takes pride in its dedication to sustainable design, having worked on dozens of buildings registered for LEED certification. Bath provides services to a wide range of clients including state and federal government, military, healthcare, higher education, municipal, and private commercial and industrial clients.

D.C. Environmental, Inc. (DCE) | Environmental

DCE was founded by Karen Dremann and David Charlesworth, whose 28-year career in the Southwest has been based on the principles of sound industrial hygiene and adult education. DCE is founded on the belief of scientific practice to recognize, evaluate, and control environmental hazards.

Their project involvement regarding environmental surveys and assessment includes interactive inspections and investigations, quality control and input from laboratories or design professionals, and cost-effective approach to remediation strategies. Mr. Charlesworth has performed a major part of his career overseeing hazardous materials remediation activities, air quality assessments and asbestos abatement.

Locations Where Work Will be Performed

With no specific projects established, fully accurate percentages of work to be performed are difficult to assess. The following percentages indicate our estimate for the percentage of work to be performed by SMA and our subcontractors by location.

SMA
Las Cruces - 86%
Albuquerque - 2%
Denver - 2%

Bath
El Paso - 2%

CobbFendley
El Paso - 2%

SEI
Las Cruces - 2%

TRG
Albuquerque - 2%

DCE
Albuquerque - 2%

4. Management Structure and Approach to Project

Principal Officer Responsible for Administration of the Contract

Paul J. Pompeo, P.E. (NM PE #11490)
Vice President / General Civil Technical Sector Director / Principal Engineer
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.449.2836

Professional Engineer Responsible for and in Direct Charge of the Work

Marty Howell, P.E. (NM PE #22670)
Senior Engineer / Corporate Sustainability Advisor
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.449.3213

Management Structure

Of the staff presented in Section 3, seven of our 10 task leads are based in (and residents of) Las Cruces and ***collectively represent well over 200 years of specific engineering experience in Las Cruces.*** Likewise, seven of the task leads each have more than 30 years of professional experience, and all task leads have more than 10 years of experience as a project manager and team leader; this represents a level of both professional experience and management acumen that is well beyond that of any firm with an office in Las Cruces.

More specifically, ***Mr. Pompeo has provided the requested services on projects in Las Cruces for more than 30 years.*** He has led teams for a variety of projects throughout New Mexico and surrounding states with constructed values exceeding several million dollars. Mr. Pompeo, as the Principal-in-Charge and Project Manager to the City, has an unparalleled local knowledge for site development and was the principal engineer and owner of Las Cruces-based Southwest Engineering for over a decade. Mr. Howell, as a Task Lead, has provided water resource project management throughout Doña Ana County ***(including projects directy for the City)*** as well as New Mexico and surrounding states, using a diverse team of professionals that he has mentored throughout a career extending more than 30 years.

Project Time Schedule

As the City has not identified any specific projects at this time, SMA cannot establish definitive schedules and rather can only subjectively discuss scheduling practice. As each project is determined, SMA will work closely with City staff to determine a practicable schedule that allows adequate time for data collection, design development, reviews (typically 30%, 60% and 90%), and final production.

SMA also understands that the timeline frequently is also dependent on constraints such as fiscal year budgeting and funding sources. The diverse nature of services in this RFP scope means that the corresponding timeline for delivery is also highly varied; Phase I ESAs may take only 10-15 business days to complete, while more complex services such as drainage studies may take more than one year to complete. Ultimately, all assigned tasks are entered into SMA's financial management software, allowing for tracking of anticipate completion dates by subtask and presenting all project participants with visual indicators of progress versus budget. Although some projects are delayed by circumstances outside of the control of SMA (e.g. agency review, weather, utility locates), we strive to maintain initial project schedules, including work beyond regular hours.

Operational/Management Approach

SMA's approach to the management of each project was previously outlined in Section 1. SMA is presently organized into five business lines (or disciplines): General Engineering, Environmental, Surveying, Water Resources, and Transportation, which have several sub-disciplines, such as stormwater management, solid waste, intelligent transportation, planning, and sUAV surveys. Each subdiscipline includes one or more subject matter experts and a tailored QA/QC path based on overall objectives. All of the corporate support notwithstanding, SMA projects are all managed through local project managers who have direct contact with their clients. Each local project manager is typically backed by another project level employee, who is also local, providing secondary contact and flexibility in meeting with City staff.

Major Tasks to be Accomplished

SMA understands that this on-call contract will include projects of various sizes and types throughout the City. The first stage of any project is scoping, which may simply include information provided by the City in email or a more involved on-site pre-project meeting. The next stage will develop the workplan, which will include scope, fee, and timeline specifics for City-outlined tasks. Depending on the project scale, interim meetings may be held with City staff to discuss progress, changes in conditions, and any items that might alter the timeline for delivery.

As noted earlier, the size of the design project will dictate the number of review plans before the final plan set. These design packages may also include specification packages utilizing standard details provided by the City, or those developed by SMA in working with communities throughout the southwest. For planning phase projects, various staged deliverables may be submitted, while for investigative tasks typically only a final report is produced. Deliverables for resident project representative, by contrast, may range from daily written reports to summaries coordinated with contractor payment schedules.

During the course of all projects, billing is typically completed either on a monthly (for time and materials or percentage complete tasks) or a deliverable basis. Time and materials invoices will include a breakdown of all charges accumulated during the billing period. At the completion of each project, SMA will offer the opportunity for feedback from the City to identify areas of improvement, if any, for subsequent assignments.

Statement of Services

Services associated with projects under this on-call contract as outlined in the RFP may include, but are not limited to the following:

Water, Wastewater, and Natural Gas System Design and Analysis

SMA has been involved in pipeline-based infrastructure system improvements projects (including water, wastewater, and natural gas) for more than 30 years, and has performed work for municipalities, private clients and other public entities that covered a full range of services. SMA engineers have completed many NMED and United States Department of Agriculture (USDA) formatted preliminary PERs and associated EIDs, several of these with time limited completion schedules. Our staff will utilize GASWorkS, InfoWater, and InfoSewer software to complete each project for the City.

SMA assists many public and private entities in securing and maintaining reliable sources of high-quality drinking water and in the proper disposal of liquid wastes. Many of these projects need to be phased to reduce the financial burden associated with the improvements.

The initial phase includes a site investigation, resulting in a preliminary engineering report of the water or wastewater system. This report contains specific information regarding the age of the existing system, the adequacy of the equipment, the required system capacities, and any ancillary data such as possible inflow/infiltration sources (for wastewater projects) or wellhead protection programs (for water projects). An estimated project cost is then developed, and possible funding sources are identified.

Computer Network Analysis
SMA's project team, along with Bath, will provide computer network analysis for the City's infrastructure systems, including but not limited to water, wastewater, and gas. Our team has considerable experience with a variety of systems and components, including I&C and SCADA systems. All work will be completed using GASWorkS, InfoWater, and InfoSewer to adhere to the City's systems.

Master Planning
SMA has experience in providing master planning reports for infrastructure, transportation and traffic, community facilities, and present and future land use for a variety of municipal and utility clients. SMA develops many types of infrastructure master planning documents, including but not limited to:

- Comprehensive Plans
- Asset Management Plans
- Utility Master Plans
- Preliminary Engineering Reports
- Water Conservation Plans
- 40-Year Water Plans
- Feasibility Studies
- Drainage Master Plans
- Sustainability Plans
- Capital Improvement Plans

Master planning will begin by reviewing existing documents and typically includes identifying feasible areas for development, producing layouts of residential and non-residential tracts for future development, planned and necessary future infrastructure improvements, and the capacity and deficiencies of the existing infrastructure.

Our teaming partner, SSW, has extensive experience with master planning projects throughout the state and will provide additional planning assistance as necessary, should a project require further services. SMA has worked with SSW on numerous successful planning projects throughout the state over the past two decades.

Feasibility Studies
SMA has completed a wide variety of feasibility studies for clients that have analyzed a wide variety of topics. Specific examples include:

- Implementation of a solar photovoltaic power system to off-set wastewater treatment plant energy costs
- Fluoride groundwater treatment technology options
- Repurposing of existing irrigation wells for use for a new water system
- Expansion of an existing water system to an unserved area

Solid Waste Studies and Landfill System Design & Analysis
SMA assists with solid waste regulatory compliance issues, including site selection, fatal flaw analysis, and development of site closure and post-closure care plans for municipal and private landfills. SMA also provides design and permitting of new landfills and solid waste collection centers, remediation of contaminated sites, and design of recycling centers. Many of these activities require field investigations to characterize the hydrogeologic setting, including existing cover material, methane generation, and the potential for groundwater contamination. This information is then used to develop monitoring requirements, revegetation requirements, operational design, cell design, and storm water collection design.

Land Use Permitting
SMA collaborates with local community land use planning staff to acquire permits and develop land use plans which will guide the future actions of the community. When developing land use documentation for permitting to adhere to applicable regulatory requirements, our staff takes into account economic development, housing planning, facilities planning, utilities and infrastructure planning, land withdrawal, zoning, and eminent domain.

Surveying (Geomatics)
SMA has field crews and equipment resources to complete any surveying that may be required to complete the City's projects associated with this on-call contract. Surveying projects have included easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA surveys; photogrammetric mapping; route surveying for electrical lines; construction surveys; aerial drone and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS). Additionally, SMA utilizes multiple small unmanned aerial vehicles (sUAV aka "drone") with high-pixel cameras for site specific mapping applications.

National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) Compliance
SMA is well-versed in the development of NPDES-related documentation for discharge plan preparation and compliance, including construction documents, Temporary Erosion and Sediment Control Plans, and Sediment Management Plans. Our staff provides NPDES compliance and permitting for wastewater treatment plants, pretreatment facilities, and other sites as related to the U.S. Clean Water Act. Examples of waste discharges that require an NPDES permit include dredged soil, solid, and chemical wastes; incinerator residue, garbage, sewage, and sewage sludge; munitions, biological, and radioactive materials; heat; wrecked or discarded equipment; rock and sand; and industrial, municipal, and agricultural waste.

SMA provides SWPPP and compliance services, and state mandated Sediment Control Plans, including the development of best management practices. SMA's drainage analysis and design experience includes civil site design, watershed hydrology and yield studies, hydraulic analysis of natural and man-made water courses, GIS mapping and analysis, hydraulic structure design, and structural engineering. SMA has several staff with training and background in desert stormwater management and floodplain evaluation.

Geotechnical Assessments / Soil & Groundwater Testing
SMA provides both geotechnical and environmental soil and groundwater investigations. SMA can provide geotechnical and foundation analysis and design. SMA team members have completed numerous geotechnical investigations throughout the region over the past 29+ years, both as stand-alone projects and in conjunction with a variety of infrastructure improvements. Our teaming partner, SEI will provide any necessary drilling services and testing associated with geotechnical services for the City's projects.

Environmental Surveys, Assessments, Monitoring, and Management
SMA provides ASTM Standard Phase I ESAs and ASTM Standard Transaction Screens to help clients assess environmental liability associated with a property. Phase II investigations are also conducted as required. Under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, liability for site cleanup as a result of a release of hazardous substances into the environment is assigned to the responsible party or landowner. To reduce the risk of such liability, a landowner, a potential landowner, or a loaning agency may choose to complete an environmental assessment to determine if a property has been contaminated.

Monitoring and Managing Indoor Air Quality and Asbestos Investigations and Removal
SMA provides indoor air quality and asbestos monitoring and management services with the assistance of our subconsultant, DCE to provide comprehensive indoor air quality and industrial hygiene consulting services. SMA regularly samples indoor air quality and building materials that may affect indoor air quality (e.g. roofing, floor tile, acoustical tile, etc.) including asbestos lead and mold. SMA's hazardous materials management includes identifying and controlling on-site and on-the-job health hazards. We provide qualified personnel to test for the presence of such hazards, evaluate existing hazards, and design strategy by which these can be controlled or eliminated, implementing strategies to ensure OSHA compliance. DCE's Certified Industrial Hygienists (CIH) can provide human health risk assessments to include planning, hazard identification, dose-response, and exposure assessments, as well as risk characterization.

Subsurface Utility Exploration (SUE)
SMA's subconsultant, CobbFendley will provide any SUE services necessary to complete the City's projects to fulfill requirements of ASCE standards. These services may include simple data collection of visible features using GPS or similar authoritative data collection, additional electronic location techniques, or specialized equipment such as air knife physical excavation of discrete areas.

Expert Witness Services
SMA has experience providing professional witness and deposition services in judicial and quasi-judicial settings for clients throughout the region for projects such as water rights, stormwater management and environmental contamination. Depending on the specific discipline, SMA can provide several local resources for a variety of engineering and environmental project types. In cases requiring substantial resources, SMA can extend into the full depth of staff and provide multiple experts in most specific areas of support required by our clients.

Project Management
SMA staff includes several members that hold PMP certifications, an industry-recognized standard of education and testing for project management. Many additional staff have attended specific classes in project management with various professional organizations such as the PSMJ and the Zweig Group, and internal training on aspects of project management (record keeping, financial management, invoicing, etc.) approximately every other month.

Construction Inspection
SMA has over 30 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently. Depending on active workloads at the time a project commences, SMA's primary Resident Project Representative for the City's projects will be Mr. Richard Bustos, who has provided construction observation services for numerous projects throughout the City.

SMA provides support services from the pre-construction meeting through the final walk-through. As required for each project and the project funding agency, SMA's observation personnel are OSHA safety trained and PPE equipped. Our construction observation staff prepares detailed daily reports that are available to the project engineer and client. SMA's project engineer monitors progress pay applications, information requests and issues review and approval of all project submittals. Upon project completion, SMA provides funding agency closeout documents, operation and maintenance manuals (if required), reconciliation of funding and construction payments, and engineering completion certifications.

5. Performance with Previous Clients

The following project descriptions provide a sampling of SMA's recent project experience similar to the scope of work described in the City's RFP.

City of Carlsbad Multiple Water & Wastewater Improvements, Carlsbad, NM

Contact: Mr. Ivan M. Abell, Director of Utilities; 575.885.6313; imabell@cityofcarlsbadnm.com

SMA has worked with the City of Carlsbad on multiple infrastructure improvement projects since 2011. These projects have encompassed all of SMA's technical service areas, providing ongoing, collaborative project development to successfully complete our client's important community projects. These projects have included but are not limited to the following:

- Old Cavern Area Waterline and Sewer Line Improvements
- Orchard Lane Sewer Improvements
- Arrowstone Sanitary Sewer and Lift Station
- Cherry Lane Sewer Line Design
- City Water System Hydraulic Model Calibration and Update
- Capitan and Ogallala Water Blending Study
- East Greene Street Water Line
- Blodgett Street Water Line Canal Crossing
- Hidalgo Road Waterline Replacement
- Water Line Isolation Valves (Insert-a-Valves)

- Water System Risk & Resilience Assessment
- Wastewater Plant UV Treatment System
- Airport PRV
- Reservoir 2 Transmission Line
- Sheep Draw Well Field 5MG Reservoir #5
- Double Eagle Well Field Water Line
- West Rose Street Waterline Interconnect

Village of Ruidoso Multiple Water, Sewer, and Roadway Improvements, Ruidoso, NM

Contact: Mr. Randy Koehn, Water Production Manager; 575.257.5525; randykoehn@ruidoso-nm.gov

SMA has worked extensively with the Village over the past several years on a variety of infrastructure improvements projects. These projects have included:

- Town and Country Water, Sewer, and Roadway Improvements
- Pinecliff Water, Sewer, and Roadway Improvements
- High Loop Water System Improvements
- Tank Rehabilitation Projects
- Water System Master Plan
- Solid Waste Master Plan
- Combined Enterprise Utility Master Plan and Rate Analysis Coordination
- Raw Water Cost Analysis
- WWTP Solar Project
- WWTP Fine Screen Replacement
- Renewable Energy Feasibility Assessment
- Alto Waterline Geotechnical Investigation
- Alto Diversion Project
- Alto Reservoir Improvements
- Sudderth Retention Wall Structural Evaluation
- Roadway Certifications

SMA has provided comprehensive services on the projects noted above, including but not limited to planning, engineering design, funding assistance, surveying, environmental documentation, public involvement activities, bid phase services, and construction phase services.

Lower Rio Grande PWWA Multiple Water & Wastewater System Improvements, Doña Ana County, NM

Contact: Ms. Karen Nichols, Project Manager; 575.233.5742; karen.nichols@lrgauthority.org

SMA has worked with Lower Rio Grande Public Water Works Authority (PWWA) on projects since 2013, and we have successfully completed projects with its member systems as far back as 2003. The work has included funding acquisition assistance, planning, preliminary and final design, permitting, surveying, environmental documentation, bid phase services, and construction observation services. Recent projects include:

- Brazito Water System Improvements
- Vado Water System Improvements
- High Valley Water System Improvements
- Stern Drive Waterline Extension
- Valle Del Rio System, Multiple Projects
- New NM-478 Service Connections

Additional Relevant Projects

- City of Las Cruces Hacienda Acres/Homestead Acres Estates Sewer Improvements Phases I & II, Las Cruces, NM
- City of Las Cruces Missouri Water Storage Tank Rehabilitation, Las Cruces, NM
- Doña Ana County Wastewater System Rehabilitation, Doña Ana County, NM
- Town of Mesilla McDowell Road Wastewater Improvements Phases I & II, Mesilla, NM
- Cedar Creek MDWCA Water System Improvements Project, Ruidoso, NM
- Alto Lakes W&SD Water and Wastewater System Improvements, Alto, NM
- Garfield MDWC & MSWA Multiple Water System Improvements, Garfield, NM
- Chippeway Park WA Water System Improvements, Cloudcroft, NM
- Mescalero Apache Tribe Whitetail Waterline Replacement Project, Mescalero, NM
- Mescalero Apache Tribe Gallerito Water Project, Mescalero, NM
- La Luz MDWCA & MSWA Water System Improvements, La Luz, NM

ATTACHMENTS

RFP Compliance Declaration
New Mexico Resident Business Certificate
City of Las Cruces Business Certificate
Certificate of Liability Insurance

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Miller Engineers, Inc. d/b/a Souder, Miller & Associates

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Authorized Signature

Paul J. Pompeo, P.E.
Typed or Printed Name

Vice President / General Civil Technical Sector Director
Title

paul.pompeo@soudermiller.com
Email Address

Telephone number 575.449.2836 Fax number 575.647.0680

NM Tax & Revenue Dept. CRS # 02-040132-00-9

Current NM Secretary of State Business ID # L1069169264 (corporations only)

Current CLC Business Registration # 17706-23 (respondents located in Las Cruces only)

Federal I.D. number 85-0336964 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 11

Type	Number
Business Registration License - PROFESSIONAL SERVICE	17706-23
	Issue Date
	02/06/2024
	Expires
	11/28/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Souder Miller & Associates

3500 SEDONA HILLS Pkwy
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

SOUDMIL-01 PINJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2023

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).

PRODUCER Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	CONTACT NAME: Jenifer Pinckley PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jpinckley@mianm.com
INSURED Souder, Miller & Associates Miller Engineers, Inc. 5454 Venice Avenue NE, Suite D Albuquerque, NM 87113	INSURER A : National Fire Insurance Of Hartford — NAIC # 20478 INSURER B : Continental Insurance Company — 35289 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Crum & Forster Specialty Insurance Company — 44520 INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6076497447	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6076497464	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			6076497450	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6076497478	11/1/2023	11/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			PKC-114721	11/1/2023	11/1/2024	Per Occ/Agg	3,000,000
D	Professional Liab			PKC-114721	11/1/2023	11/1/2024	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

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

Bri M. Merrin

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3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

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ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Miller Engineers, Inc. dba Souder, Miller & Associates (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "L"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this_____day of _____ ,2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Stantec Consulting Services, Inc., of 370 Interlocken Blvd, Ste 100, Broomfield, CO, 80021, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment “A”) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Stantec Consulting Services, Inc. 370 Interlocken Blvd, Ste 100 Broomfield, CO 80021 ATTENTION: Gabby Contreras Apodaca

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

STANTEC CONSULTING SERVICES, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Stantec Consulting Services Inc.

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 282
2	Project Engineer/Project Manager	$ 248
3	Senior Engineer	$ 248
4	Design Engineer	$ 220
5	Engineer Intern	$ 175
6	Engineering Technician	$ 175
7	Drafting Technician	$ 163
8	Survey Crew**	$ 193 - 2-Man Field Party 252 - 3-Man Field Party 354 - 4-Man Field Party
9	Construction Inspector/Observer	$ 163
10	Administrative/Clerical	$ 157
11	Field Testing and Investigations	$ Case by Case Basis
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ .06
16	Color Copies (per copy)	$ .19
17	Prints 24x36 (per sheet)	$ 2.43
18	Mylars 24x36 (per sheet)	$ 3.01
19	Photo Quality Plots (per plot)	$ 5.84
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

REQUEST FOR PROPOSAL–RFP NO: 23-24-052

Utilities Engineering Services

Technical Proposal

SUBMITTED TO: CITY OF LAS CRUCES

SUBMITTED BY: STANTEC CONSULTING SERVICES INC.

SUBMITTAL DATE: FEBRUARY 27, 2024

Agenda Item #7.2.

INDEX/TABLE OF CONTENTS

Index/Table of Contents i

RFP Compliance Declaration ii

Transmittal Letter v

Technical Approach 1

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES 1

B. MAJOR TASKS AND
C. DETAILED STATEMENT OF SERVICES UNDER EACH TASK 3

D. TYPICAL PROJECT SCHEDULE/TIMELINE 6

Qualifications/Competence 8

A. PROJECT TEAM 8

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS 13

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK 13

D. NEW MEXICO REGISTRATION 13

Performance of Firm 14

RFP Compliance Declaration

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 and 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

3831 E Lohman Avenue, Suite 200

Las Cruces, NM 88011-8447

Authorized Signature

Patricia Bolliger

Typed or Printed Name

Principal-in-Charge

Title

patricia.bolliger@stantec.com

Email Address

Telephone number (575) 524-2007 Fax number N/A

NM Tax & Revenue Dept. CRS # L0794536048

Current NM Secretary of State Business ID # 4237467 (corporations only)

Current CLC Business Registration # 17418-23 (respondents located in Las Cruces only)

Federal I.D. number 11-2167170 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **STANTEC CONSULTING SERVICES, INC.**

DBA: **STANTEC CONSULTING SERVICES, INC.**
6100 SEAGULL ST NE STE 102B
ALBUQUERQUE, NM 87109-2500

Expires: **31-Oct-2025**

Certificate Number:

L0794536048

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 8

Type
Business Registration License - PROFESSIONAL SERVICE

Number
17418-23

Issue Date
08/29/2023

Expires
8/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Stantec Consulting Services, Inc.

3831 E LOHMAN Ave
STE 200
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Transmittal Letter

RFP No: 23-24-052
Utilities
Engineering Services

City of Las Cruces
700 N. Main
Las Cruces, NM 88001

Stantec Consulting Services Inc.
3831 E Lohman Avenue, Suite 200
Las Cruces, NM 88011-8447

Stantec is appropriately licensed in accordance with the laws of the State of New Mexico through the New Mexico Regulation and Licensing Department to provide engineering services in New Mexico. The principal-in-charge will be Patricia Bolliger, NMPE #22758.

Dear Members of the Selection Committee,

Our local Las Cruces employees are pleased to provide this proposal to the City of Las Cruces (City) for on-call utilities engineering services. We have experienced the challenges that the City has experienced from rapid growth due to being an affordable retirement destination as well as a college town.

Local Experience. We are focused on the success of our City and truly hope we will become a trusted partner with you. We have been in New Mexico for more than 45 years and Las Cruces for 27 years. This is our city in which we live and have developed a strong team of that has collaborated and worked with federal, state, and local agencies. They've designed transportation facilities, storm drain systems, utility infrastructure, site development, and airport facilties; conducted subsurface utility exploration, civil engineering related investigations and studies, construction contract administration, land surveying; and prepare drainage reports. Additionally, we can provide expert witnesses, design and construction project managers, and construction inspectors.

The Stantec Difference. As a company of more than 28,000 employees, you will also have access to some of the best civil engineers, construction managers, grant writers, planners, utility coordinators, quality assurance, and constructability reviewers. We are defined by more than our services. We care about the City's current and future infrastructure needs because this is our City. Our experience, as well as our understanding of processes and requirements, emphasizes our innovative spirit and our dedicated pursuit of not only what is current, but also what is best. With long-term commitment to the people and places we serve, our local presences allows Stantec to connect on a personal level and advance the quality of life in Las Cruces.

If selected, we will use the Las Cruces Comprehensive Plan, "Elevate Las Cruces" as well as resolutions and staff input to help us support you.

Thank you for your consideration. Gene Paulk will be your primary contact and is available if you have questions or need more information.

Sincerely,

Stantec Consulting Services Inc.

Patricia Bolliger
Principal-in-Charge
575-587-3745
patricia.bolliger@stantec.com

EVALUATION CRITERIA NO. 1

Technical Approach

A. PROFESSIONAL, TECHNICAL, AND CUSTOMARY SERVICES

We will provide a client service manager, **Gene Paulk**, as the primary point of contact. He will be in frequent contact with you to make sure that our project teams are being responsive and providing services in a way that is meeting the City's needs and expectations.

Our principal-in-charge (PIC), **Patricia Bolliger**, will have the authority to make contractual and other decisions on behalf of Stantec. She will be involved upfront in the development and approval of task orders and will remain engaged in each project.

Depending on the type of project, a project manager and a project engineer will be assigned to each project. We believe that clear and effective communication with the City is critical for project success. We will conduct bi-weekly or monthly project meetings with the City, and others as needed, to discuss status, concerns, upcoming critical milestones, and other project issues.

Typical Project Delivery Approach

SCOPING AND SETUP PHASE

Request for Proposal: Based on the RFP, we understand that you will provide us with a detailed project assignment description, including the scope of work and any other special instructions needed. Such information will flow from the City to Gene, who will work with Patricia to assign a project manager based on the scope of work.

Proposal Preparation and Authorization: The project manager will develop a fee proposal with a breakdown of tasks, project team members, hours to complete each task at the applicable hourly rate, and a detailed project schedule for the City for consideration and negotiation.

Kickoff Meeting: Upon receipt of a notice to proceed from the City, we will schedule and conduct a kickoff meeting to be attended by the City, subconsultants, and Stantec team members to ensure the entire team starts with the same goals in mind. We will review the project scope and approach, available funds, schedule, expectations and requirements, roles and responsibilities, plan for deliverables, and documentation requirements. We often propose conducting the kickoff meeting at the project site or a site visit following the meeting.

PLANNING PHASE

Our creative and collaborative approach to planning heads off most problems from the start. It provides early warnings for course correction on the rest of the project. We frequently prepare Preliminary Engineering Reports (PERs) for communities as most funding agencies either require one or the PER gives clients a better chance of obtaining funding. We also prepare master plans, feasibility studies, asset management plans, comprehensive plans, 40-year water plans, conservation plans, and utility rate studies for our clients, depending on their needs.

We typically identify various alternatives during this stage, perform analyses using the appropriate computer modeling software, and work with the client to select one alternative based on monetary and non-monetary factors. We identify the project's geotechnical, surveying (boundary, topographic, horizontal utilities, sub-surface utilities), and permitting needs and plan for constructability, hydrology and hydraulics, utility conflict resolution, operations and maintenance, schedule, and cost. Planning workshops are often held to establish project requirements, build upon previous discussions, gather stakeholder input and City user preferences, discuss identified issues, fill data gaps, review concept models, and cost analyses.

DESIGN PHASE

The number of design milestones can differ depending on the project scope or the client's request. However, we typically anticipate the milestones following a 30%, 60%, 90%, and 100% approach. For larger or more complex projects, we often prepare a Basis of Design Report (BODR) describing the technical approach for the project. The BODR represents the City's vision for the

project and documents the major design criteria, assumptions, and the applicable design standards to adhere to. It is used as a reference for the design team, City, and stakeholders to evaluate the design quality and performance. The BODR will be updated to reflect changes in, or fine-tuning of, design and will be submitted to the City at each design milestone. Depending on the project, we may also submit to the City an updated construction cost estimate, schedule, risk management log, and decision log at each design milestone.

Preliminary (30%) Design: The first design milestone is typically Preliminary, corresponding to a 30% design completion. During this period, we often collect survey (boundary, topographic, horizontal utility) data and prepare environmental studies, 30% plans, and a list of technical specifications anticipated for the project. We will update the hydrologic and/or hydraulic analyses, construction cost estimate, permitting requirements, construction sequencing, schedule, and risk. A primary goal of the preliminary design is to determine the project layout or alignment to advance the design properly by starting with a conceptual layout or alignment and analyzing it for various parameters, such as topography, utilities, hydrology or hydraulics, and boundary and environmental limitations, among others.

We will conclude the preliminary design by submitting the plans, list of technical specifications, updated BODR, risk management log, and decision log to the City for review. We will request a meeting with the City to discuss their review comments and document them in a comment response log before proceeding with the following design milestone.

Final (60%, 90%, and 100%) Design: The next design milestone corresponds to a 60% design completion. During this period, since the project layout or alignment is essentially determined, we will collect the remaining survey (sub-surface utility engineering) and geotechnical data. We will address the City's comments from the Preliminary Design milestone, documenting how each comment is addressed in the comment response log, and advance the plans and specifications to 60% completion. We will finalize the hydrologic and/or hydraulic analyses and permitting requirements and update the construction cost estimate, construction sequencing, schedule, and risk. We will conclude the 60% design by submitting the plans, technical specifications, updated BODR, risk management log, decision log, and comment response log to the City for review. We will request a meeting with the City to discuss their review comments on the final design and document them in a comment response log before proceeding with the next design milestone.

The next design milestone corresponds to a 90% design completion. During this period, we will address the City's comments from the 60% milestone, documenting how each comment is addressed in the comment response log, and advance the plans, specifications, and contract book to 90% completion. We will finalize the construction cost estimate and construction sequencing and update the schedule and risk. We will conclude the 90% phase by submitting the plans, technical specifications, contract book, updated BODR, risk management log, decision log, and comment response log to the City and other agencies having jurisdictional authority for review. Should there be comments requiring resubmittal, we will request a meeting with the City and other agencies to discuss their review comments on the 90% submittal. We will then address the comments, documenting how each is addressed in the comment response log, and resubmit the 100% design deliverables for the City's and other agencies' approval.

BIDDING PHASE

It is incredible to see our friends in the construction industry thriving! However, as the demand for construction increases, the availability of construction companies, materials, and equipment decreases. Therefore, it is crucial to communicate with the construction community early and often regarding an upcoming advertisement for construction bids. We can assist the City with such communication to ensure the project is on the radar and we increase the likelihood of receiving several quality bids.

We often assist with the bid advertisement, attend the pre-bid meeting, prepare and distribute the addenda, attend the bid opening, tabulate and evaluate bids, and prepare the award recommendation.

CONSTRUCTION PHASE

We often complete executed construction contract documents, schedule and conduct the preconstruction conference, review and either approve or deny the contractor's submittals, maintain a log of submittals, visit the construction site at critical milestones, provide interpretations of the contract documents by responding to requests for information (RFIs), maintain a log of RFIs, prepare change orders, maintain a log of change orders, review and either approve or deny the contractor's pay applications, attend routine meetings with the City and the Contractor, and provide full- or part-time construction inspection.

B. MAJOR TASKS AND C. DETAILED STATEMENT OF SERVICES UNDER EACH TASK

Computer Network Analysis and Design of Utility Systems

Stantec has completed hundreds of New Mexico municipal water, wastewater, and storm systems analyses and designs and has significant experience in developing, calibrating, testing, and analyzing computer models that simulate the hydraulics of potable water, wastewater, and storm systems. Our analysis work has included the preparation of hydrologic and hydraulic modeling for various planning studies and activities, such as those discussed in our Planning Phase section, as well as for operational efficiency, capacity estimating, pipe condition assessments, leak detection, video capture, and transient analysis.

We have expanded upon our analyses during the design of wells and well houses, pumps and pump stations, transmission piping, booster stations, reservoirs and storage tanks, water treatment plants, distribution piping, collection piping, lift stations, force mains, vacuum and STEP systems, wastewater treatment plants, reclaimed water systems, and advanced water treatment facilities. We understand these systems and the permitting, environmental, public involvement, and operational requirements that go along with such systems.

Supervisory Control and Data Acquisition (SCADA)

SCADA systems are crucial in automating, monitoring, and controlling various processes. Stantec designs SCADA systems for water treatment plants, wastewater treatment plants, advanced water treatment facilities, water storage reservoirs, water storage tanks, and network distribution and collection systems. We always request to collaborate with the operators, IT professionals, and other City staff when designing SCADA systems. We are familiar with the relevant standards and codes, vendor equipment capability and availability, power requirements, and designing for safety, reliability, and compatibility with existing systems. Stantec's SCADA team provides design solutions that will integrate with any configuration. It recognizes that the system must be accurate, versatile, and expandable to meet your individual needs.

Water Treatment

Across New Mexico, Stantec has performed planning and design of municipal water treatment, municipal wastewater treatment, industrial water treatment, and advanced water treatment for potable reuse projects. Because of our experience working with Colorado and Arizona standards development, we have assisted the New Mexico Environment Department in developing standards for treating municipal and industrial water for potable reuse applications.

Our water treatment expertise covers many technologies, including membranes, high-rate filtration, advanced oxidation, biological filtration, ozone or UV disinfection. Our experts stay current on water treatment regulations at both the state and federal levels, and we assist our clients in implementing the most appropriate treatment technology for each situation. In addition, we understand the value of working closely with operations and maintenance staff, and we always consider operability, maintainability, and safety throughout the design process.

Master Planning and Feasibility Studies

Stantec has completed master plans and feasibility studies for water, wastewater, storm drainage, and industrial waste systems. As a leader in hydraulic modeling services, our firm emphasizes the importance of a strong understanding of real-world water and sewer system operations and focuses on identifying solutions to address clients' specific needs. This balance of theoretical and practical experience enables staff to make appropriate decisions during model development and application, leading to executable and cost-effective solutions. As part of Stantec's commitment to proactive management, we often apply principles of adaptive management to allow our master plans to be flexible to future financial, political, and regulatory changes.

Solid Waste Studies

Stantec's solid waste engineers, scientists, and regulatory specialists help clients with waste reduction, recycling, composting, waste-to-energy, and zero waste projects. Our team works on the conceptualization, planning, design, and construction of waste management facilities through to the processing and disposal of waste—including closure, reclamation, and post-closure monitoring. We provide strategies for proper waste management systems, examining alternate delivery options and analyzing economics and financing to develop creative and sustainable systems and contribute to engineering, permitting, and materials testing.

Land Use Permitting

Stantec recommends beginning every project with a permitting plan to provide a systematic outline that helps regulatory organizations plan their resources to ensure speedy passage through

the approval process. Stantec will assist with the preparation of applications, as well as obtaining development approvals and building permits. In addition to assisting clients with preparing applications and obtaining development approvals and building permits, Stantec offers a depth of knowledge in navigating the requirements of various regulatory agencies. Stantec is accustomed to working closely with local fire marshals to obtain approvals of the National Fire Protection Act (NFPA) and other widely accepted industry specific codes.

Subsurface Utility Exploration and Boundary/Easement Survey

On, above, and below the earth's surface—we provide surveying and mapping to define land boundaries, earth's physical features, and the built environment. Armed with tools like GPS, GIS, and aerial photogrammetry, we deliver innovative solutions for remote and challenging environments or complex urban settings. The art is interpreting this information for legal matters of land definition or to support mapping, design, or construction activities. Our experts offer services that include boundary surveys, topographic mapping, construction staking, residential builder layout, ALTA/ACSM surveys, 3D laser scanning, geodetic and control surveys, route surveys, as-built surveys, aerial photogrammetric mapping, water rights surveys, hydrographic/bathometric mapping, and subsurface utility engineering.

National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance

Our team is well versed in assisting our clients with NPDES permitting and developing, and monitoring compliance with, a SWPPP during construction. We start by identifying potential sources of stormwater pollution, including erosion, sedimentation, chemical spills, the site's slope, receiving water bodies, and vegetation cover. We select appropriate best management practices to minimize pollution on the construction site, including silt fence or straw wattle, waste management, spill prevention, and inlet protection. Such best management practices are shown on a plan and included within the SWPPP, along with a description of how to control stormwater pollution on-site and inspection requirements. We typically assist our clients with submitting a Notice of Intent before construction and a Notice of Termination once construction is complete and the site is stabilized.

Electrical Design

We perform in-house electrical designs for all our water, wastewater, and other utility projects. Our electrical design services include distribution design, advanced automation, controls, system integration, and electrical servicing. We work with you to formulate strategies that conserve energy and reduce electrical costs—while creating safe and comfortable work environments.

When designing your electrical system and determining how power will be generated, we keep safety, efficiency, and dependability at the forefront, and we use all available and necessary technologies to do so. Program and system integration is designed to keep your operations running, including backup generation and uninterruptible power supplies (UPS). We conduct arc flash studies, provide hazardous classification reviews, and design remediation programs to ensure safety. Integrated technology makes facilities and communities smarter and more secure.

Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer)

We maintain active license agreements for various hydraulic modeling programs from numerous software providers to ensure we meet our client's needs. Finding the right solution starts with a good plan, which is why our team is built on experts in planning and modeling. We understand how to evaluate and optimize systems, assess risk, and plan capital improvements. We focus on delivering reliability for the present and capacity for the future for all your system's pipelines, pumping stations, open channels, and storage facilities.

Solid Waste Studies, Landfill System Design and Analysis

Stantec's solid waste engineers, scientists, and regulatory specialists help clients with waste reduction, recycling, composting, waste-to-energy, and zero-waste projects. Our team works on the conceptualization, planning, design, and construction of waste management facilities through the processing and disposal of waste—including closure, reclamation, and post-closure monitoring. We provide strategies for proper waste management systems, examine alternate delivery options, analyze economics and financing to develop creative and sustainable systems, and contribute to engineering, permitting, and materials testing.

Environmental Surveys

We provide permitting strategy, environmental assessment and application preparation, and technical support for projects requiring municipal, state, and federal environmental approvals. We have excellent working relationships with regulatory agencies, and these relationships help us create an

effective approach to securing regulatory approvals. Early identification of constraints, client goals, regulatory agency needs, and stakeholder issues allows us to address problems before they can knock a project off course.

Solid, defensible applications need data to back them up. We have the in-house expertise and experience in collecting and analyzing data on the atmospheric, aquatic, terrestrial, and socioeconomic environments for input to environmental assessments and regulatory applications. From there, we can design management and monitoring programs to suit the project goals.

Geotechnical Assessments

Stantec will subcontract a local geotechnical engineering firm when necessary for design. Stantec has great working relationships with several local geotechnical engineering firms, all of whom have provided quality assessments related to soil and groundwater. On the rare occasion we experience a unique geotechnical situation requiring additional expertise, we will utilize our internal team of geotechnical experts as a resource to provide additional guidance. We are happy to work with whichever geotechnical firm the City prefers.

Expert Witness in a Judicial and/or Quasi-Judicial Setting

We understand that there may come a time when you need specialized knowledge in specific engineering areas from neutral and impartial servants. Our team includes skilled experts in every field of engineering who can help others understand technical information, present substantiated, unbiased evidence, and provide credible conclusions.

Project Management

No matter the size of the job, we emphasize safety, quality control, innovation, cost control, schedule management, and client service on all our projects. We have set project control procedures designed to complete your projects on schedule and within budget.

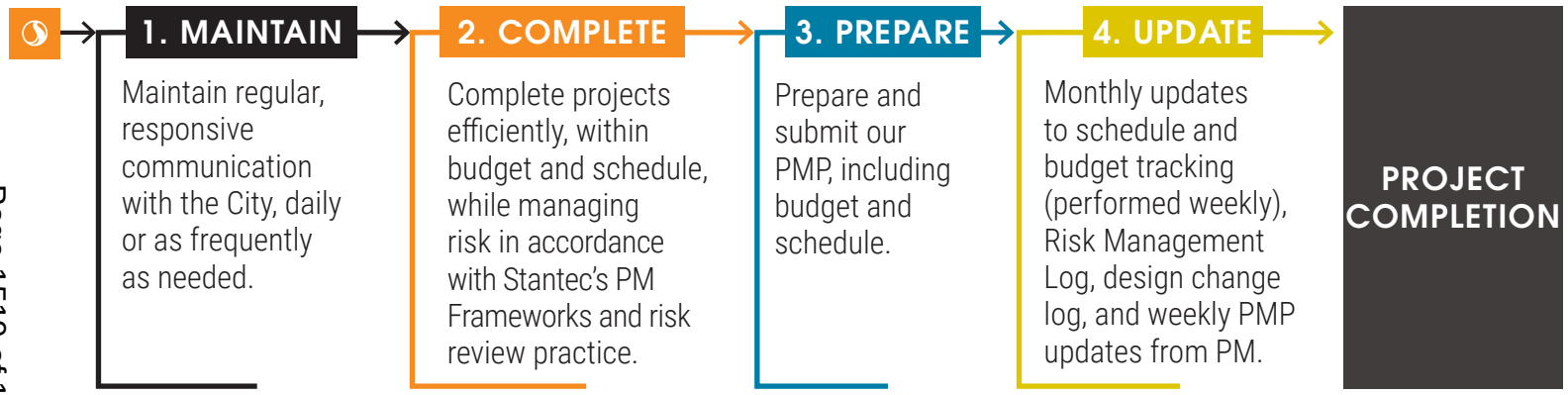
Stantec's project management approach includes:

- A scalable framework that represents Stantec's expectations of project managers and promotes a pragmatic and disciplined method to project delivery.
- A pre-qualification process that ensures each project is managed by a competent project manager with appropriate skills and experience.
- A learning strategy that supports project managers in developing the knowledge, skills, and competencies required to successfully manage increasingly larger, more complex, and higher-risk projects.
- An audit and compliance program that monitors and evaluates project performance and quality.
- A technology investment that provides integrated systems and digital tools for efficient and consistent project planning, monitoring, and control.
- A sustainability consideration that considers the environmental, social, and economic impacts of each project.

Construction Inspection

Stantec offers construction inspection and construction management services. Our team has decades of experience working with contractors, associations, utilities, homeowners, and funding agencies during construction.

We can provide construction management and inspection services from full- to part-time as needed by the City and tailor our services to fit the City's specific needs and budget. We have a trained staff of construction management professionals who review submittals, track pay applications,



respond to requests for information, analyze change orders, and work directly in the field with the client and contractors.

Our construction team lead will write a construction quality assurance plan (CQAP) that defines responsibilities for QC during construction, minimum testing requirements, monitoring requirements, and mandatory hold points at which approval of construction must be obtained before additional construction takes place. The CQAP is discussed at the pre-construction conference and guides and controls the construction process. The project site and adjacent structures can be videotaped before any construction to document actual conditions. This often prevents false claims by adjacent property owners concerning damage to their property by construction. Our team reviews the construction staking once complete and before construction begins to confirm the intent of the design fits the site. Adjustments can be made at this point to prevent re-work of the construction and conflict at a later point.

While construction is ongoing, plans for the upcoming work period and any issues of concern are discussed and resolved at periodic meetings. If problems do occur, we seek a timely resolution and involve the project manager and the client as soon as the problem is known.

After completing construction, Stantec will coordinate and conduct a final inspection, obtain contract close-out documents, coordinate record drawings, and assess the final funding balance.

We can tailor our services to provide what you need during the construction phase. If called upon, we have the capacity and capability to provide construction staking, materials testing, pay estimate processing, shop drawing reviews, and funding/review agency coordination.

D. TYPICAL PROJECT SCHEDULE/TIMELINE

A typical project timeline following the typical project delivery approach presented in Section A is shown in the below table. Although the project timeline is highly dependent on the scope of work, most of our projects are completed within two years from scoping and setup through construction.

PROJECT PHASE	TASKS	DURATION	DEPENDENCIES
Scoping and Setup	Define project scope and objectives; request for proposal Proposal preparation and authorization Kickoff Meeting	1-2 weeks 2-4 weeks 2-4 weeks	Identified and communicated scope Funding available to start the project Process to authorize engineer, which may be dependent on scope/size
Planning	Prepare feasibility study, including hydraulic modeling; alternatives evaluation and selection; identification of geotechnical, surveying, and permitting needs; estimate capital and O&M costs; and estimate schedule	3-6 months	Project authorization Site selection completed
Design	Collect and review geotechnical and survey data Coordinate with utility owners, stakeholders, City, and reviewing agencies Prepare BODR, hydraulic analysis, environmental study, plans, specifications, contract book, OPCC, schedule, risk management log, decision log, and comment response log	6-9 months	Planning phase complete and authorization to begin design phase
Bidding	Bid advertisement, attend the pre-bid meeting, prepare and distribute the addenda, attend the bid opening, tabulate and evaluate bids, and prepare the award recommendation	2-3 months	Design phase complete, authorization to begin bidding phase, and construction funding in place
Construction	Complete executed contract documents, preconstruction conference, review submittals, visit construction site, respond to RFIs, prepare change orders, review pay applications, routine meetings with City and Contractor, and construction inspection	6-9 months	Bidding phase complete, contractor awarded, and NTP provided to contractor

Schedule Control

Schedule control begins with developing the project plan, which includes the scope of work and fee proposal development. We prepare a detailed and realistic breakdown of all the tasks to be performed, reviews and approvals that must be obtained, and coordination that must occur. Identifying and using the critical path method, we determine when each task must be finished and consider the time it will take and when it must begin. If a project starts to fall behind schedule for a reason we have control over, we will add additional resources or put in the extra time needed to get the project back on track. We review the schedule during internal design team meetings and again with regularly scheduled status meetings with the owner.

Unanticipated project delays are often caused by one or more of the following:

- Reviews and approvals needed by applicable state and federal regulatory agencies
- Utility coordination, mainly if adjustments are necessary
- Acquisition of ROW, where required

Working closely with public and private entities early in the design stage is crucial to identifying constraints and refining the relative infrastructure locations to mitigate the issues that can lead to delays and cost overruns. We will take the following actions to manage the schedule for the life of the project effectively:

- We will provide an updated schedule during progress meetings with the City and at project milestones (i.e., planning, 30%, 60%, 90%, 100%, etc.).
- The project manager will efficiently execute, monitor, and update the schedule weekly to provide real-time evaluation and adjustments as required and verify project goals are being met.
- Engage with the City, adjacent property owners, utilities, and other entities to identify issues that could lead to design and construction delays and cost overruns.
- Document and track potential risks in a Risk Management Log, along with mitigation measures to avoid delays and overruns.
- Review the Risk Management Log with the City during monthly progress meetings so the City knows the project risks and agrees with any mitigation measures.

Quality Assurance and Quality Control (QA/QC)

Our project manager will be responsible for QA/QC of all deliverables on the project assignment. The project manager will develop and convey to the project team a Quality Control Plan to clearly define and convey to the project team the:

- Management and technical advisory roles and responsibilities;
- QA/QC review requirements, procedures, and schedule;
- Process to evaluate subconsultant deliverables;
- Process to document the addressing of internal and external review comments; and
- QA/QC Records management system.

At each delivery milestone, the project manager will self-review and schedule independent peer reviews of the plans, engineering estimates, design reports, specifications, and other deliverables. Maintaining QA/QC process adherence documentation will be a requisite element of each review submittal.

EVALUATION CRITERIA NO. 2

Qualifications/Competence

A. PROJECT TEAM

The organization chart shown on the right shows our proposed team for this contract.

Our team is truly local and are responsive. Many have grown up here and still continue to live here. They are responsive because projects under this contract effect the community they live in and care about.

The depth and expertise within our local, responsive team will allow them to help you plan for your future and community.

In addition, our team has access to global resources and subject matter experts within Stantec that they can pull in at any time depending on your needs.

CITY OF LAS CRUCES

PRINCIPAL-IN-CHARGE
PATRICIA BOLLIGER, PE*

CLIENT SERVICES MANAGER
GENE PAULK, PE*

QA/QC AND EXPERT WITNESS
RUSS SNOW, PE*

PROJECT MANAGERS
RAY DE LA VEGA, PE*
ALICIA BRUNDAGE, PE*

TECHNICAL SERVICES

WATER/WASTEWATER SYSTEMS ANALYSIS & DESIGN
WAYLAND OLIVER, PE*
RICHARD MAYNES, PE*
STEPHEN PARKER, PE*
BISMARCK ACOSTA, PE
PAUL CANDELARIA
ELLI MEAGHER

FUNDING SUPPORT
LISA CAMPBELL*

SURVEYING
GERARDO TORRES, PLS*

SUE
T2 UTILITIES

WATER/WASTEWATER TREATMENT ANALYSIS & DESIGN
BRAD REISINGER, PE*
ANGELA HAIL

ELECTRICAL
BRUCE WONG, PE, PMP, ENV SP*

SCADA
BARBARA HERRERA, PE*

WASTEWATER SYSTEMS PLANNING & TECHNICAL ADVISEMENT
MIKE DUPONT, PE*
MIKE GEORGALAS, PE*

CONSTRUCTION ADMINISTRATION & INSPECTION
SHANTI CEANE, PE*

NPDES PERMITTING & SWPPP
LISA LAUVER, PE, CFM*

ENVIRONMENTAL
PAM MAPLES*

SOLID WASTE & LAND USE PERMITTING
PAM MAPLES

GEOTECHNICAL
GEOMAT
WESTERN TECHNOLOGIES

** Denotes Key Staff*

KEY STAFF	ROLE	SCOPE OF WORK TASKS: COMPUTER NETWORK ANALYSES FOR WATER, WASTEWATER, AND GAS SYSTEMS; DESIGN OF WATER, WASTEWATER, AND GAS UTILITY SYSTEMS; WELL HOUSE DESIGN; SCADA; WATER TREATMENT PROCESS; MASTER PLANNING; FEASIBILITY STUDIES; SOLID WASTE STUDIES; LAND USE PERMITTING; SUE; BOUNDARY/EASEMENT SURVEY; AND NPDES & SWPPP COMPLIANCE	ELECTRICAL DESIGN	COMPUTER NETWORK ANALYSIS	SOLID WASTE STUDIES, LANDFILL SYSTEM DESIGN AND ANALYSIS	ENVIRONMENTAL SURVEYS	GEOTECHNICAL ASSESSMENTS	EXPERT WITNESS	PROJECT MANAGEMENT	CONSTRUCTION INSPECTION
Patricia Bolliger, PE	Principal-in-Charge	●		●	●	●	●	●	●	●
Gene Paulk, PE	Client Services Manager	●		●		●	●		●	●
Russ Snow, PE, PMP	QA/QC, Expert Witness	●				●	●	●	●	●
Ray De La Vega, PE	Project Manager	●		●	●	●	●		●	●
Alicia Brundage, PE	Project Manager	●		●		●	●		●	●
Wayland Oliver, PE	Water/Wastewater Systems Analysis & Design Engineer (WWSADE)	●		●		●	●		●	●
Richard Maynes, PE	WWSADE	●		●		●	●		●	●
Stephen Parker, PE	WWSADE	●		●		●	●		●	●
Brad Reisinger, PE	Water/Wastewater Treatment Analysis & Design Engineer	●		●		●	●		●	●
Lisa Campbell	Funding	●					●		●	●
Mike Dupont, PE	Water/Wastewater Systems Planning & Technical Advisement	●		●		●	●	●	●	●
Mike Georgalas, PE	Water/Wastewater Systems Planning & Technical Advisement	●		●		●	●	●	●	●
Gerardo Torres, PLS	Surveying	●							●	
Shanti Ceane, PE	Construction Admin & Inspection	●				●	●		●	●
Lisa Lauver, PE, CFM	NPDES Permitting & SWPPP	●				●	●		●	●
Bruce Wong, PE, PMP, ENV SP	Electrical	●	●				●		●	●
Barbara Herrera, PE	SCADA	●	●				●		●	●
Pam Maples	Environmental, Solid Waste & Land Use Permitting	●			●	●	●		●	●

PATRICIA BOLLIGER, PE

Role: Principal-in-Charge **Experience:** 18 years **Time Assigned:** 20%

Patricia supervises business development activities, business management, and project development in New Mexico. Her primary focus is on client satisfaction and with that comes ensuring projects are delivered on time, on budget, and with the high quality our clients expect and deserve. Patricia's engineering experience includes water resources, water and wastewater infrastructure treatment, conveyance, flood control, community development, and transportation in planning, design, bidding, and construction phases of projects. She employs practical and proven project management methodologies that optimize project resources to deliver high-quality deliverables on schedule and within budget. She excels at leading multi-discipline teams, developing comprehensive design criteria, evaluating site characteristics and value engineering opportunities, and preparing preliminary and final design documents that serve as the basis for construction.

GENE PAULK, PE (NM #15573)

Role: Client Services Manager **Experience:** 25 years **Time Assigned:** 10-20%

Gene, an NMSU graduate, brings experience in transportation engineering, including planning, budget allocation, and project and personnel management. Gene has extensive experience working with NMDOT and local government municipalities including City of Deming and City of Las Cruces. This experience has given Gene a deep understanding of the standard processes, challenges, and needs associated with municipal on-call contacts. As a lifelong resident of the New Mexico, he's worked throughout the southwest and is dedicated to the safety and development of transportation infrastructure within the state.

RUSS SNOW, PE, PMP

Role: QA/QC and Expert Witness **Experience:** 40 years **Time Assigned:** 10-20%

Russ' civil engineering experience focuses on design and construction of major water supply conveyance systems comprised of steel and PCCP with diameters up to 144 inches. He has served as quality control manager, technical advisor and project manager on major water supply projects and programs in excess of $5 billion, including the Colorado Springs Utilities Southern Delivery System, Southern Nevada Water Authority's Capital Improvements Program, Tarrant Regional Water District's Integrated Pipeline, and the City of Aurora's Prairie Waters Project—just to name a few. Russ has developed and implemented quality management and design review processes, as well as authored pipeline design standards that have been adopted on these and other water supply projects and programs.

RAY DE LA VEGA, PE

Role: Project Manager **Experience:** 18 years **Time Assigned:** 10%

Ray's proven track record of local project management and technical leadership. He will be your partner on projects from start to finish. Ray employs practical and proven project management methodologies that optimize project resources to deliver high-quality deliverables on schedule and within budget. He excels at leading multi-discipline teams, developing comprehensive design criteria, evaluating site characteristics and value engineering opportunities, and preparing planning and design documents that serve as the basis for construction. His strong relationships with many permitting agencies and his reputation as a proven project manager was built on his excellent organization and communication skills. Ray has led numerous projects, including sanitary sewer collection systems, lift station, wastewater treatment facilities, booster pump stations, waterline distributions, reuse systems, and pipeline rehabilitation.

ALICIA BRUNDAGE, PE

Role: Project Manager **Experience:** 35 years **Time Assigned:** 10%

Alicia has broad experience in civil engineering and all aspects of project management and implementation. She has managed water and wastewater projects in the Cities of Jal, Las Vegas, Lordsburg, Lake Arthur, and Tucumcari, managing a variety of projects, including a water tank, sewer disposal design, water pipeline improvements and, drainage. Her intelligence and ability to solve complex problems make her a valued team member. She has the technical expertise and a strong understanding of project management protocols to ensure projects are delivered on time and within budget. Her belief in her Stantec teams helps her get the best effort from everyone while maintaining accountability.

WAYLAND OLIVER, PE

Role: Water/Wastewater Systems Analysis & Design **Experience:** 28 years **Time Assigned:** 10-30%

Wayland brings an extensive history in planning and design for rural, municipal, and county clients. He brings broad knowledge and experience with municipal planning documents such as PERs, pavement management plans, asset management plans, leak detection reports, scoping reports, technical memos, and technical guidance for Comprehensive Plans and Infrastructure Master Plans. His water and sewer projects include a variety of sizes and scopes for projects such as a fast track water main extension for a new Pilot Truck Travel Center in Santa Rosa, New Mexico; a new well for the Village of San Juan on the Pecos River; and a sewage lift station for the Village of Fort Sumner. He has collaborated on the design of a new well and on well rehabilitation to include pump replacement, variable speed well control, and SCADA control of multiple wells supplying multiple pressure zones.

RICHARD MAYNES, PE

Role: Water/Wastewater Systems Analysis & Design **Experience:** 28 years **Time Assigned:** 10-30%

Richard has experience in operations, design, and construction of roadways, water, storm water, and wastewater systems. His responsibilities include civil, structural, and environmental scope and design projects for public and private clients. Richard works closely with clients on gaining an understanding of their needs, builds strong relationships, and maintains constant communication, which are essential to successful projects.

STEPHEN PARKER, PE

Role: Water/Wastewater Systems Analysis & Design **Experience:** 9 years **Time Assigned:** 10-30%

Stephen has experience in the development of water, wastewater, and street projects for small municipalities and private clients. Stephen has experience preparing both pavement management and asset management plans. He also has experience in modeling existing and proposed water distribution networks for standard and fire flow analysis in Bentley WaterCAD.

LISA CAMPBELL

Role: Funding **Experience:** 29 years **Time Assigned:** 5-10%

Bridging clients with urgently needed funding sources are a passion for Lisa—she is our dedicated grant specialist and serves rural New Mexico clients by administering grants from various programs such as the NMDOT, Small Cities Community Development Block Grant Program, Legislative Appropriation, programs through New Mexico Environment Department and USDA/ Rural Utilities Service. Lisa understands the grant process, available buckets of funding, and the best way to approach complicated application requirements. She has built professional relationships with state and federal funding agencies and staff, allowing her to serve as a voice for clients navigating the application process. Lisa's familiar with federal and state agency requirements for bidding, contract management, and construction of these programs. She provides operational tools to meet technical, budgetary, and scheduling requirements of projects.

GERARDO TORRES, PLS

Role: Surveying **Experience:** 17 years **Time Assigned:** 5-10%

Gerardo, an NMSU graduate, is a licensed professional land surveyor with experience in land surveying, ranging from field work to project management. He previously managed the surveying operations for the State of New Mexico for several years, leading survey projects for a wide variety of clients. Gerardo has a broad base of surveying work experience including large-scale right-of-way projects, topographic mapping, subdivision preparation, ALTA land title surveys, residential/condominium surveys, and construction surveys. He has worked with terrestrial scanners, robotics, GNSS, drone flights, and conventional total stations

BRAD REISINGER, PE

Role: Water/Wastewater Treatment Analysis & Design **Experience:** 15 years **Time Assigned:** 10-30%

Brad has extensive experience in the water and wastewater industry. Throughout his career he has supported many municipal drinking water, wastewater, and water reclamation projects. Brad's expertise is with membrane related processes such as hollow fiber nano/ microfiltration, flat plate and hollow MBR, reverse osmosis, and electrodialysis reversal. His work experience includes project management, process design, treatment plant hydraulics analysis, membrane system procurement, detailed design, bench and pilot testing, pilot system operations, process monitoring and optimization, construction administration, and operations and maintenance manuals.

BRUCE WONG, PE, PMP, ENV SP

Role: Electrical **Experience:** 17 years **Time Assigned:** 10%

Bruce brings experience in design of power and control systems for numerous process configurations, including water/wastewater treatment plants. His design expertise includes chemical delivery/containments systems, low-, medium-, and high-voltage power generation/ distribution, hydropower generation, high-voltage sub station design, and indoor/outdoor lighting design. Recently, Bruce assisted in the detailed design of two processes for a 16-MGD water recycling plant in the pacific northwest. In Southern California, Bruce has most recently worked with the City of South Pasadena and the Metropolitan Water District of Southern California.

BARABARA HERRERA, PE

Role: SCADA **Experience:** 19 years **Time Assigned:** 10%

Barbara has experience in private and public-sector utility infrastructure. Her experience includes designing both electrical and instrumentation and controls systems for water and wastewater facilities around the country. Barbara's experience includes electrical engineering for both lift stations and booster pump stations.

MIKE DUPONT, PE

Role: Water/Wastewater Systems Planning & Technical Advisory **Experience:** 25 years **Time Assigned:** 5-20%

Mike's knowledge of how a wastewater collection system functions is more than viewing it from a desk as a hydraulic model or a set of design plans. He has been a consultant and an O&M operator. He understands how collection systems operate, what conditions can impact system performance, and what challenges occur in wet weather. His technical specialties include design and construction, rehabilitation, hydraulic modeling, and master planning.

MIKE GEORGALAS, PE

Role: Water/Wastewater Systems Planning & Technical Advisory **Experience:** 25 years **Time Assigned:** 5-20%

Mike's responsibilities include preparation of contract drawings and specifications, as well as coordination with utilities, reviewing agencies, and outside consulting firms. Mike conducts water and wastewater conveyance system designs, hydrologic and hydraulic investigations and reports, and associated civil engineering designs (grading, paving, and utilities). Specific project experience includes water distribution and transmission main design, pump station design, hydraulic modeling, water system master plans, and specifications and bid document preparation.

SHANTI CEANE, PE

Role: Construction Inspection **Experience:** 21 years **Time Assigned:** 5-20%

Shanti serves as the construction manager on transportation, stormwater, and water/wastewater utility projects across New Mexico. She has served as a design technical lead before moving back into a construction management role. Shanti manages a large crew of construction observers and has completed construction management services on several local government and NMDOT projects across the state. She is included in this proposal because of her extensive experience with management of large construction projects.

LISA LAUVER, PE

Role: NPDES Permitting & SWPPP **Experience:** 22 years **Time Assigned:** 5%

Lisa focuses on water resources projects, with a heavy emphasis on hydrologic/hydraulic analysis and design. Her project experience includes the preparation of stormwater master plans for public and private clients, and the design of water quality facilities for removal of pollutants from stormwater runoff. She has prepared Storm Water Management Plans (SWMP) for more than 20 construction projects and permanent water quality structures. She has prepared FEMA flood mapping studies involving CLOMRs, LOMRs, and previously unmapped drainageways. Her design experience includes a wide range of drainage facilities, including detention/retention ponds, storm sewer systems, grade control structures, channel and bank stabilization, bridge hydraulics, roadway culverts, and outfall energy dissipators.

PAM MAPLES

Role: Environmental Surveys, Solid Waste, and Land-Use Permitting **Experience:** 20 years
Time Assigned: 5%

Pam is a tenacious, diligent and dedicated professional with excellent attention to detail. She has experience in regulatory and consulting roles, including experience in New Mexico, Arizona, and the Navajo Nation. She specializes in designing and conducting assessments and cleanups. She has successful written USEPA Environmental Justice grant applications, Targeted Brownfields Assistance requests, and successfully secured two Time Critical Removal actions for the Navajo Tribe.

B. PRINCIPAL OF FIRM AND SUBCONSULTANTS

Principal of Firm:

Patricia Bolliger, PE
3831 E Lohman Avenue, Suite 200
Las Cruces, NM 88011-8447

Direct: 575-587-3745
patricia.bolliger@stantec.com

NMPE #22758

Subconsultants:

- Geotechnical: GEOMAT Engineering & Testing (7901 Lorraine Court NE, Albuquerque, NM 87124, 505.300.5816) and Western Technologies Inc. (8305 Washington Place NE, Albuquerque NM 87113, 505-823-4488)
- SUE: T2 Utilities Engineering (2815 Broadbent Pkwy NE Suite A, Albuquerque, NM 87107, 505-345-7538)

C. OFFICE LOCATIONS AND PERCENTAGES OF WORK

LOCATION	PERCENTAGE
Stantec Las Cruces Office 3831 E Lohman Avenue, Suite 200 Las Cruces, NM 88011-8447 (575) 524-2007	60%
Stantec Silver City Office 3400 Highway 180 East, Suite A Silver City, NM 88061 (575) 538-5395	20%
Stantec Albuquerque Office 6100 Seagull Street, NE, Suite 102B Albuquerque, NM 87109 505-275-0022	15%
Regional or Global Support Various Office Locations	5%

D. NEW MEXICO REGISTRATION

Patricia Bolliger, PE, Principal-in-Charge
506 South Main Street, #700
Las Cruces, NM 88001

Direct: 575-587-3745
patricia.bolliger@stantec.com

NMPE #22758

EVALUATION CRITERIA NO. 3

Performance of Firm

INDIAN HILLS SUBDIVISION SEWER

TOWN OF SILVER CITY

This project involved replacing a community's existing septic tank systems with a new wastewater collection system, requiring extensive interaction with residents for work within their private properties to implement the changes. Our team worked with the Town of Silver CIty to provide survey, preliminary design, easement preparation, final design, bid administration, and construction phase services. This work included design of an eight-inch gravity sewer main with new manholes, four-inch service lines with double cleanouts, and a lift station with submersible pumps and backup generator.

Reference: Robert Esqueda, Town of Silver City, Public Works Director, 575-354-6355

JOHNSON HILL WEST TANK REHABILITATION

CITY OF PORTALES

Our team completed a PER for the City of Portales Water Storage Facilities, including the Johnson Hill (JH) West & East Tanks, Lime Street Tank, and Rotary Tank. The JH West Tank was determined to be the highest priority tank for refurbishment, followed by the JH East Tank as the second priority. The JH West Tank has three million gallons of storage capacity. The PER was utilized to obtain $2,231,785 for improvements to the JH West. Improvements include a new interior/exterior coating system, inlet/outlet and overflow piping, roof vent, OSHA-compliant exterior ladder; rehabbing the depth gauge; tank level sensor; SCADA; and cathodic protection. Coupons of the tank floor were obtained, and determined that the floor did not require replacement. However, during the inspection of the tank roof framing, it was determined that the roof framing necessitated replacement. The new roof framing included columns, beams, rafters, and sheeting. Chlorination system improvements included a new metal building with an overhead crane for one ton gas chlorine tanks; a new one ton tank scale; fiberglass building for four 150-pound gas chlorine cylinders, scales, chloride solution injection pump, and residual chlorine analyzer; and backup generator. Other improvements included the removal of a non-operating 24-inch check valve, capping redundant outlets on the West Tank, and a new 18-inch flow meter on the tank supply line.

Reference: Christopher Mendoza (recently previous Public Utilities Superintendent, John DeSha), City of Portales, Public Utilities Superintendent, 575-356-6662

CITY OF JAL WASTEWATER

The City of Jal's (City) vision for its wastewater treatment plant is to be a 100% reuse facility with discharge to the golf course, City-owned facilities, and the oil and gas industry. Allowing the oil and gas industry to use treated wastewater for hydraulic fracking will limit the industry's depletion of freshwater resources. Unfortunately, ongoing challenges meeting the groundwater discharge permit limitations due to significant increases in influent loads and aging infrastructure have kept the City from achieving this vision. The City intends to replace its existing WWTP with a new NMED-approved WWTP with the ability to serve the rapid oil and gas industry-driven population growth. Highlighted next are three projects we provided wastewater treatment and related services for the City.

PRELIMINARY ENGINEERING REPORT (PER)

Our PER provided recommendations for a new WWTP to bring the City into permit compliance. We analyzed several alternatives within the PER, including a new Four-Stage Bardenpho (conventional treatment), a new MBR facility, and rehabilitating the existing WWTP. The City chose the conventional treatment method alternative due to its ability to efficiently meet the discharge permit limitations and lower capital costs.

As a result, the NMED approved the PER. In our pursuit of United States Department of Agriculture Rural Utilities Service funding, we also prepared a sewer revenue sufficiency analysis to help the City understand how to pay for the operations and maintenance costs of the new facility with the sewer rate revenue. We designed the new facility so that the operations and maintenance costs would be less than those of the existing facility.

WASTEWATER DISPOSAL AREA

The NMED required the design and construction of a new wastewater disposal facility. This will be used when the WWTP's treated effluent exceeds the groundwater discharge permit limitations or cannot be pumped to the northern lagoons for irrigating the golf course. We designed a small system of approximate three-acre ponds with perforated pipe to spread the treated effluent. Each pond's slope allows the treated effluent to have the best chance of being evenly distributed over the pond's bottom. This met the NMED requirement of not exceeding 200 pounds per acre per year of nitrogen within these ponds.

The team prepared a funding application for the City, resulting in approximately $1.5 million in funding for the construction of this project.

WASTEWATER TREATMENT PLANT

We are preparing final design of the recommended alternative within the PER, a new 0.17 MGD Four-Stage Bardenpho WWTP. The design included preparing a basis of design report, plans, specifications, and an engineer's opinion of probable construction cost. The facilities included within the design are a new influent pump station, pre-equalization basin, headworks, secondary treatment, disinfection, solids handling, and effluent pump station and discharge. In addition, the team incorporated the design of four buildings, including a new administrative/laboratory building, and electrical and instrumentation and controls into the design. We are currently under contract to prepare the final design of the WWTP.

Led by Lisa, we prepared a funding application for the City, resulting in approximately $420,000 in funding the City used to pay for the 30% design package. We prepared an application that the State approved for approximately $900,000 in funding the City is using for final design services.

The team assisted the City with becoming designated as a Colonia, providing them with increased opportunities for funding. Through this process, we prepared an application requesting approximately $10 million in funding for the construction of the WWTP and the City was recently recommended for award. We were successful in obtaining the remaining $15 million in USDA funding that was needed for this project to move forward.

Reference: Wesley Hooper, City of Jal, City Manager, 575-494-3037

Stantec

STANTEC CONSULTING SERVICES INC.

3831 E LOHMAN AVENUE, SUITE 200
LAS CRUCES, NEW MEXICO 88011-8447

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Stantec Consulting Service, Inc. (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

STANTEC CONSULTING SERVICES, INC.	CITY OF LAS CRUCES
By:	By:
Signature Date	Signature Date
	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

EXHIBIT "M"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Water Works Engineers, LLC, of 8650 Alameda Blvd NE, Ste 103E, Albuquerque, NM, 87122, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Water Works Engineers, LLC 8650 Alameda Blvd NE, Ste 103E Albuquerque, NM 87122 ATTENTION: Michael Fisher

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WATER WORKS ENGINEERS, LLC	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

4/30/24

City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm WATER WORKS ENGINEERS, LLC

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 268
2	Project Engineer/Project Manager	$ 227
3	Senior Engineer	$ 185
4	Design Engineer	$ 155
5	Engineer Intern	$ 134
6	Engineering Technician	$ 103
7	Drafting Technician	$ 118
8	Survey Crew**	$ NA
9	Construction Inspector/Observer	$ 139
10	Administrative/Clerical	$ 93
11	Field Testing and Investigations	$ NA
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10

ITEM	MATERIALS / REIMBURSABLE EXPENSES	RATE
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ Varies
16	Color Copies (per copy)	$ Varies
17	Prints 24x36 (per sheet)	$ Varies
18	Mylars 24x36 (per sheet)	$ Varies
19	Photo Quality Plots (per plot)	$
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

City of Las Cruces

Utilities Engineering Services

Proposal

RFP: No 23-24-0521

Due: February 27, 2024

4:00 PM

Submitting Firm:

Water Works Engineers, LLC

8650 Alameda Blvd NE, Suite 103E

Albuquerque, NM 87122

(505) 210-9546

Index Sheet

Index Sheet ..... A
RFP Compliance Declaration ..... B
Transmittal Letter ..... D
Evaluation Criteria No. 1 – Technical Approach 1
Specialized Design and Technical Competence 1
Major Tasks to be Accomplished 2
Evaluation Criteria No. 2 – Qualifications/Competence 9
Key Personnel 9
Principal of the Firm 12
Subconsultants 12
Office Location and Performance of Work 12
New Mexico Project Manager 12
Evaluation Criteria No. 3 – Performance of the Firm 13

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Water Works Engineers, LLC

8650 Alameda Blvd. NE, Suite 103E

Albuquerque, NM 87122

Authorized Signature

Michael Fisher, PE

Typed or Printed Name

Principal

Title

mikef@wwengineers.com

Email Address

Telephone number (505) 210-9546 Fax number (480) 378-2948

NM Tax & Revenue Dept. CRS # 03217251006-GRT

Current NM Secretary of State Business ID # _____ (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 20-3148271 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

SAMI KADER
WATER WORKS ENGINEERS
700 CYPRESS AVE STE 201
REDDING, CA 96001-2731

September 8, 2023
NM Business Tax ID:
03-217251-00-6
Letter ID: L1105711728

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2011	**03217251006-GRT**	**01-Jul-2011**
Business Location: **8650 ALAMEDA BLVD NE STE 103E**		Business End Date
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**
Taxpayer Name: **WATER WORKS ENGINEERS**		Taxpayer Type: **LLC**
Firm Name: **WATER WORKS ENGINEERS**		Filing Frequency: **Semiannual**
Mailing Address: **8650 ALAMEDA BLVD NE STE 103E**		
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Jul-2011	**03217251006-GRT**	**01-Jul-2011**
Business Location: **8650 ALAMEDA BLVD NE STE 103E**		Business End Date
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**
Taxpayer Name: **WATER WORKS ENGINEERS**		Taxpayer Type: **LLC**
Firm Name: **WATER WORKS ENGINEERS**		Filing Frequency: **Semiannual**
Mailing Address: **8650 ALAMEDA BLVD NE STE 103E**		
City and State: **ALBUQUERQUE, NM**		Zip Code: **87122-3791**

Form Revised 02/2003

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

Cabinet Secretary

By _____

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

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v42

Transmittal Letter

February 27, 2024

RE: Proposal for the City of Las Cruces Utilities Engineering Services – RFP No: 23-24-052

Dear Members of the Selection Committee:

Water Works Engineers LLC (Water Works) is pleased to submit one (1) electronic version of our proposal for the City of Las Cruces (City) Utilities Engineering Services. At this time we would like to acknowledge receipt of Addendum One dated 2/20/24 and Addendum Two dated 2/23/24.

Over the past 19 years, Water Works has provided engineering design services for water, wastewater, and recycled water infrastructure for municipal utility districts and agencies across the western United States. We have built a reputation of providing high quality and cost-effective services in a timeline consistent with varying schedules associated with on-call engineering services. We recognize that maintaining an excellent level of service to repair, rehabilitate, and replace aging infrastructure **requires excellent planning, technical expertise, and execution.**

Water Works will provide the City the full depth and breadth of our western United States experience through our local team. Our Project Manager and Lead Project Engineer ***Mohsen Karbakhsh, PE***, will be managing the nuts and bolts of this project from our Albuquerque office. ***His hands-on approach to design, attention to details, construction experience, and exceptional communication skills are what make his projects successful***. At Water Works Engineers, we believe and insist that our Project Managers have an in-depth involvement in the technical execution of the projects they manage. This significantly differentiates us from other firms, who see Project Management as a strictly administrative function. When you work with Water Works Engineers, the Project Manager is a one-stop shop for resolution of all project issues, from start to finish. This means that Mohsen will be responsible for the technical execution of much of the work, while efficiently targeting the full range of Water Works technical expertise and resources.

We have the experience, judgement, and leadership skills to keep projects on track and delivered while balancing the expectations and goals of all project participants. Water Works Engineers is a firm that was built from the ground up around ***experienced staff whose focus is engineering and technical work*** —not marketing – thereby limiting overhead functions to provide our clients with cost effective services. This combination of experienced staff and competitive rates will allow us to offer exceptional value.

Water Works acknowledges and agrees to comply with the insurance requirements listed in the RFP. If you have any questions regarding this proposal, please contact Mohsen Karbakhsh at (505) 932-8480 or mohsenk@wwengineers.com.

Very Truly Yours

Mohsen Karbakhsh, PE
Project Manager/Lead Project Engineer
(PROPOSAL CONTACT)

Mike Fisher, PE
Sr. Technical Lead, Managing Member
(PRINCIPAL IN CHARGE)

Evaluation Criteria No. 1 – Technical Approach

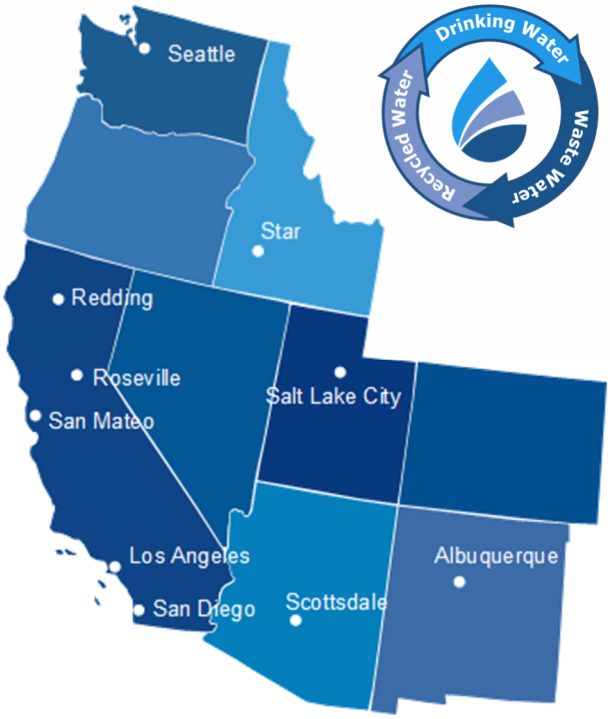
Specialized Design and Technical Competence

Water Works Engineers (Water Works) was formed in 2005 by engineers who believed that water and wastewater engineering and consulting could be done a better way by combining the best attributes of large and small firms: *the* ***technical expertise of a large firm and efficiency and personal attention of a small one***. Our vision was the formation and growth of a new kind of engineering firm, *a firm built on providing exceptional client service from highly experienced engineers in a "hands-on" highly interactive and enjoyable environment.*

To accomplish our vision, Water Works Engineers provides high-level staffing on every project with a *leaner overall firm structure* that is focused on delivering high quality work for client-specific needs. ***We focus solely on collection, conveyance, water/wastewater treatment, water, and recycled water systems infrastructure***. This focus makes us efficient, keeps us up to date, and allows us to provide the highest level of service. Our focus and work approach allow us to provide high quality planning and design products. ***We take great pride in the fact that we don't just create documents, we facilitate projects***.

This focus and approach have fueled a consistent increase in our clients and projects, with 10 offices and 105 employees with approximately $30M in yearly revenue. ***By focusing exclusively on water and wastewater engineering, Water Works provides focused expertise rather than the broad umbrella approach of many civil engineering firms***. It is with these core values in mind that we assembled our team for this project.

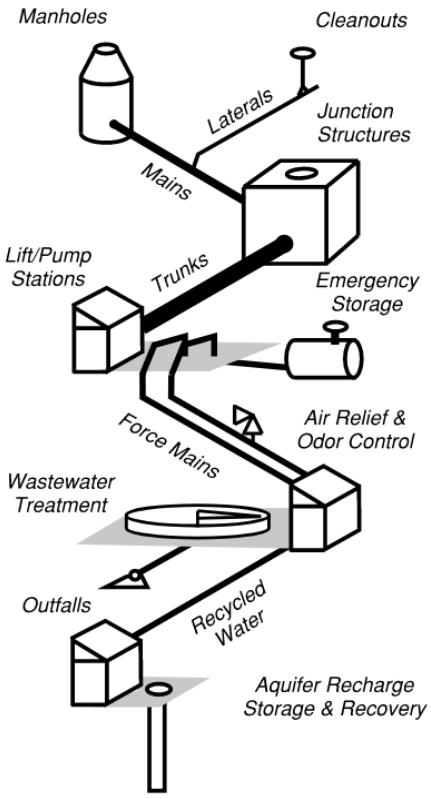
Based on our experiences, we strongly believe that people execute projects, not firms. For that reason, the Water Works team is committing high quality, senior staff with in-depth experience directly relevant to the City's Improvement Projects. The Project team are experienced professionals who have been directly involved in the design and successful implementation of collection, distribution, conveyance, and treatment system projects across Arizona, California, Utah, and New Mexico.



In addition to our civil and environmental capabilities with respect to water/wastewater treatment, infrastructure, and hydraulics, Water Works Engineers has in-house **structural**, **electrical and control, and mechanical** engineers and designers that will be involved with the City as needed.

Overall Qualifications

Water Works Engineers has extensive experience with every component of the municipal assets. From lining sewer laterals to new trunks, lift stations to treatment plants, we have designed and constructed all of it. Our staff specializes in water and wastewater infrastructure condition and capacity assessment; rehabilitation, and replacement recommendations; capital improvement project planning and prioritization; and the rate studies and financial planning to support these programs. Our team has significant experience performing condition assessments, interpreting the results, and designing rehabilitation/replacement plans to address identified system deficiencies before they become emergency projects.



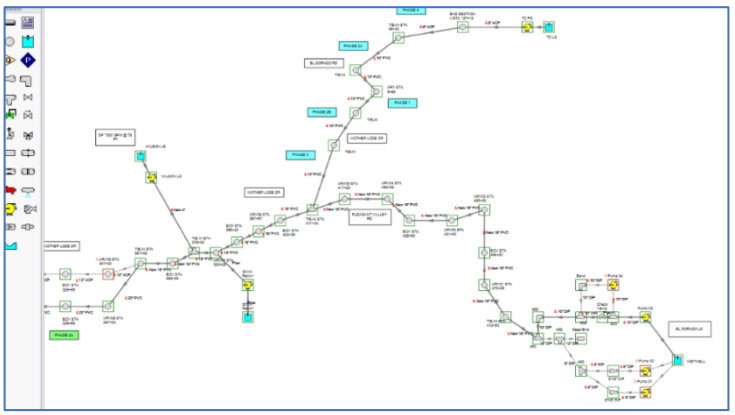
With our expertise and understanding of the entire system, we can anticipate the seemingly little details upstream or downstream of the "project limits" which can turn into vexing operational challenges or draw the public's attention. Take for example a severe H2S odor and backpressure issue that was impacting local homes and park users. One of our clients was close to installing a multi-million dollar forced air odor control facility, but we were able to eliminate the need for this facility by recommending lower wet-well set points in a downstream pump station to reduce surcharging that caused the poor ventilation and low scour velocities.

Our creativity and "big picture" vision, combined with our "hands on" construction phase experience, allows us to balance project budgets and schedule demands with the ever increasing environmental and political constraints.

Major Tasks to be Accomplished

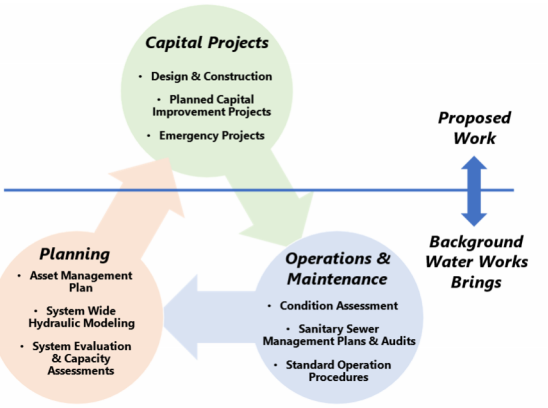
Collection and Distribution System Master Planning and Design

Water Works Engineers understands that the infrastructure outside the treatment plant (water distribution and wastewater collection systems) is often our communities' single largest investment. We pride ourselves on delivering innovative and quality work products in all phases of a project, on schedule and within budget. We have extensive experience in gravity and pressurized pipelines; booster pumps and lifts stations; steel and concrete storage tanks; metering and pressure reducing facilities; water quality monitoring stations; and manholes and junction structures. Our experience includes 90-inch transmission and interceptor pipeline design all the way down to small backyard residential lateral and mainline replacements. We have expertise with vertical turbine wet/dry well solids-handling self-cleaning sewage pumps stations, as well as smaller "duplex" and "air-pot" package stations. Water Works has experience in designing 15-MGD booster pumps stations with 5-MG pre-



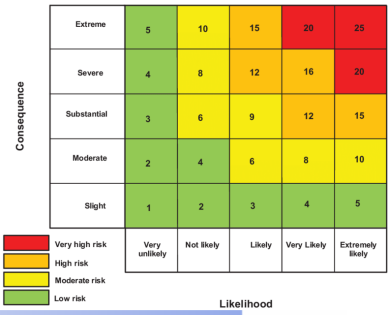
stressed concrete storage tanks and complex water age mitigation controls to replacing aging 40,000-gallon redwood water tanks serving 70 customers.

In addition, we have completed water distribution computer models for large cities and 50 connection developments. These models have supported regional water supply planning efforts and simple utility connections. Our engineers have utilized multiple water and wastewater hydraulic modeling platforms (Sewer/WaterCAD, Water/SewerGEMS, InfoWater/Sewer, H2ONet, InfoWorks ICM, AFT Fathom, etc.) to complete extended period simulation computer models to analyze and identify current and future pipeline capacity upgrades, as well as develop mitigation for water quality concerns. Our planning and design efforts often facilitated the extension of utility service to communities previously not served; extended the life of existing infrastructure through rehabilitation/repair; or provided new facilities to replace aging infrastructure.

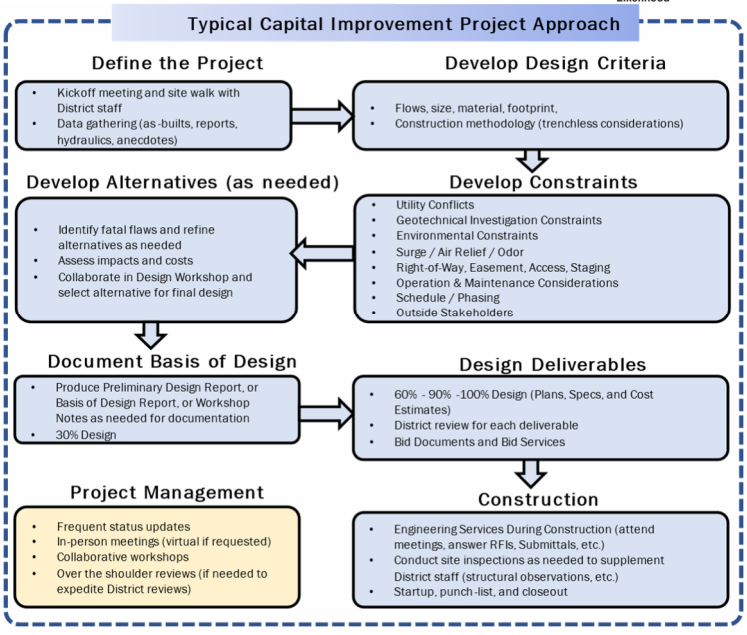


Project Planning and Capital Improvement Projects

Planning phase starts with understanding of the existing structure. Water Works will meet with the City staff to understand the ultimate goals for improving existing infrastructure. Water Works can efficiently create preliminary studies, maps, and calculations to support the City's upcoming needs. With our full depth and breath of understanding of water and wastewater subject matter we can address nay needs and goals the City may have.



Our successful implementation of Capital Improvement Projects (CIPs) is also informed by understanding the work that went into developing the projects. We have developed and updated master plans, ran condition assessments, reviewed CCTV, and developed asset management programs. We have also developed numerous collection system and distribution system hydraulic models and master plans.



Our understanding of the entire procurement process allows us to ensure that we properly understand how to optimize and apply each CIP with the right input from capital, planning, and Operations and Maintenance (O&M) staff. Our approach is always tailored to fit the nuances of the project but is centered upon active communication and collaboration with the City. We do not silo our engineering process, and it is important for us that the City is engaged as decision makers and the individuals who understand their system the

best. A typical Water Works approach to a Capital Improvement Project is displayed in the following figure.

Groundwater Treatment

Water Works Engineers' highly skilled and qualified professionals have been involved in over 200 groundwater contaminant treatment projects. Since the beginning of the firm, groundwater treatment has been one of our core competencies. Our staff have conceptualized, designed, and overseen construction, start-up, and operational optimization for dozens of cost-effective groundwater treatment facilities across the West. We understand the complexities of groundwater treatment for both organic and inorganic contaminants as well as the implications of various treatment approaches on waste disposal, general water quality, corrosion control, and disinfection byproduct formation in distribution systems. Our considerable knowledge and experience in the study and treatment of challenging groundwater supplies with complex water quality issues has allowed us to pride ourselves on our ability to design and implement cost effective treatment systems that treat/remove multiple co-occurring groundwater contaminants while minimizing maintenance costs and operational "headaches".

Surface Water Treatment

We have engineered water systems for surface water systems throughout the western United States, including New Mexico, Arizona, and California. We have a wide array of experience when it comes to the following challenges associated with surface water treatment:

- Department of Public Health permitting assistance
- Treatment of eutrophic sources with prolific algal blooms and associated challenges
- Treatment of high turbidity sources impacted by colloidal clays.
- Chemical pretreatment selection and optimization
- Filtration performance assessment and optimization
- Disinfection byproduct formation minimization
- Taste and Odor Control
- UV Disinfection
- Recycling of residuals dewatering water

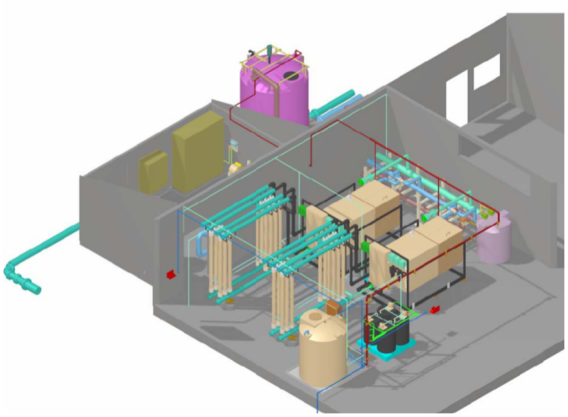
Our team pulls from experiences on these projects to develop the most effective treatment process for your systems.

Water and Wastewater Treatment Process Design

Water Works Engineers has designed several water and wastewater treatment plants that are successfully operating. We are experienced and adept in all facets of water and wastewater treatment process design, including:

- Identification of the most appropriate and cost-effective treatment process for the client's needs
- Selection of treatment processes, technologies, and equipment

- Process BioWin modeling and calibration
- Optimal sizing of the treatment system's components
- Specification, layout and optimization of the equipment, piping, valving, and instrumentation
- Coordination of mechanical design with process & instrumentation diagrams and electrical requirements
- Development of treatment process control narratives, control loop descriptions and operating guidelines



Water Works selects and designs treatment processes that reliably meet or exceed treatment goals and are easily operated by treatment plant staff while minimizing capital and O&M costs.

3-Dimensional CADD Modeling, Revit, and BIM 360

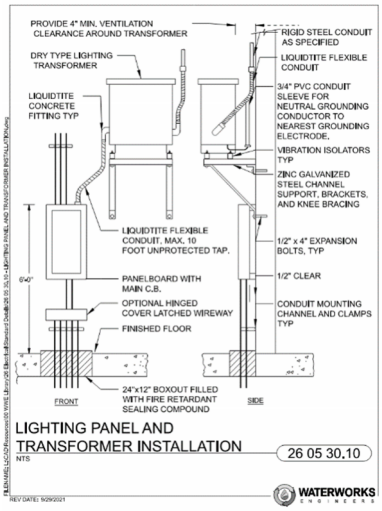
We have capabilities to perform detailed design using 3-dimensional CADD tool and combine those with Revit/BIM 4D building information modeling application capable with tools to plan and track various stages in the building's lifecycle, from concept to construction and later maintenance and/or demolition. This is our standard practice and leads to better coordination, integrated cross-checking, and clearer contract documents. The 3-dimensional CADD Model also functions as an invaluable communications tool, allowing better and more thorough visualization of the finished product at every stage of design, bidding, and construction. Production of 3-dimensional PDF files allow project team members anywhere in the world to view the CADD model and review a 3-dimensional image of the facility during any stage of the design process.

The 3-dimensional CADD models provide a clear understanding of facility geometry, access and clearance issues, and overall system functionality, help bidding contractors quickly understand the project, expedite the bidding process, and help on site construction and inspection personnel quickly familiarize themselves with the facility.

Structural, Mechanical, and Site Design

Whether we are designing a well booster station, sewer lift station, or a treatment plant component, our civil, mechanical, and structural designers and engineers work closely in developing the site layout and necessary components for robust O&M procedures. This includes buildings, drainage and grading, utilities, electrical, retaining walls, parking lot, access roads and bending radius of utility trucks, fences and gates, security measures, fuel and chemical storage, odor control, onsite generator, as well all other components required for robust O&M procedures.

Electrical, Control, and SCADA

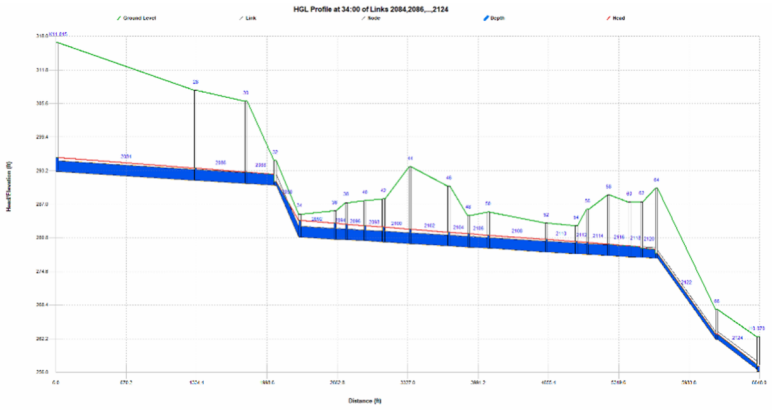


Water Works Engineers provides Electrical, Instrumentation & Control (I&C), as well as Supervisory Control and Data Acquisition (SCADA) services for all projects we are involved with. We have an extensive library of standard details and specifications that we can quickly use to supplement the City's standard in any project. In addition, we can team up with any trusted subconsultants, that may have better local knowledge, if recommended by the City.

Infrastructure Computer Network Analysis

Water Works has an extensive familiarity with the industry standard water and wastewater computer modeling software packages, including but not limited to InfoSewer, InfoWater, and InfoWorks ICM. For instance, the City's sewer hydraulic model in Innovyze InfoSewer has been discontinued by Innovyze and its parent company AutoDesk and every agency or consultant with an existing license is unable to renew whenever their individual licenses expire in 2024.

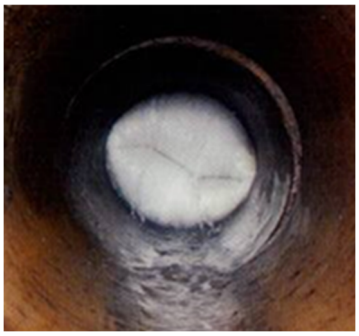
It is anticipated that Innovyze will push for the City to upgrade at significant subscription-based cost to the non-ArcGIS Innovyze InfoWorks ICM (assuming the City owns and operates its existing sewer hydraulic model). This is a very robust software with integrated storm 2D surface modeling features that is not needed by most users. InfoWorks ICM is a standalone program and does not have any connectivity to ArcGIS databases. It is our opinion that there is a significant benefit to maintaining a sewer hydraulic model within an ArcGIS environment and Water Works could do so with Aquanuity AquaTwin Sewer, which is a streamlined and lower cost alternative to InfoWorks ICM. Currently there is tremendous pressure on current InfoSewer license holders to the get their sewer models imported into a new software as soon as possible and there is very limited information and upgrades processes to do so. Water Works is assisting several clients with this exact transition and has developed an approach and procedures to import and validate existing sewer models, be it Innovyze InfoWorks ICM or Aquanuity AquaTwin Sewer. We look forward to discussing this with you and developing the right tactic for the City, whether the City is interested in purchasing the select software and maintaining the model in house, or tasking that to an experienced Consultant like Water Works.



Pipe Rehabilitation/Replacement and Trenchless Construction

Our team specializes in water and wastewater infrastructure condition and capacity assessment; rehabilitation and replacement recommendations; capital improvement project planning and prioritization; and the rate studies and financial planning to support these programs. Our assessment projects include CCTV, manhole and lift station inspections; energy audits; flow monitoring; smoke and dye testing; C-factor testing; hydrostatic and ultrasonic leak detection; fire hydrant flow testing; and water quality sampling and flushing.

Our use of performance-based specifications allows us to competitively bid traditional versus trenchless construction methods against one another, often resulting in cost savings to our clients. Water Works has worked with our geotechnical firms to develop an approach that ensures we have the subsurface information to select the appropriate construction method and specify mitigation measures to ensure success. Our trenchless project experience includes horizontal directional drilling, auger bore and jack, micro-tunneling, pipe-bursting, pipe-reaming and -ramming, Cured-in-Place Pipe (CIPP), Spiral Wound Pipe Liner (SWPL), sliplining, and spray applied coatings, as well as structural rehabilitation of wet wells, manholes, and other structures. We have valuable past project experience to draw on for any project assigned to us.



Collection System Management, Operations, and Maintenance Assistance

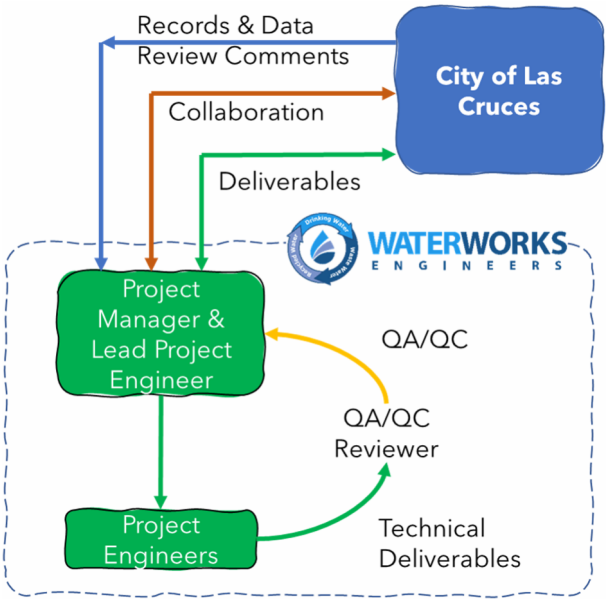
Water Works offers proven experience in asset management; operation and maintenance program development; water quality assessment, and regulatory compliance. Some of our expertise in this area includes:

- Facility Operation and Maintenance (O&M) Manuals
- Lift Station and Manhole Inspections
- Closed Circuit Television Inspection (CCTV)
- Standardized Defect Coding (PACP, MACP, LACP)
- Construction Methodology Analysis
- Life-Cycle Cost Analysis / Business Case Review
- Predictive Asset Failure Modeling
- Standardized Specifications
- Water and Sewer Ordinances
- System Mapping/GIS Data Integration
- Computerized Maintenance Management Systems (CMMS)
- Field Data Information Management
- Odor / Corrosion Control Programs
- Biosolids and power generation
- Sewer Hydraulics and Modeling
- Flow Monitoring
- Infiltration and Inflow Assessment
- Smoke and Dye Testing
- C-Factor Testing
- Hydrostatic / Ultrasonic Leak Detection
- Hydrant Flow Testing
- Water Quality / Flushing Programs
- Overflow & Emergency Response Plans
- Standardized O&M Procedures (SOPs)
- Fats, Oils & Grease Control Programs
- Public Outreach / Notification Programs

Regulatory, Permitting, and Funding Assistance

Water Works team has a wide range of experience working with state or federal agencies through the western United States. With respect to permitting, our team has a successful history and relationship with local, state, and federal agencies over the years. With our full depth and breadth understanding of the Western water needs, we can quickly establish connections to help fast track any regulatory, permitting, or funding assistance the City may need.

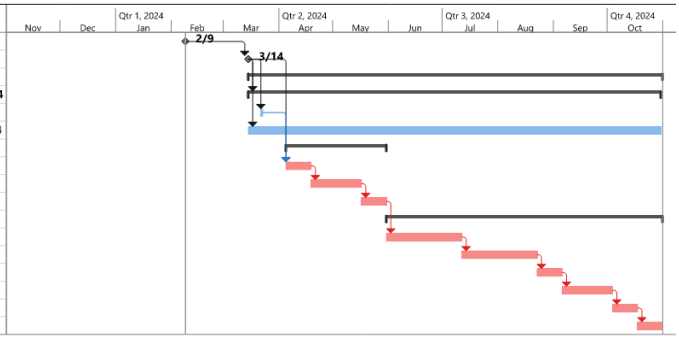
Project Management, QA/QC, and Schedule



At Water Works, we believe and insist that our Project Managers (PM) have an in-depth involvement and contribute towards the technical execution of projects they manage. They are not only aware and responsible for project management tasks and functions but *are involved and integrated into the design decision making process at all levels with all disciplines.* This significantly differentiates us from other firms. Quality, budget, and schedule performance are all optimized when technical issues are identified and resolved as early as possible in the project delivery process. A cornerstone of our Quality Control philosophy, and our work philosophy in general at Water Works is that senior staff are integrally involved with the development of all deliverables, and that junior level staff are not left to produce a majority of the work without hands-on involvement and mentoring from our highly experienced staff. Junior level staff perform tasks that are appropriate for their level of experience which helps improve the cost efficiency of our work, but are not thrown in "over their heads", which is a common root cause of projects that go "off the tracks".

All technical work products are reviewed with the Quality Assurance/Quality Control (QA/QC) Reviewer in an internal workshop setting prior to finalizing Project Deliverables. The QA/QC Reviewer for this project will be involved on a daily basis, to "check in" on the work and ensure that key client concerns and over-arching project requirements are addressed throughout the project execution. Our project managers will work with the City's project managers to develop specific project schedules. These projects will be created using the Critical Path Method (CPM) and will be frequently updated and submitted at each project milestone. In addition, we will include review periods, typically 2 weeks, at each deliverable, followed by a review workshop opportunity, where we sit down with the City's staff to hear your feedback.

ID	Task Mode	Task Name	Duration	Start	Finish
1		Task Order Submittal	0 days	Fri 2/9/24	Fri 2/9/24
2		Notice to Proceed	0 days	Thu 3/14/24	Thu 3/14/24
3		**Project Title**	**165 days**	**Fri 3/15/24**	**Thu 10/31/24**
4		**Task 1 - Project Management**	**164 days**	**Fri 3/15/24**	**Wed 10/30/24**
5		Kickoff meeting	1 day	Fri 3/22/24	Fri 3/22/24
6		PM related tasks	164 days	Fri 3/15/24	Wed 10/30/24
7		**Task 2 - Preliminary Design Services**	**40 days**	**Fri 4/5/24**	**Thu 5/30/24**
8		Background review and site recon	10 days	Fri 4/5/24	Thu 4/18/24
9		Conceptual package	20 days	Fri 4/19/24	Thu 5/16/24
10		Review Period	10 days	Fri 5/17/24	Thu 5/30/24
11		**Task 3 - Final Design Services**	**110 days**	**Fri 5/31/24**	**Thu 10/31/24**
12		Survey services	30 days	Fri 5/31/24	Thu 7/11/24
13		80% Deliverable	30 days	Fri 7/12/24	Thu 8/22/24
14		Review period	10 days	Fri 8/23/24	Thu 9/5/24
15		100% Deliverable	20 days	Fri 9/6/24	Thu 10/3/24
16		Review period	10 days	Fri 10/4/24	Thu 10/17/24
17		Construction documents	10 days	Fri 10/18/24	Thu 10/31/24



Construction Support and Startup

Water Works has extensive experience in construction inspection, contract administration, office services during construction (review of Contractor submittals, Requests for Information, Requests for Change, etc.), final inspection and punch-list, and record drawing production. We offer these services either in a traditional Design, Bid, Build environment, or in conjunction with alternative delivery methods. Also, we provide start-up planning, operator training, process start-up support,

loop-tuning support, regulatory compliance testing and reporting, and troubleshooting of existing processes. We get our hands dirty and work by your side to get new systems operating properly, or make existing systems work better, keep projects on-schedule, on-budget, and high quality. Our services range from pressure testing, disinfection, to startup and producing O&M manuals for large treatment facilities.

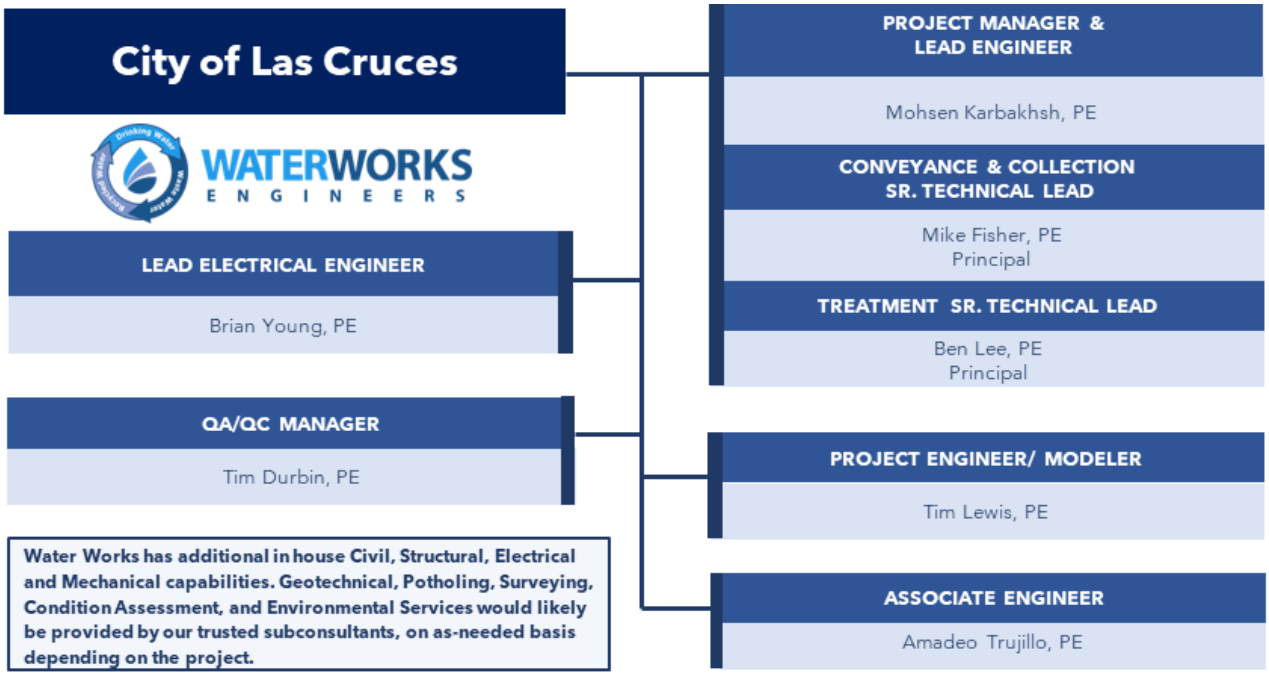
Other Tasks

Water Works will perform the majority of the required task by the City in house, however, there are a few tasks that are outside of our specialties, including but not limited to environmental studies, solids waste management, survey, as well as geotechnical assessments. In order for us to provide our established high-quality services, it is important for us to stay focused on our specialized technical services. This means we need to rely on subconsultants to provide us necessary support in other areas, upon approval of the City.

Evaluation Criteria No. 2 – Qualifications/Competence

Key Personnel

The core of the project team, and most critical to any project's success, is the Project Manager. In this instance, Mohsen Karbakhsh, P.E. will serve as Project Manager and Lead Project Engineer. Tim Lewis, P.E. will serve as Project Engineer and Amadeo Trujillo, P.E., as our Associate Engineer. Our team will be supported by Mike Fisher, P.E as Sr. Technical Lead for collection and conveyance systems (and Principal-in-Charge), as well as Ben Lee, P.E., as our Sr. Technical Lead in treatment systems, also as Principal-in-Charge. Brian Young, P.E., will be our Sr. Electrical and Control lead. Tim Durbin, P.E., will serve as our QA/QC manager as needed. The core design team at Water Works is shown in the organizational chart below.



Mohsen Karbakhsh, Ph.D., PE
Lead Project Engineer/Project Manager
NM PE – 27062 Civil
CA PE – 91008 Civil
PACP/MACP/LACP
mohsenk@wwengineers.com
(505) 932-8480

Availability: 75%
Areas of Competence
Water and Wastewater Treatment
Distribution and Collection System Modeling
Groundwater treatment and distribution

Mohsen is a civil/environmental professional engineer who lives and works locally in our Albuquerque office. Mohsen has over 9 years of experience, as well as 3 years of research experience at the New Mexico State University, where he worked on pilot scale algal bioreactors at the Jacob Hands WWTP. Mohsen's experience ranges from developing O&M manuals for existing treatment facilities, to hydraulic and process modeling (Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), GIS , condition assessment, funding, planning, design, bid, and construction of various water/wastewater treatment and infrastructure systems.

Mohsen will be the single point of contact for Water Works. The City of Las Cruces will see a familiar face who will carry the project and maintain continuous institutional knowledge. He will be committed from start to finish, working closely with City of Las Cruces, our New Mexico staff, subconsultants, and regulatory agencies, and will ensure all parties are updated accordingly. Not only will Mohsen be providing project leadership and direction, he also will be responsible for technical execution of much of the work. He will be assigning the right mix of individuals with specific experience for each type of project.

Mike Fisher, P.E.
Principal In Charge/Manager of the Firm
CA PE – 67194 Civil
UT PE – 11698124-2202 Civil
mikef@wwengineers.com
(916) 227-9027

Availability: 50%
Areas of Competence
Senior Technical Lead in Distribution and Collection System

Mike is a managing partner of Water Works Engineers with 27 years' experience and leads our Linear Infrastructure Design Group. He is proficient in hydraulic modeling; GIS; existing infrastructure condition/capacity assessment; preparation of plans and specifications; cost estimation; right-of-way assessment; and permitting assistance. Mike's experience in hydraulic analysis ranges from small 10-mile gravity only systems, to over 5,000-mile pressure and gravity systems splitting flow between multiple treatment plants that are cross-connected for redundancy. His "hands-on" approach to design, attention to detail, and exceptional communication skills are what make his projects successful.

Ben Lee, P.E.
Principal In Charge/Manager of the Firm
CA PE – 69826 Civil
AZ PE – 47622 Civil
benl@wwengineers.com
(480) 744-1374

Availability: 50%
Areas of Competence
Senior Technical Lead in
Water and Wastewater Treatment

Ben has 20 years of experience in civil and environmental engineering projects that have focused on the planning, optimization and design of water treatment and pumping facilities. As a managing partner with Water Works for the last 16 years, Ben has led our Treatment and Water Quality Design Group and is an expert in treatment technologies and design for surface and groundwater as well as water reuse system design. His work includes providing technical assistance, assuring inspection data was correctly documented and confirming compliance to all specifications and procedures as a project manager and quality assurance/quality control manager. Ben specializes in process design with conventional sedimentation, ballasted sedimentation, dissolved air flotation, and membrane filtration.

Brian Young, P.E.
Lead Electrical Engineer
AZ PE – 52847
CA PE – E20743
UT PE – 8841511-2202
briany@wwengineers.com
(480) 719-1308

Availability: 50%
Areas of Competence
Senior Technical Lead
Electrical Design
Instrumentation and Controls
SCADA
Electrical Life and Safety Systems

Brian has 34 years of experience and has acquired in comprehensive understanding of all facets of water and wastewater treatment facilities and distribution electrical and control systems. His experience includes the design of electrical systems for municipal facilities, industrial facilities, and primary electric transmission, booster and lift stations, wells, odor control stations, SCADA, and distribution lines. He has provided technical leadership, quality assurance, design, and analysis of electrical distribution and generation systems including multiple services and generators.

Tim Durbin, P.E.
Quality Assurance Manager
CA PE – 75456 - Civil
timd@wwengineers.com
(916) 460-8636

Availability: As needed
Areas of Competence
Quality Assurance/Quality Control

Tim is a civil/environmental engineer with 20 years of experience in the field of water and wastewater treatment and pumping systems. He started his career doing advanced research in wastewater chemistry, with a focus on strategies to minimize the formation of disinfection by-products. He has since applied his knowledge of chemistry and treatment processes to the design of water and wastewater treatment facilities. Mr. Durbin has worked on projects in California and other Western states related to treatment facility design, pumping of water and wastewater, chlorination, energy recovery, and chemical storage and feed system design. He currently serves as Quality Assurance Manager, where he oversees QA/QC procedures and technical reviews for projects across the firm.

Tim Lewis, P.E. **Availability:** 50%

Project Engineer
CA PE – 88367 Civil
NM PE – pending number
timl@wwengineers.com
(619) 833-6955

Areas of Competence
Master Planning and Hydraulic Modeling
System Modeling (InfoWater & InfoSewer)
Distribution and Collection System

Tim is a lead project engineer and project manager with over 9 years of experience in water, wastewater, and recycled water infrastructure projects. He is the lead project engineer for the California Collection and Conveyance Infrastructure Design Group and manages the San Diego Office. He has considerable experience in design work, route studies, and assessments for repair-replacement-or-rehabilitation projects for collection, conveyance, and recycled water systems. He has specialized in hydraulic modeling and in complex hydraulic design applications such as siphons, inverted sewer siphons, and energy dissipation outlet structures. Mr. Lewis also has experience with planning and O&M projects, project permitting, construction management, and has worked extensively within graphical information systems (GIS), AutoCAD Civil 3D, and various hydraulic modeling software programs such as Fathom, InfoSewer, InfoWater, & InfoWorks ICM.

Amadeo Trujillo, P.E.
Associate Engineer
NM PE – 28516 Civil
amadeot@wwengineers.com
(505) 659-3559

Availability: 75%
Areas of Competence
Water and Wastewater Treatment
Groundwater Well and Booster
Construction Observation

Amadeo has 5 years of experience in planning, design and construction administration of water and wastewater systems in New Mexico, since graduating from NMSU with his bachelor's degree. He has recently joined the Water Works Team and works locally in our Albuquerque office.

Principal of the Firm

Name	**Mike Fisher, P.E.** mikef@wwengineers.com • (916) 277-9027
Address	2260 Douglas Blvd., Suite 105, Roseville, CA 95661
Professional Registration	CA PE (Civil) 67194

Subconsultants

Water Works Engineers has a network of trusted subconsultants in New Mexico that can quickly team up with to meet specific needs of any project, if approved by the City.

Office Location and Performance of Work

Water Works' New Mexico office, located at **8650 Alameda Blvd NE, Suite 103E, Albuquerque, NM 87122,** will handle **90%** of the work performed from this contract. Our firm's corporate office, located at **7500 North Dobson Road, Suite 200, Scottsdale, Arizona 85256**, will perform the remaining **10%** as needed, particularly in structural and electrical engineering services.

New Mexico Project Manager

Name	**Mohsen Karbakhsh, Ph.D., P.E.** mohsenk@wwengineers.com • (505) 932-8480
Address	8650 Alameda Blvd NE, Suite 103E, Albuquerque, NM 87122
NM Registration	NM PE (Civil) – 27062

New Mexico Water Service Company On-Call Professional Engineering Services Water and Wastewater

Los Lunas, New Mexico

Project Type
Water and Wastewater On-call

Project Timeframe
2014- Present

Project Cost
Various

Team Members
Mike Fisher, Principal in Charge
Sami Kader, Principal in Charge
Mohsen Karbakhsh, Project Engineer
Tim Lewis, Project Engineer
Amadeo Trujillo, Associate Engineer

Project References
Bobby Towle, Wastewater Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
(505) 864-2218

Water Works Engineers has been providing on-call professional engineering services to New Mexico Water Service Company (NMW, or New Mexico Water) since 2014. New Mexico Water serves about 21,000 people through 10,500 water and wastewater service connections in its Rio Communities, Rio Del Oro, Meadow Lake, Indian Hills, Squaw Valley, Elephant Butte, Sandia Knolls, Juan Tomas, Cypress Gardens, and Morningstar systems.

Water Works has been involved with various past and ongoing water and wastewater on-call tasks for NMW, including the Rio Del Oro Wastewater Treatment Plant (WWTP) evaluations and upgrades. The WWTP is a Membrane Bioreactor (MBR) system with 300,000 gallons per day of Class 1A Reuse Water effluent that had high total nitrogen effluent events in the past. Water Works assisted NMW in providing engineering recommendations and modifications to achieve full nitrification at the plant. Currently, Water Works is assisting the NMW to address various upcoming collection systems and treatment tasks, including effluent monitoring well mapping, as well as collection system and WWTP master plan updates.

Additionally, Water Works is currently working with NMW on a few upcoming projects for improving the existing water distribution and storage system within the Rio Del Oro community.

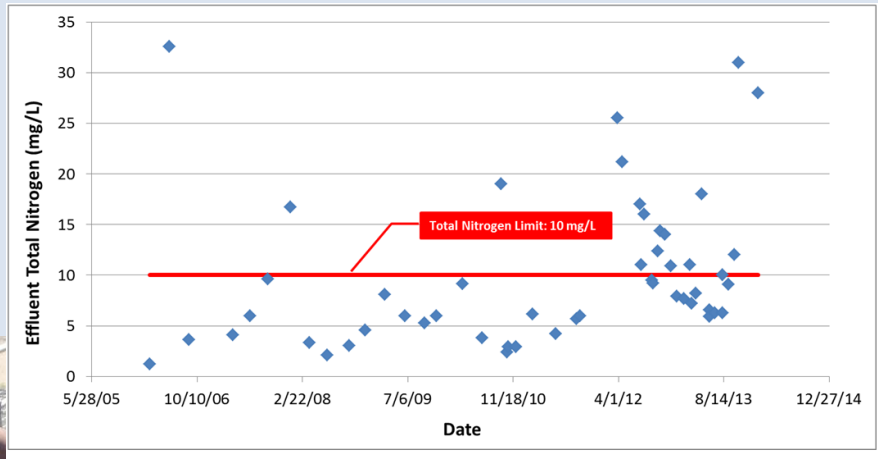


Figure 9. Rio Del Oro WWTP Historical Permeate/Effluent Total Nitrogen

City of Surprise, West Deer Valley Water Group Master Plan – Ongoing Support

Surprise, AZ

Reference: Michael Boule michael.boule@surpriseaz.gov
623-670-0281

Project Type

Water Master Planning and Detailed Design

Project Timeframe

March-June 2020

Project Cost

$1,042,000

Design: $770,000

Master Planning: $117,000

Const Admin: $155,000

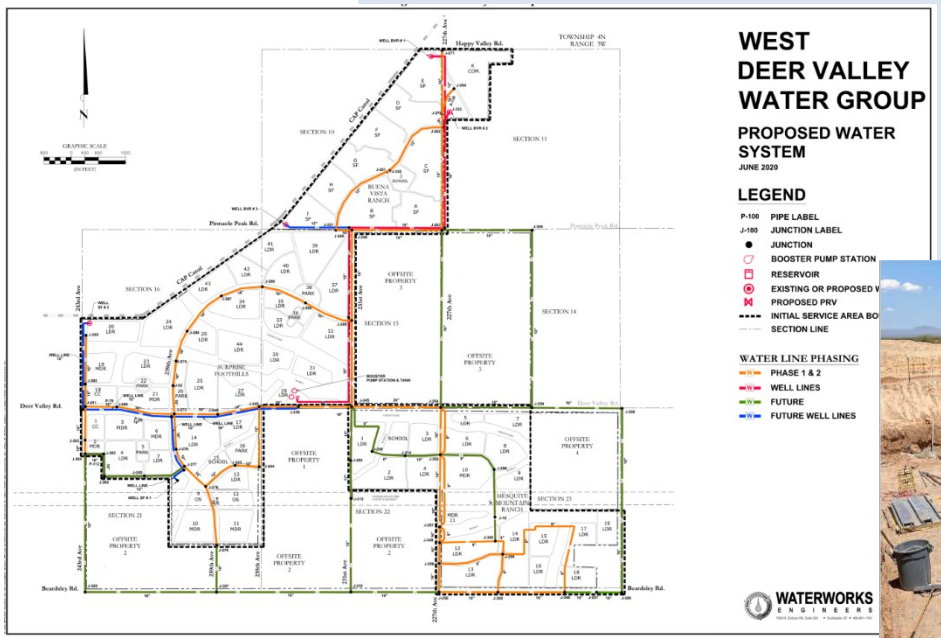
Team Members

Rob Bryant, Principal-in-Charge
Michael Jermaine, Project Engineer

Abel Ramarui, Project Engineer

WaterWorks was hired in 2008 to conduct water system master planning and first phase design and construction administration services for a water facility and two remote well sites for three master planned communities in west Surprise, AZ. The total land area contained within this master plan was 3,800 acres. These developments comprised largely of residential, commercial, and light industrial land uses. Overall, more than 11,000 equivalent dwelling units were considered in the master planning of this area. After several revisions to the conceptual design, new City standards, changes in the development and a changing ownership group, construction of the facilities started in 2022 and reach substantial completion in July 2023.

The master plan addressed the pumping, treatment, storage and distribution of the potable water for this area. It also included extensive involvement in the development agreement process, City/Developer partnering and frequent updates as new developments are proposed in what was called “offsite” service areas. These areas were included in the planning of the service area but were undefined at the onset of the project. WaterWorks has also been retained to manage the cost allocation of the facilities and absorption as new/additional developments request water from this developer group.



Water Reclamation Facility Offsite Pipelines and Pump Station Project

City of Morro Bay, CA

Reference: Greg Kwolek, 955 Shasta Avenue, Morro Bay, CA 93442, (805) 772-6564

Project Type

Wastewater Pipelines, Recycled Water Pipelines, Lift Stations, Lift Station Rehab, Injection and Extraction Wells

Timeframe

2017-ongoing

Engineering Fee: $2.7M
Estimate: $2.7M
Actual: $2.7M
Construction: $40M

Work Completed by WWE:

90%

Water Works provided design and engineering services during construction City of Morro Bay Water Reclamation Facility Offsite Pipelines and Pump Station Project and Recycled Facilities Project.

The project included over 15 miles of 12” and 16” forcemains, 16” to 20” outfall pipelines, 8” recycled water pipeline, 4” fiber optic conduit, and water pipeline relocations. The project also includes a 115-LF elevated pipe bridge over Morro Creek, a 60” bore and jack crossing under Willow Camp Creek, and a 60” casing microtunnel crossing of the City’s busiest traffic circle intersection. The selected alignment includes multiple parallel and transverse Caltrans encroachment permitting for Highway 1. Water Works provided assistance with all permitting and right-of-way, encroachment and easement procurement.

The project also included design of one 6 MGD / 50-ft TDH / 60HP and one 8 MGD / 280-ft TDH / 250-HP triplex wet pit submersible pump stations. Site improvements included 30’ deep wet wells with emergency overflow capacity; MCC, SCADA, and electrical building with restroom amenities; outdoor sound attenuated diesel driven emergency generator; odor control; and by-pass pumping connections. The work also includes the retrofit of two existing sewer lift stations and realigning the forcemains.

The work also includes the ongoing design of 4 injection wells, 2 new extraction wells, and the retrofit of 3 existing extraction wells for the City’s new recycled water facility program which will utilize the indirect potable reuse purified water from the WRF project.

This project was completed on schedule and within budget.

Drinking Water
Waste Water
Recycled Water
WATERWORKS
ENGINEERS

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Water Works Engineers, LLC (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WATER WORKS ENGINEERS, LLC	CITY OF LAS CRUCES
By: _____	By: _____
Signature Date	Signature Date
_____	Alicia Hernandez, Purchasing Manager
Print Name and Title	

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

EXHIBIT "N"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Wilson & Company, Inc., Engineers & Architects, of 414 N. Main St, Ste A, Las Cruces, NM, 88001, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Utilities Engineering Services on an as needed basis via Project Assignment Agreements (Attachment "A") during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 23-24-052, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on June 1, 2024 for a term of 5 years through May 31, 2029.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Tony Trevino
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Wilson & Company, Inc., Engineers & Architects 414 N. Main St, Ste A Las Cruces, NM 88001 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.,
ENGINEER & ARCHITECTS

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 4/30/24
City Attorney

EXHIBIT A
SERVICES

A. Project Assignments
A Project assignment is initiated by the City providing the selected Engineer a detailed project description, including scope of work and any other special instructions needed by the Engineer to prepare items such as preliminary and final cost estimates, complete project plans and specifications, project reports, and other related engineering services. The awarded Engineers shall provide engineering services that may include but not be limited to, the following:
1. Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance.
2. Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design)
3. Computer network analysis for Gas (GasWork), Water (InfoWater), and Wastewater (InfoSewer). The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility
4. Solid waste studies, landfill system design and analysis
5. Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City
6. Geotechnical Assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City
7. Expert witness in a judicial and/or quasi-judicial setting.
8. Project Management
9. Construction Inspection.

B. Project Assignment Agreements
A Project Assignment Agreement (a template of which is incorporated herein as ATTACHMENT “A”) will be negotiated and executed on a case-by-case basis for each specific project, and will include a cost proposal from the Engineering firm(s) proposing to do the work. The cost proposal may utilize one of the following pricing formats:
1. Lump Sum
2. Unit pricing to include:
    a. Hourly rate for various types of services requested by the City
    b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
    c. A statement of the billing procedures including minimum billing units, if any.
    d. Cost of sub-consultants (if any)
3. An alternative unit cost breakdown

C. Deliverables
Each project contract will require a list of deliverables, schedule/timeline and cost. The

Engineer may be required to supply to the City an of the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
   a. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be submitted via City approved methods drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or “data about the data” shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
      - Name, address and phone number of the responsible land surveyor.
      - Date of completion of survey.
      - Equipment used to conduct the survey.
      - Horizontal and vertical control marks used to tie the survey to the City approved control.
      - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
   b. “RECORD DRAWINGS” shall be clearly labeled on each sheet.
3. Computer network analysis for gas, water, and wastewater shall be provided to the City in appropriate electronic format. It shall include the entire model, including changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer network analysis shall be provided using the software listed below. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility.
   a. Computer network analysis for Gas: GasWork
   b. Computer network analysis for Water: InfoWater
   c. Computer network analysis for wastewater: InfoSewer
   d. Other design computer programs as approved by the City
4. Project reports.
5. Any other item specified in the contract for that project
6. Easement map and recording information

D. The selection of an Engineer for a specific project shall be based on experience with similar projects, references, performance in similar projects, and availability. This will include the ability to meet schedules, cost control, and responsiveness to client.

E. The Engineer shall have an engineering staff on-site everyday who is responsible, on behalf of the Engineer, for providing timely completion and response for performance of the terms of each Project Assignment Agreement during the progress of each individual project. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City prior to the start of any individual project.

ATTACHMENT C – COST PROPOSAL FORM RFP 23-24-052 – Utilities Engineering Services
(NOTE: This form shall not to be modified in any way)

Consulting Firm Wilson & Company, Inc., Engineers & Architects

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE*
1	Principal Engineer	$ 298.00
2	Project Engineer/Project Manager	$ 222.50
3	Senior Engineer	$ 256.00
4	Design Engineer	$ 164.00
5	Engineer Intern	$ 124.00
6	Engineering Technician	$ 134.50
7	Drafting Technician	$134.50
8	Survey Crew**	$245.00
9	Construction Inspector/Observer	$149.00
10	Administrative/Clerical	$ 73.50
11	Field Testing and Investigations	$149.00
		PERCENT MARKUP
12	Subcontractor Cost Markup	(%) 10
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
13	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
14	Vehicle Mileage Rate (per mile)	Current IRS Rate
	Reproduction Services	
15	Black and White Copies (per copy)	$ 0.13
16	Color Copies (per copy)	$ 0.57
17	Prints 24x36 (per sheet)	$ 1.98 (b/w)
18	Mylars 24x36 (per sheet)	$10.75 (b/w)
19	Photo Quality Plots (per plot)	$5.20 (color)
	Miscellaneous	
20	Any other costs incurred	Case by Case Basis

**Rates are to include all overhead costs and any and all assessment expenses*

***Survey Crew Rates are to include GPS and Total Station Equipment*

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates

2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	98.50	148.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	113.50	170.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	128.00	192.00
A4	ARCHITECT/(LICENSED)	143.00	214.00
A5	ARCHITECT (LICENSED)	176.50	176.50
A6	ARCHITECT (LICENSED)	210.00	210.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	65.00	97.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	69.50	104.00
AD3	ADMIN ASST III/ RECEPT/MAINTIII	73.50	110.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	104.00	104.00
FC1	CONSTRUCTION OBSERVER	67.00	101.00
FC2	CONSTRUCTION OBSERVER	92.50	138.50
FC3	CONSTRUCTION OBSERVER	101.00	151.00
FC4	CONSTRUCTION OBSERVER	119.50	179.50
FC5	CONSTRUCTION OBSERVER	149.00	149.00
FC6	CONSTRUCTION OBSERVER	172.00	172.00
FC7	CONSTRUCTION OBSERVER	241.50	241.50
FS1	CHAINMAN	63.00	94.50
FS2	RODMAN	69.50	104.00
FS3	INSTRUMENTMAN	80.00	119.50
FS4	PARTY CHIEF	107.00	160.50
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	138.50	138.50
FS6	DEPARTMENT HEAD	187.00	187.00
FS7	SR DEPARTMENT MANAGER	237.50	237.50
IA1	INTERN	61.00	91.50
IA2	COLLEGE STUDENT	71.50	107.00
IA3	GRAD STUDENT/COLLEGE GRAD	77.50	116.50
IA4	GRAD STUDENT/COLLEGE GRAD	80.00	119.50
OD1	APPRENTICE DRAFTER	82.00	123.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	90.50	135.50
OD3	DRAFTER, DETAILER	98.50	148.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	113.50	170.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	134.50	134.50
OD6	CHIEF DRAFTER	153.50	153.50
OF6	ASSOCIATE VICE PRESIDENT	266.00	266.00
OF7	VICE PRESIDENT	298.00	298.00
OF8	SR VICE PRESIDENT	352.00	352.00
OP1	APPRENTICE STEREO OPERATOR	82.00	123.00
OP2	STEREO OPERATOR	90.50	135.50
OP3	STEREO OPERATOR	98.50	148.00
OP4	SR STEREO OPER, SQUAD LEADER	113.50	170.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	140.50	211.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	197.50	197.50
OP7	CHIEF PHOTOGRAM	229.00	229.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	113.50	170.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	124.00	186.00
P3	STAFF DETAIL DESIGNER (UNLIC)	132.50	198.50
P4	STAFF DETAIL DESIGNER (LICENSED)	164.00	245.50
P5	PROJECT DESIGNER (LICENSED)	222.50	222.50
P6	PROJECT DESIGNER (LICENSED)	256.00	256.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	298.00	298.00
PD1	DETAIL DESIGNER (UNLICENSED)	101.00	151.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	122.00	182.50
PD3	SENIOR DESIGNER II	134.50	201.50
PD4	SENIOR DESIGNER III	153.50	230.00

Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
PD5	SENIOR DESIGNER	172.00	258.50
RP1	RAILROAD PROFESSIONAL	155.50	233.00
RP2	RAILROAD PROFESSIONAL	166.00	249.00
RP3	RAILROAD PROFESSIONAL	180.50	271.00
RP4	RAILROAD PROFESSIONAL SENIOR	195.50	195.50
RP5	RAILROAD PROFESSIONAL MANAGER	210.00	210.00
RP6	SENIOR RAILROAD SPECIALIST	241.50	241.50
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	67.00	101.00
SP2	SR RE SPEC/PUBLIC INVOL/CONSULT/OTHER	98.50	148.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	128.00	192.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	164.00	245.50
SP5	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	180.50	180.50
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	258.50	258.50
SP7	SR AVP/VP/OPS MGR	262.50	262.50
PL1	PLANNER	82.00	123.00
PL2	PLANNER	101.00	151.00
PL3	PLANNER	124.00	186.00
PL4	PROJECT PLANNER	138.50	208.00
PL5	SENIOR PROJECT PLANNER	185.00	277.00
PL6	SENIOR PROJECT PLANNER	256.00	256.00

Direct Expenses Unit Pricing		
Unit/Description	**Metric**	**Billing Rate**
5100-Traffic Counter Turning	**day**	**52.00**
5110-Traffic Counter Tube	**day**	**105.00**
5120-Traffic Counter Video	**day**	**262.00**
6010-GPS Equip Daily	**day/unit**	**132.00**
6020-Nuclear Densometer	**day**	**105.00**
6030-Mapping Workstations	**hr**	**10.00**
6050-3D Laser Scanner	**day**	**630.00**
6070-Hydro Equip Daily	**day**	**132.00**
6080-Robotic Total Station	**day**	**132.00**
6090-Unmanned Aerial System (UAS)	**day**	**210.00**
7010-Project Miles	**mi**	**0.70**
7020-Survey Miles	**mi**	**0.70**
7030 ATV Use	**day**	**100.00**
7070-Use of Emp Veh	**mi**	**0.80**
9140-Excavator (Daily)	**day**	**263.00**
9145-Excavator (Weekly)	**wk**	**788.00**

RFP 23-24-052 **Technical Proposal**

UTILITIES ENGINEERING SERVICES

PRESENTED TO

CITY OF LAS CRUCES

WILSON & COMPANY
HIGHER RELATIONSHIPS

Contents

Firm Commitment

Organizational Structure 1

Criteria 1

Technical approach 1

Criteria 2

Qualifications/competence 6

Criteria 3

Performance of the firm.....13

Appendix

RFP Compliance Declaration

NM Resident Business Certificate

Las Cruces Business Certificate

WILSON & COMPANY
HIGHER RELATIONSHIPS

414 N. Main Street, Suite A
Las Cruces, NM 88001
575 527 9257 (phone)
575 527 9258 (fax)
wilsonco.com

February 27, 2024

City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Suite 3100
Las Cruces, NM 88001

Re: RFP # 23-24-052, Utilities Engineering Services

Dear Selection Committee Members,

The City of Las Cruces (City) provides a critical service to the community by maintaining and improving infrastructure to enhance safety and support growth. Wilson & Company, Inc., Engineers & Architects (Wilson & Company) has provided many services to the City over the past decade, and we look forward to continuing our partnership with the City. Our local team will focus on collaboration, building on our strong relationship to meet your goals. We will remain dedicated to delivering successful projects by:

Employing the same team that knows your processes and procedures. Our unmatched knowledge from prior City contracts will minimize delays and readies this team for action. Since 2014, our Las Cruces office has grown to over 30 employees and is supported by 212 employees statewide. Our strategic partners, Intertek PSI Solutions (Intertek-PSI) and Construction Survey Technologies, Inc (CSTi), have local experience and are eager to provide geotechnical, construction materials testing, and groundwater sampling services, as needed.

Developing engaging, design-innovative concepts while meeting your on-call objectives. Our Wilson & Company staff brings performance-based solutions to a growing community. Our team's on-call experience reflects many years of dedicated technical know-how to address your infrastructure challenges and provide efficient solutions to optimize your budget. Our roadway engineers, drainage engineers, surveyors, environmental scientists, and construction administration professionals have the experience to control costs and initiate early coordination efforts to prevent delays if needed. This background enhances quality control and keeps projects on schedule to deliver a product that meets your expectations.

Our office is only minutes from City Hall on Main Street, which enables our team to continue developing our partnership with the City, contributing to improving your infrastructure with our knowledge, experience, and enthusiasm for collaboration. We support your goals to achieve a safer and more connected community and help accomplish your on-call objectives. We trust the information provided helps you realize we are the most qualified team for the on-call contract. If additional information is required, please reach out to Brian at 602 283 2720 or email brian.mcbride@wilsonco.com.

Sincerely,

Brian McBride, PE
Vice President,
Water/Wastewater Service Unit Manager

Brigitte Fuller, PE
Program Manager

Firm Commitment

Wilson & Company is committed to providing excellence in client services. Higher Relationships is the foundation of this commitment. Focusing on continuous improvement, 91 years of project lessons learned translates to experienced design services. Our experience is important, but what matters most is your experience. That is why we focus on your specific needs to deliver professional services with Higher Relationships in mind.

Organizational Structure

Wilson & Company is headquartered in Albuquerque, New Mexico, and has brought more than 700 people together in 15 offices over nine states to hone their craft with us. Our services include civil, mechanical, electrical, and structural engineering; architecture; planning; biology; surveying; mapping; geographic information system (GIS) specializations; drone piloting; financial analyses; program management; construction administration and inspection; and a growing number of multidisciplinary specialties. We seek to create value for a diverse client base, including federal and municipal governments, public transportation agencies, railroad companies, industrial and commercial corporations, and private developers.

With over 200 employees in New Mexico, we provide a full range of in-house engineering services that are available to support the City in your utility on-call projects.

91 years in business

81 years in New Mexico

10 years in Las Cruces

In ten years, our Las Cruces office has grown to 32 experienced staff who are only minutes from the City's office to provide quick response to the City's on-call needs.

Las Cruces staff	
Civil engineer (PE)	3
EIT	4
CADD technician	2
Engineering technician	1
Archaeologist	1
Environmental PM	1
Water/wastewater engineer (PE)	2
Water resource engineer	1
Structural engineer (PE)	1
Survey technician	2
Special project coordinator	1
Senior crew chief	1
Construction manager	1
Construction observer	7
Intern	4

Criteria 1

Technical approach

Program manager Brigitte Fuller, PE, will serve as the main point of contact for the City. Brigitte will work closely with the Public Works director and design staff and be available to the City's executive team to review weekly priorities, including technical and non-technical support. During visits, Brigitte will be available to meet with staff to discuss various topics/tasks, which can be further investigated as needed. She will include additional Wilson & Company staff at these meetings for topic discussion(s) so coordination with the proper team members can occur. Brigitte will pre-schedule all City Council meetings on her calendar and be available to attend.

For every project assignment, Brigitte will work with the appropriate technical staff to properly develop a comprehensive scope of work and fee proposal that confirms both parties understand the work involved and are aligned with the project expectations and outcomes.

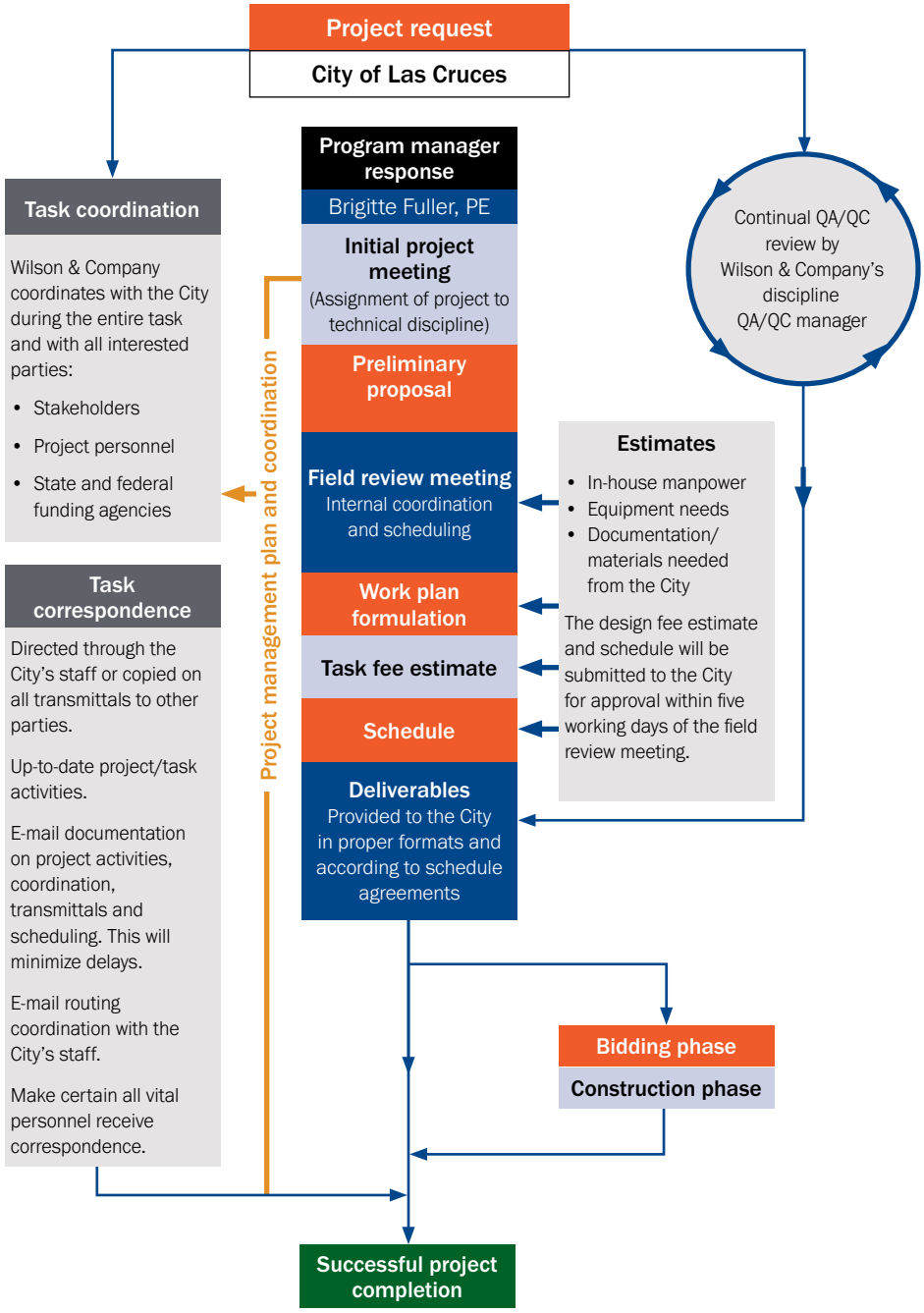
Our team will hold an initial project scoping meeting with internal team members. The goal of the meeting is to discuss the schedule and establish critical milestones and submittal dates (field check, office check, final completion, etc.). During this meeting, our team will confirm the sources of available project data, which may require supplemental field survey, data collection, or geotechnical services.

Our team will discuss the governing design criteria and design issues to make sure all parties are aware of the concerns that could be encountered. Brigitte will work with the assigned project manager to develop a Project Work Plan (PWP). The PWP is essential in our process to outline the best path to successfully completing the project and maintaining high quality deliverables following our Quality Assurance Program.

Brigitte will work directly with the City to present task orders to the City Council for acceptance where required by the City Manager for execution and move towards a Notice to Proceed (NTP).

Brigitte will provide the City and team members with a copy of the PWP. It will include the team's organizational structure (including Wilson & Company's resources as depicted in the organizational chart on page 6). Wilson & Company has committed staff with years of experience and knowledge in providing the same or similar services identified in the RFP.

Figure 1. Wilson & Company's on-call process



Major tasks to be accomplished

Successfully performing services under an on-call contract requires a team that is invested and committed to meeting your goals. Our dedicated and consistent team offers familiarity with City staff and your processes and provides expert services to reach your objectives. We offer the following services as identified in the RFP.

Computer network analyses for water, wastewater, and gas systems; design of water, wastewater, and gas utility systems; well house design; Supervisory Control and Data Acquisition (SCADA); water treatment process; master planning; feasibility studies; solid waste studies; land use permitting; subsurface utility exploration; boundary/easement survey; and National Pollutant Discharge Elimination System (NPDES) & Stormwater Pollution Prevention Plan (SWPPP) compliance: Communities depend on infrastructure to support essential services. Our team of experts and support staff are experienced in utility design for all dry and wet utilities, including gas, electric, cable, fiber optic, water, storm sewer, and sanitary sewer. We embrace sustainable design concepts, especially reuse and recharge, and many of our past projects incorporate recycled and

environmentally friendly materials. Our team has experience in the design and construction administration of utility system improvement projects; Wilson & Company offers a full spectrum of water, wastewater, and reuse-related engineering services for a diverse group of public and private clients. Our projects managers are also well versed in working with contractors for the implementation of NPDES best management practices in accordance with a SWPPP plan during construction to manage stormwater runoff by controlling peak runoff rate, improving water quality and inhibit site erosion or sediment movement offsite. Our experienced and dynamic professionals are committed to providing clients with quality, full-service engineering solutions, and our in-house expertise is valuable when planning full roadway reconstruction and mitigation of utility conflicts or relocation.

The electrical and water/wastewater design teams collaborate with each other in the development and implementation of control systems to manage the operation of booster pump stations, lift stations, and odor control stations. We assist in the development and review of process and instrumentation diagrams (P&IDs) that incorporate the necessary meters, control valves, transmitters, and gas detectors to provide monitoring and feedback of the system. Based on the P&IDs, Wilson & Company develops an input/output (I/O) list, block diagrams, and SCADA systems that are then used by third-party control system integrators who will provide the programmable logic controller (PLC) panels and control programming.

We have worked with numerous New Mexico communities to design new well houses. Most recently, we completed the Otowi 2 Well in Los Alamos, New Mexico, a 2,300-ft deep well that yields 1,300-gallons per minute (gpm). it is now the primary well source for Los Alamos.

Local survey teams have specialized experience and technical competence in a wide range of surveying and related services, including boundary/cadastral surveys, ROW and topographic surveys, alignment/utility location surveys, terrestrial lidar surveys, horizontal and vertical site control analysis, cross-section and profile surveys, legal boundary and plan and profile surveys, bathymetric and hydrographic surveys, geodetic network control surveys, construction layout and staking, rapid response emergency surveys, photogrammetric mapping control and aerial mapping, American Land Title, and GPS surveys, digital terrain modeling, and subdivision.

Electrical design (wells, booster stations, lift stations, odor control stations, building electrical system design): Our experienced electrical engineering staff has expertise in a wide range of electrical engineering services. Projects have included "green field" sites, along with challenging remodeling and existing facility modifications. Project-related experience also includes renewable energy, such as Solar Arrays and energy audits, and sports field and park lighting. We often provide construction-related services, including observation and commissioning on these projects. We also offer system analysis and code compliance review. Our electrical team works closely with our water/wastewater engineers to confirm the layouts, equipment, and overall site design is clearly and effectively completed to support efficient operation of all systems.

Design experience includes the following areas:

- PLC and control automation
- High voltage design (including substations, aerial/underground primary distribution)
- Site electrical design (includingi high mast lighting and power distribution)
- Security, fire alarm, closed circuit television (CCTV), and public address design
- Emergency power systems
- Grounding, bonding, and lighting protection
- Hazardous area electrical design
- Power generation facilities
- Rate studies and cost of service evaluation
- Groundwater testing and mitigation
- Gas distribution systems
- Control and plant automation systems
- Roadway lighting
- Groundwater wells
- Sanitary sewer lift stations
- Stormwater pump stations
- Booster pump stations
- Back-up power generators
- Chlorination stations

Computer network analysis for gas (GasWork), water (InfoWater), and wastewater (InfoSewer): Our water/wastewater engineers have a wide range

of experience in network analysis of water and sewer systems, we are well-versed in hydraulic modeling software platforms from InnoVyze (InfoWater and InfoSewer) and Bentley (WaterGEMS and SewerCAD) and have developed comprehensive system-wide models. Our experience includes transient analysis, contaminant transports modeling, operational control strategies and sequencing, fire flow analysis, sewer-shed analysis, and collection system modeling for gravity and/or low-pressure systems. These network analyses are usually a clear first-step in developing a water or sewer system design.

Solid waste studies, landfill system design, and analysis: It is inevitable that we will always produce and dispose of solid waste. However, more stringent regulations and increased public scrutiny have made locating and designing new solid waste facilities quite challenging. Our local expertise and national office network can provide you with innovative and cost-effective solutions to meet your waste management needs. Our in-house professionals provide:

- Permit registration, including preparation of general facility information, adjacent land ownership map, waste acceptance plan, transportation increase study, preliminary transfer station layout, drainage calculations, closure, and post-closure plan, and site operating plan
- Transfer station building layout
- Erosion control plan
- Design of a liner and leachate collection system and force main, leachate sump, pump, and pond design
- Groundwater monitoring wells engineering and design, and gas probe layout and design

Environmental surveys, assessments monitoring and management, such as indoor air quality, asbestos, mold, and other related services for the City: Wilson & Company's team has the expertise to provide environmental and cultural resource services including National Environmental Policy Act (NEPA) documentation; National Historic Preservation Act (NHPA) document preparation; Endangered Species Act compliance; Clean Water Act (CWA) permitting; biological and cultural resource surveys; phase I environmental site assessments (ESAs); regulatory compliance; project management; resource and environmental planning; public involvement; GIS mapping; administrative records; and agency coordination. We have a thorough understanding of NEPA as well as other federal, tribal, state, and local laws, regulations, and policies that govern Environmental Documents and land use planning.

Geotechnical assessments, such as soil and groundwater testing for contamination and remediation, and other related services for the City: With the enlistment of Intertek PSI as geotechnical Investigations experts, the Wilson & Company team offers services that include geotechnical and materials testing. These services encompass geotechnical investigations, aggregate source exploration, erosion, control design, foundation and retaining systems/ structure design, slope stability studies, deep foundation load testing, laboratory testing, quality control and quality acceptance testing, and inspection. Intertek PSI's experience with local projects like Paseo Real and County Line, Rio Grande Avenue Pavement, and Sunland Park Drive Phase I provides the technical competence and accuracy for efficient designs.

Expert witness in a judicial and/or quasi-judicial setting: Our team has provided expert investigations and testimony for several of our clients in judicial and quasi-judicial settings. We have extensive experience in handling a wide range of cases, including traffic accidents, property acquisition, and coordination issues. We closely collaborate with legal counsel to determine the issues and provide our opinions on the matter being considered. The key to our case preparation is coordination with City technical and legal staff.

Wilson & Company offers a comprehensive suite of expert witness services that include reviewing and assessing cases, coordinating special case needs, supporting the legal team in developing the case, conducting depositions, supporting plaintiff depositions, and providing expert testimony at a trial or hearing setting.

Project management: Wilson & Company's program manager, Brigitte Fuller, is the City's primary contact for on-call architecture and engineering needs. The company has selected lead engineers and architects with specialized expertise in the required disciplines and extensive experience in the region. They also engage with communities and work closely with Public Works directors and project managers to ensure higher levels

of project understanding.

The quality assurance staff will oversee technical aspects and ensure quality for each discipline. Brigitte will assign tasks and coordinate with leads for team member assignments. On-call services will receive special attention to meet your needs.

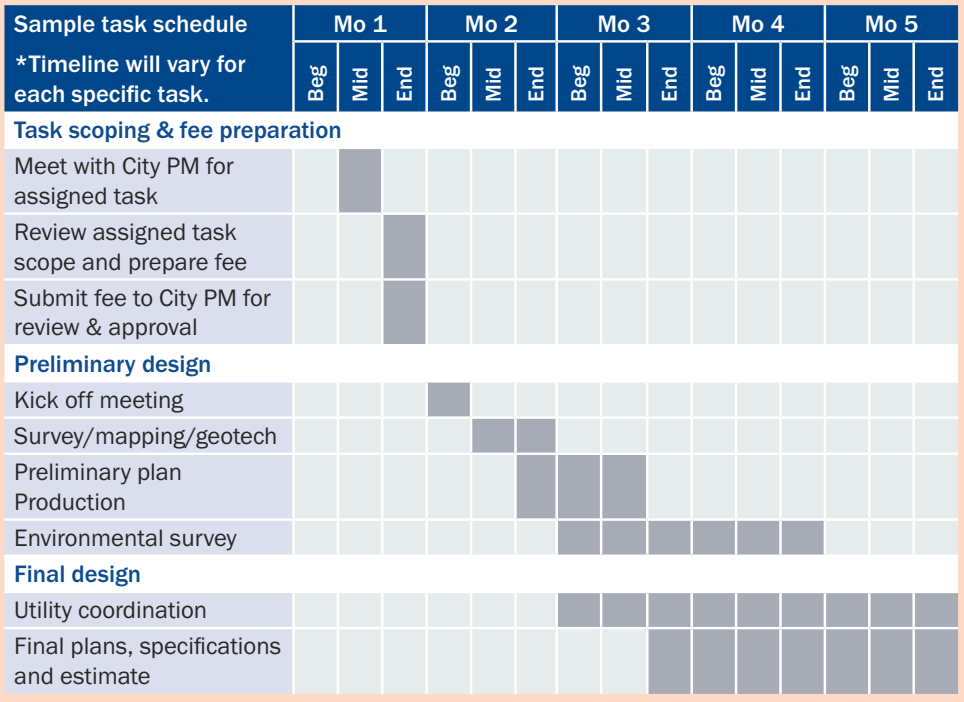
Construction inspection: A project's success is measured by the course of construction. It is in this phase that the Wilson & Company team will rise. Our experienced construction observers work closely with the design team to make certain the constructed project is in accordance with drawings and technical specifications. Our specifications detail startup procedures, documentation, and training for primary mechanical systems. Full mechanical system commissioning is an option that can alleviate many functional issues in the future. During the start-up and training phase, we work closely with the equipment manufacturer's representatives and the City's staff to make sure mechanical facilities are working correctly.

Our construction administration team is well versed in construction documents including Engineers Joint Contract Documents Committee (EJCDC), The American Institute of Architects (AIA), Community Development Block Grant (CDBG), New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, New Mexico American Public Works Association (APWA) Specifications for Public Works Construction, Uniform Building Code, International Building Code, Uniform Plumbing Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and SWPPP.

Our inspectors are certified by the National Institute for Certification in Engineering Technologies (NICET) and American Concrete Institute (ACI). Inspectors are also certified to operate nuclear densometers and regularly attend courses at the Associated Contractors of New Mexico (ACNM) facility in Albuquerque and attend other local and regional trainings.

Project schedule/timeline

Our project schedule is the cornerstone of our project management strategy. We've created a sample schedule demonstrating our commitment to achieving each project milestone. The project milestones are the building blocks of our internal project timeline, which will be a tool to track our progress. This timeline will sequentially outline the tasks to move from one milestone to the next. Our internal timeline will be realistic and adjustable to meet the scope of work and the City's needs, reflecting our commitment to your schedule; it also facilitates keeping the tasks on time and on budget.



Criteria 2

Qualifications/competence

Key personnel

● Las Cruces staff
♦ Key personnel

CITY OF LAS CRUCES

Principal-in-Charge
Brian McBride, PE ♦

Regional Practice Lead/ QA/QC Manager
Brian Ambrogi, PE ♦

Program Manager
Brigitte Fuller, PE ● ♦

Project Team

Water, Wastewater, and Utility System Design
Alfredo Holguin, PE ● ♦
Kayla Sparks, PE ●
Madai Hernandez, PE
Mark Torres, EI
Erika Martinez, EI
Marco Cortez ●

Electrical Design/SCADA
Jay Prier, PE ♦
Mark Hess, PE
Mark Wentzel, PE, LEED AP ♦

Subsurface Utility Engineering (SUE) Services
CSTi

Mechanical/Electrical
Mark Wentzel, PE, LEED AP ♦
Marc Hess, PE

Computer Network Analysis
Mark Nasi, PE ♦
Dali Aguilar ●

Solid Waste Studies, Landfill System Design and Analysis
Lidia Cepeda, PE ♦

Environmental Surveys, Assessments Monitoring and Management
Kariann Sokulsky ● ♦
Blake Roxlau

Geotechnical Services
PSI Intertek
Ruben Barrientos, Jr., PE, PMP

Expert Witness
Dan Aguirre, PE
Scott Perkins, PE

Project Management
Alfredo Holguin, PE ● ♦
Lidia Cepeda, PE ♦
Kariann Sokulsky ● ♦
Jay Prier, PE ♦

Construction Inspection
Todd Gonzales ● ♦

To provide a quick response and the highest technical capability to the City, Brigitte will rely on several project managers' technical expertise and experience. Our project managers will be instrumental in completing all aspects of this on-call contract, with each individual having unique and specialized skills to benefit the City. Brigitte will coordinate all team activities identified in the project structure and serve as the single point of contact for the City.

We expect to perform 85% of the work out of our Las Cruces office and the remaining from our El Paso, TX and Albuquerque, NM offices.

85% 414 N. Main Street, Suite A
Las Cruces, NM 88001

10% 5044 Doniphan Drive,
Building D
El Paso, TX 79932

5% 4401 Masthead Street NE
Suite 150
Albuquerque, NM 87109

Our extensive history of delivering professional services to municipalities, counties, and local agencies throughout New Mexico and the greater Southwest provides you with a team poised to carry on a history of excellence to your program.

Brian McBride, PE | Principal-in-charge

Experience
32 years

Education
M.S., Civil Engineering, Drexel University, 1995

B.S., Civil Engineering, Drexel University, 1994

License
TX PE #1025609

Availability
10%

Brian is the principal member, responsible for the administration of the contract.

He is located at:
4401 Masthead Street NE
Albuquerque, NM 87109

P: 505 348 4076

Brian is a highly experienced professional in the water and wastewater field, offering program and project management, detailed design, construction services, and engineering studies. He has managed alternative delivery projects such as design-build and construction manager at risk (CMAR). Brian has extensive experience in detailed design, including water and wastewater treatment facilities, reservoirs, pump and lift stations, and pipelines. Additionally, he has performed engineering studies including treatment facility plans, feasibility studies, and site location studies.

Experience:

- Gallup Regional Wastewater Management Preliminary Engineering Report, Gallup, NM | QA/QC manager
- Wastewater Capacity Planning/Improvements, City of Casa Grande, AZ | Project manager
- Water and Sewer Improvements On-Call, City of Nogales, AZ | Project manager

Brigitte Fuller, PE | Program manager

Experience
27 years

Education
B.S., Civil Engineering, New Mexico State University

License
NM PE #15102

Availability
30%

Brigitte is responsible for and in direct charge of the work.

She is located at:
414 N. Main Street, Suite A
Las Cruces, NM 88001

P: 505 948 5121

Brigitte specializes in roadway and drainage design, with responsibilities in project management and administration, client interface, and project design. Her experience ranges from roadway design and reconstruction projects to transportation-related drainage design involving hydrology/hydraulics and channel stability, scour analyses, and floodway inundation. She also oversees resource allocation, planning, and risk assessment.

Experience:

- East Mesa Public Recreation Sports Complex, Phase 1, City of Las Cruces, NM | Project manager
- East Mesa Road Study and Access Road Design, City of Las Cruces, NM | Project manager
- Aztec Arterial Route, City of Aztec, NM | Project manager
- 4th Street Roadway Reconstruction and Drainage Improvements—Phase I, City of Anthony, NM | Project manager
- Taylor Ranch Park—Phase 1, City of Hobbs, NM | Project engineer

Brian Ambrogi, PE | Regional practice lead | QA/QC manager

Experience
28 years

Education
M.S., Civil Engineering, University of New Mexico

B.S., Civil Engineering, University of New Mexico

License
NM PE #17610

Availability
30%

Since 2001, Brian has held the position of Southwest Region water and wastewater engineering manager at Wilson & Company. He has an impressive track record of successfully completing projects ranging in construction costs from $20,000 to $31,000,000, including planning and designing water and wastewater facilities, utility master plans, sanitary sewer collection system designs, lift station and forcemain designs, and non-potable reuse systems for communities in New Mexico, Colorado, Kansas, and Oklahoma. Brian possesses extensive expertise in the company's quality control procedures and understands the standard level of care required to deliver successful results for the City's projects.

Experience:

- Ohkay Owingeh Wastewater Treatment Plans (New 0.233MGD activated sludge WWTP), Ohkay Owingeh, NM | Project manager
- High Resort Roadway Reconstruction Project (1.6-miles of recycled water line design & CM), City of Rio Rancho, NM | Lead utility engineer
- Casa Grande West Area Sanitary Sewer Interceptor (1-mile of 36" sanitary sewer interceptor), Casa Grande, AZ | Project manager
- Route 66 Visitors Center Water and Sewer Extension (1.5-miles of waterline, and 2-miles of sanitary sewer) – Albuquerque Bernalillo County Water Utility Authority, Albuquerque, NM | Project manager and lead engineer

Alfredo Holguin, PE | Water, wastewater, and utility system design | Project management

Experience
18 years

Education
B.S., Civil Engineering Technology, New Mexico State University

License
NM PE #24895

Availability
30%

Alfredo has worked with communities throughout the Southwest to prepare multidisciplinary project deliverables, including water and wastewater system analyses, planning documents, design plan sets, and construction project manuals. Alfredo manages projects through multi-phase construction while coordinating effectively with all project stakeholders, including funding and regulatory agency representatives. His project experience ranges from rehabilitating and replacing existing infrastructure to planning, designing, and constructing new facilities to meet the ever-changing demands of growing communities.

Experience:

- East Mesa Recreation Complex, City of Las Cruces, NM | Project engineer
- Lordsburg WSI Phase 1(Transmission and Distribution Replacements), Lordsburg, NM | Project manager
- Lordsburg WSI Phase 2 (New Reverse Osmosis [RO] Facility for Fluoride), Lordsburg, NM | Project manager
- Rodey Lift Station Improvements (New Duplex Station & FM), Hatch, NM | Project manager
- Storm Pump Station Imp. (200HP triplex and Controls replacement), Hatch, NM | Project manager
- Municipal Water Asset Management Plan, City of Truth or Consequences, NM | Project manager

Lidia Cepeda, PE | Solid waste studies, landfill system design and analysis | Project management

Experience
7 years

Education
M.S., Environmental Engineering, Texas Tech University

B.S., Environmental Science, New Mexico State University

License
NM PE #25667

Availability
30%

Lidia has utility system planning, analysis, and design experience involving hydraulic system modeling for water networks and sanitary sewer systems (gravity and pressure). Lidia assists communities in applying for U.S. Department of Agriculture Rural Development (USDA RD) programs to fund utility improvements, from preliminary steps of identifying system deficiencies for inclusion in the Preliminary Engineering Report (PER) to USDA Rural Development application assistance.

Experience:

- Loving Effluent Polishing Pond #3, Village of Loving, NM | Project manager
- Otowi Well #2 Equipment, Los Alamos, NM | Project engineer
- Milan Wastewater Treatment Plant, Village of Milan, NM | Project engineer
- Jemez River Flume Reconstruction, Pueblo of Zia, NM | Project manager
- Grants Wastewater System Improvements Phase 1 PER, City of Grants, NM | Project engineer
- Loving Wastewater PER, City of Loving, NM | Project engineer

Mark Nasi, PE | Computer network analysis

Experience
34 years

M.S., Civil Engineering, University of New Mexico

B.S., Mechanical Engineering, University of New Mexico

License
NM PE #13076

Availability
30%

Mark specializes in project management, planning, design, construction, and civil water/wastewater design. Mark's technical expertise includes GIS mapping, utility infrastructure asset management, water and sewer pump station design, design of wastewater treatment systems, and water and wastewater infrastructure.

Experience:

- Drinking Water State Revolving Loan Fund (DWSRLF) Water System Improvements, City of Truth or Consequences, NM | Project manager
- Old Grants Wastewater System Improvements, City of Grants, NM | Project manager
- Santo Domingo Galisteo Lift Station, Santo Domingo Pueblo, NM | Project manager
- Main Street District Water Improvements, Truth or Consequences, NM | Project manager
- Old Grants Water System Improvements, City of Grants, NM | Project manager
- Morgan booster & Austin Street water improvements, City of Truth or Consequences, NM | Project manager
- Grants Water System Hydraulic Model, City of Grants, NM | Project manager

Jay Prier, PE | Electrical design/SCADA | Project management

Experience
27 years

Education
B.S., Electrical Engineering, Iowa State University

License
TX PE #96912

Availability
30%

Jay has extensive engineering and electrical design experience specializing in power distribution system design, analog and digital control systems, protective relaying, and power plant field engineering during construction and system commissioning. Jay has served as a design engineer, field engineer, and senior project manager. His project management experience includes the coordination of multidisciplined teams from project concept to construction drawings and commissioning to startup. Jay works with staff to support full-cycle procurement activities of engineered equipment and subcontracts. Jay has managed engineering teams of over 100 staff, multiple office locations, and across continents. He provides internal team coordination, coordination with multiple consultants, and coordination with several project teams.

Experience:

- Wolf Hollow #2 Collector Yard, Exelon, Granbury, TX | Senior project manager
- Wolf Hollow #2 Power and Colorado Bend Distribution Centers, Exelon, Granbury, and Wharton County, TX | Senior project manager
- Ft. Carson Army Base Electrical Engineering Support, Pro2Serve, Fort Carson, CO | Project manager
- Border Infrastructure, U.S. Army Corps of Engineers, Albuquerque District, Lukeville, AZ | Electrical engineering manager
- PS2APS Battery Addition, Albuquerque Public Schools, NM | Project manager

Mark Wentzel, PE, LEED AP | Mechanical/electrical | Electrical design/SCADA

Experience
31 years

Education
B.S., Architectural Engineering, Kansas State University

License
NM PE #17012

Availability
30%

Mark has 31 years of experience in mechanical and electrical building design and is responsible for the mechanical systems design and specification, construction administration, and general administration of mechanical, electrical, and plumbing facilities projects. He has worked on a wide variety of projects including educational facilities, industrial and rail operations, federal and state facilities, office buildings, medical clinics, large hotels, performance theaters, churches, schools, restaurants, dormitories, banks, and large residential apartment facilities. His design experience includes HVAC systems, piping and plumbing systems, temperature controls, process piping, industrial ventilation, fire protection systems, lighting systems, power systems and fire alarm systems. As a LEED Accredited Professional, he is experienced with energy related processes and evaluations.

Experience:

- Heating Water System Upgrades, Multiple Buildings, New Mexico State University, Las Cruces, NM | Engineer of record and QAQC
- Boiler Feed Water System Upgrade, New Mexico State University, Las Cruces, NM
- Rio Grande Pool Facility Upgrade, City of Rio Rancho, NM | HVAC and plumbing systems engineer
- Loma Colorado Public Library, Rio Rancho, NM | Project engineer
- Workers Compensation Administration Building, Green Building Materials, Las Vegas, NM | Project engineer

Kariann Sokulsky | Environmental surveys, assessments monitoring and management | Project management

Experience
32 years

Education
M.S., Water and Land Resources, Institute of Applied Sciences, University of North Texas

B.S., Economics, University of North Texas

Availability
30%

Kariann is a regulatory specialist with an emphasis on both compliance and permitting. She has experience with the NHPA, New Mexico Groundwater Quality and Mining Act, NEPA, Endangered Species Act, asbestos remediation and regulations, Resource Conservation and Recovery Act (RCRA) Subtitle C and D, water rights law and water conservation planning, 404 permitting, Bureau of Land Management (BLM), and polychlorinated biphenyls (PCBs) requirements. She is familiar with the CWA and stormwater permitting requirements.

Experience:

- Bishops Lodge Road Reconstruction, City of Santa Fe, NM | Environmental specialist
- Belen Watershed Planning, Middle Rio Grande Conservancy District, NM. | Environmental specialist
- Lily Pond Drainage Improvements Preliminary Design, Dona Ana County, NM | Environmental specialist
- I-40/US491 Interchange Upgrades, NMDOT, NM | Environmental specialist
- Road N5001 Upgrades (Toadlena to Two Grey Hills), Navajo Department of Transportation, NM | Environmental specialist
- NM314/45/317 Intersection Improvements, Pueblo of Isleta, N | Environmental specialist

Todd Gonzales | Construction inspection

Experience
29 years

Education:

M.S., Water and Land Resources, Institute of Applied Sciences, University of North Texas

B.S., Economics, University of North Texas

Availability
30%

Todd specializes in construction administration and is involved from the design phase through completion. He is responsible for contract administration and management, oversight of construction inspection, materials testing, project budgets, oversight of monthly pay applications, change orders, close-out documentation, certificates of compliance, and coordinating with engineers, observers, testing laboratories, owner staff, and regulatory agencies.

Experience:

- Elks Drive Multi-Use Trail, Doña Ana County, NM | Construction administration manager
- Alamo Street, Phase II Reconstruction Project, Otero County, NM | Project manager
- Bridge of Grace Reconstruction Project, Sierra County, NM | Project manager
- Rio Grande Trail Phase I - Improvements, City of Sunland Park, NM | Construction administration manager
- Anapra Phase II - Roadway, Drainage and Utility Infrastructure Improvements, City of Sunland Park, NM | Project manager

Subconsultants

Our selected teaming partners were strategically selected based on their strong performance, specialized skill sets, and knowledge of City of Las Cruces processes and procedures.

Intertek-PSI | Geotechnical services

Intertek-PSI has provided geotechnical engineering and construction services to southern New Mexico for over 20 years, with material testing, inspection, and investigation services. All PSI laboratory and field technical staff maintain certifications in testing and inspections in their areas of expertise. The PSI office is accredited through the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL).

Intertek will provide geotechnical services and is located at:

5044 Doniphan Drive, Bldg D
El Paso, TX 79932

P: 915 584 1317

Ruben Barrientos, Jr., PE, PMP

Experience
12 years

Education
M.S., Civil Engineering, University of Texas at El Paso

B.S., Civil Engineering, University of Texas at El Paso

License
NM PE #24581

Availability
30%

Ruben possesses more than 12 years of expertise in geotechnical engineering consulting and management. His professional background encompasses diverse market sectors such as industrial, institutional, government, and commercial.

Experience:

- Paseo Real and County Line (with Wilson & Company), Las Cruces, NM
- Mesilla Valley Bosque State Park (with Wilson & Company), Las Cruces, NM
- Rio Grande Avenue (with Wilson & Company), Las Cruces, NM
- Sunland Park Drive Phase I (with Wilson & Company, Las Cruces, NM
- Industrial Avenue Bridge (with Wilson & Company, Las Cruces, NM

Construction Survey Technologies, Inc (CSTi)–SUE services

CSTi's SUE professionals deliver quality, accurate mapping of existing underground utilities and anomalies, helping clients avoid costly utility conflicts or construction delays caused by unknown or misrepresented utilities. The firm has in-house capability to obtain accurate horizontal and vertical positions of subsurface utilities by excavating a non-destructive test hole using wet/dry vacuum excavation equipment.

CSTi will provide SUE services and is located at:

277 E Amador, Suite 303
Las Cruces, NM 88044

P: 575 644 0250

Staff size: 12

Capabilities: SUE services, utility locating, utility designating, test hole excavation, research, GIS utility mapping.

Focusing on you

Through our work under the 2020-2024 on-call contract, our team developed strong relationships with City staff and gained intimate knowledge of your processes and standards. We know your expectations and strive to exceed them, from schedule and budget to sustainable and innovative concepts.

Criteria 3

Performance of the firm

The following projects showcase our experience delivering successful solutions to various projects. Through these projects, we have gained critical insight that can be applied to your on-call tasks, resulting in similar successes. We invite you to make inquiries of the provided references regarding our qualifications, performance, and quality of results.

WATER SYSTEM IMPROVEMENTS
CITY OF TRUTH OR CONSEQUENCES, NM

Our team assisted the City of Truth or Consequences with the preparation of a detailed city-wide project scope for water system improvements that address the City's concerns with meeting the demands of current and future water needs, increasing supply redundancy, controlling pressure problems, addressing the aging water distribution system, and reducing the overall operation and maintenance cost. Our intimate knowledge of the proposed project and operational goals helps us to represent the City's best interest.

Wilson & Company assisted with completing the Readiness to Proceed items for the funding application, which included the opinion of probable project cost and its phasing. Our team's extensive knowledge of CDBG program allows us to proactively engage the funding agency through every step of the project.

Contact:
Traci Alvarez, Assistant City Manager/Community Development Director

Phone:
575 984 6673

Email:
talvarez@torcnm.org

Services:
Planning
Design
Construction administration
Construction observation
Hydraulic modeling
Feasibility studies
Environmental report
Multiple discipline projects
Architectural
Roadway
Drainage
Survey
Bidding services
Funding
Grant administration

Government programs and agencies: Colonias Infrastructure Fund, USDA-RD WEP program, Rural Community Assistance Corporation (RCAC), NMED-Construction Programs Bureau, NMED-Drinking Water Bureau, NMDOT, Hidalgo County, NMFA Water Trust Board, NMFA Colonias Infrastructure Board, NM Capital Outlay, CDBG, Sierra County.

LORDSBURG WATER SYSTEM IMPROVEMENTS PHASE 2 CITY OF LORDSBURG, NM

Contact:
Frank Madrid, Utilities and Environmental Supervisor

Phone:
575 542 3421

Email:
environmental.dept@cityoflordsburg.org

Services:
Hydraulic system modeling
Planning
Design
Environmental report
Survey
Bidding services
NEPA categorical exclusion
Construction administration
Construction observation
Funding
Grant administration

Government programs and agencies: Colonias Infrastructure Fund, USDA-RD WEP program, Rural Community Assistance Corporation (RCAC), NMED-Construction Programs Bureau, NMED-Drinking Water Bureau, NMDOT, Hidalgo County.

Wilson & Company provided hydraulic system modeling, planning, design, NEPA categorical exclusion, and construction administration of improvements to the City's water treatment facility and distribution network within the City's downtown area. In addition, we developed a PER in accordance with Rural Utilities Service (RUS) Bulletin 1780-2 that evaluated three (3) treatment methods for the removal of fluoride, iron, and manganese from the City's groundwater supply with the completion of a bench scale pilot. The methods evaluated were activated alumina, activated carbon, and RO. We recommended the treatment method of flow reversal RO, and a full-scale pilot of the system was conducted on site to confirm system sizing and operational parameters for the full build-out of the project. The project also included the replacement of 2.4 miles of mainline distribution, a new treatment facility building with offices, restrooms, HVAC, a reject evaporation pond, and accompanying appurtenances. Additional improvements included upgrades to the existing groundwater wells, installation of variable frequency drive (VFD) starters, expansion of the existing SCADA system, and connections to the existing network. Project management included monthly progress meetings with USDA and City staff, assistance with completion and tracking of items from the USDA Letter of Conditions, coordination with Bond Council, Local Attorney, RCAC and all other project stakeholders. Federal funding requirements applied to this project requiring American Iron & Steel (AIS) components and certificates. The construction phase included the bidding for contractors, facilitation of pre-bid and bid opening, evaluation and recommendation for award, construction administration and full-time construction observation.

WILLIAMSBURG WASTEWATER SYSTEM IMPROVEMENTS VILLAGE OF WILLIAMSBURG, NM

Contact:
Amanda Cardona, Clerk/Projects Manager

Phone:
575 894 6385

Email:
clerk@villageofwilliamsburg.com

Services:
Planning
Design
Environmental report
Survey
Bidding services
Construction administration
Construction observation
Funding
Grant Administration

This project included the development of a PER in accordance with RUS Bulletin 1780-2 that evaluated all system components and identified a project scope and cost used for USDA funding of design and construction. The scope included the rehabilitation of critical segments of gravity collection lines through cured in place pipe methods, structural repairs to manholes, epoxy coating to prevent deterioration due to H_2S, and lift station pump and control replacements with SCADA integration. The project also includes a low-pressure force main extension to serve new customers and preparation of utility easements on private property. Project management included monthly progress meetings with USDA and Village staff, assistance with completion and tracking of items from the USDA Letter of Conditions, coordination with Bond Council, local attorney, RCAC and all project stakeholders. Federal funding requirements apply to this project requiring AIS components and certificates. The construction phase will include the bidding for contractors, facilitation of pre-bid and bid opening, evaluation and recommendation for award, construction administration and full-time construction observation.

As noted below, Wilson & Company has significant experience managing on-call contracts for many clients throughout New Mexico. Our team completed numerous task orders ranging from a few hundred dollars to multimillion dollar, multidisciplined task orders. In addition, we provide statewide on-call engineering services that further demonstrate our familiarity with other agencies that may require additional coordination with the City, illustrating our capacity and capability to deliver multiple tasks concurrently.

- Cities: Las Cruces, Albuquerque, Anthony, Grants, Lordsburg, Rio Rancho, Santa Fe, Sunland Park, Truth or Consequences
- Counties: Bernalillo, Cibola, Doña Ana, Lincoln, Los Alamos, Luna, Otero, Sandoval, Sierra
- Villages: Milan; Pecos, Ruidoso, Williamsburg, Hatch
- NMDOT: Districts 1 through 6, South Region Design, Central Design, and Northern Design
- Albuquerque/Bernalillo County Water Utility Authority
- Albuquerque Metropolitan Flood Control Authority
- Cooperative Educational Services
- Eastern Sandoval County Arroyo Flood Control Authority
- Los Alamos National Laboratories
- Navajo Engineering & Construction Authority
- Navajo Nation Division of Transportation
- North Central Regional Transit District
- Sandia National Laboratory
- Santa Fe Public Schools
- Southern Sandoval County Arroyo Flood Control Authority
- Town of Bernalillo

Appendix

CITY OF LAS CRUCES

RFP COMPLIANCE DECLARATION

RFP TITLE: **Utilities Engineering Services**

RFP NO.: **23-24-052**

DUE DATE/TIME: **February 27, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Wilson & Company, Inc., Engineers & Architects

414 N. Main Street, Suite A

Las Cruces, NM 88001

Authorized Signature

Edward Cordova, PE

Typed or Printed Name

Senior Vice President, Principal-in-Charge

Title

edward.cordova@wilsonco.com

Email Address

Telephone number 575 527 9257 Fax number 575 527 9258

NM Tax & Revenue Dept. CRS # 02-357658-00-8

Current NM Secretary of State Business ID # 2309334 (corporations only)

Current CLC Business Registration # 12086-19 (respondents located in Las Cruces only)

Federal I.D. number 48-1176300 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ☑ Yes ☐ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**

DBA: **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**
PO BOX 94000
ALBUQUERQUE, NM 87199-4000

Expires: **06-Feb-2027**

Certificate Number:

L0602986096

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2024 - 10

Type
Business Registration License - PROFESSIONAL SERVICE

Number
12086-22

Issue Date
09/07/2023

Expires
10/29/2024

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Wilson & Company Inc, Engineers & Architects

414 N MAIN St #A
Las Cruces, NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Wilson & Company
414 N. Main Street, Suite A
Las Cruces, NM 88001

WILSON &COMPANY
HIGHER RELATIONSHIPS

ATTACHMENT "A"

CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

23-24-052 UTILITIES ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-052 dated June 1, 2024 between the CITY and Wilson & Company, Inc., Engineers & Architects (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-052 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WILSON & COMPANY, INC., ENGINEER & ARCHITECTS

By: _____
Signature Date

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager

Requisition No. XXXXXXXX

EXAMPLE

Revised: June 2023

24-121

Type of Action:
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Jacqueline Rubalcava	**Department:**	Financial Services
Program:	Budget	**Line of Business:**	Fiscal Management

Title: **A RESOLUTION ADOPTING THE MUNICIPAL ADOPTED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE CITY OF LAS CRUCES, NEW MEXICO ON MAY 20, 2024.**

TYPE OF ACTION: ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:
To adopt the Fiscal Year 2024-2025 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Manager's proposed budget has been available for public review since April 08, 2024. City Council held a pre-budget retreat on February 15 and 16, 2024, a work session on March 11, 2024, and a second work session and public hearing on April 22, 2024, regarding the proposed fiscal year 2024-2025 budget. Additionally, the Las Cruces Utilities Board met on April 11, 2024, and reviewed and recommended approval of the Utilities budget portion to be included as part of the City's Fiscal Year 2024-2025 annual budget.

The Fiscal Year 2024-2025 budget aligns with the goals of the City Council Strategic Plan and Elevate Las Cruces.

The City Charter, Sec. 5.06(c) states, "The council shall adopt the budget no later than thirty (30) days before the beginning of the fiscal year."

After the budget adoption by City Council, the adopted Fiscal Year 2024-2025 budget will be filed with the State of New Mexico Department of Finance and Administration by June 1, 2024 for approval as required by State Law (NMSA 1978 Chapter 6, Article 6).

SUPPORT INFORMATION:
Exhibit "A" FY25 Budget

PLAN(S):
City Council Strategic Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
Utilities Board

DOES THIS AMEND THE BUDGET?:

☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: * **AVAILABLE AMOUNT: *** **EXPENDITURE AMOUNT: ***

Funding Source(s):
Various

Overall Budget Impact:
Approving FY2024-2025 Budget

Does this action amend the Capital Improvement Plan (CIP)?
☒ Yes
☐ No

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and the City of Las Cruces will be compliant with the City Charter by adopting the budget for the forthcoming fiscal year no later than thirty days before the beginning of the fiscal year.
2. Vote "No"; this will not approve the Resolution and cause the City of Las Cruces to be non-compliant with the City Charter.
3. Vote to "Amend"; this would require direction from City Council and could potentially require pages in the Fiscal Year 2024-2025 budget document to be added, deleted, or modified.
4. Vote to "Table"; this will require a special meeting to prevent the City of Las Cruces from being non-compliant with the City Charter.

REFERENCE INFORMATION:

Approving FY2024-2025 Capital Improvements by separate Resolution.

RESOLUTION 24-121

A RESOLUTION ADOPTING THE MUNICIPAL ADOPTED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE CITY OF LAS CRUCES, NEW MEXICO ON MAY 20, 2024.

The City Council is informed that:

WHEREAS, the City of Las Cruces has prepared its annual budget for Fiscal Year 2024-2025; and

WHEREAS, City Council held several work sessions for discussion purposes and a public hearing April 22, 2024, on the proposed annual budget; and

WHEREAS, the Las Cruces Utilities Board has reviewed and recommended approval of the Utilities portion of the Fiscal Year 2024-2025 annual budget.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Fiscal Year 2024-2025 Budget, attached hereto as Exhibit "A" and made part of this Resolution, is hereby adopted in accordance with the City Charter, Sec. 5.06(c) and authorized to be the basis for submission of the "Municipal Budget and Report" to the Local Government Division of the Department of Finance and Administration for the State of New Mexico, as required by the Local Government Division Memorandum 63-43 and the New Mexico State Law, Section 6-6-2, NMSA 1978.

(II)

THAT City staff and officials are authorized to make expenditures as outlined and provided in the Fiscal Year 2024-2025 Annual Budget upon approval by the State of New Mexico.

(III)

THAT the Fiscal Year 2024-2025 Annual Budget attached and marked Exhibit "A", hereby directed to be on the City website and available for public inspection.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

PROPOSED BUDGET

FISCAL YEAR 2024-2025

CITY OF LAS CRUCES

I.
TABLE OF CONTENTS

FISCAL YEAR 2024-2025

PROPOSED BUDGET

TABLE OF CONTENTS

Table of Contents 1

Introduction II
About the Cover 2
GFOA Award 3
City Council 4
City Leadership 5
Organizational Chart 6

Budget Message III
Message from City Manager 7

Strategic Plan 2021-2026 IV
Strategic Plan 8

Financial Recap V
All Funds Summary 22
General Fund Summary 25
Budget Transfers Between Funds 26
Property Tax Levy 28
Position Control Count 29
Condensed Fund Summaries 31
Vehicle Acquisition Funding 61

II. INTRODUCTION

FISCAL YEAR 2024-2025

PROPOSED BUDGET

ABOUT THE COVER

Snowy Organ Mountains

Leslie Baquera

Visit Las Cruces hosted a photography contest, the "Scenic Southern New Mexico," in the hopes of inspiring our community members to take a snapshot of what the City of Las Cruces looks like through their own lens. To include our community's Cariño towards the City in the budgeting process, it was decided to include participant's pictures throughout Fiscal Year 2025's Budget Book. The image on the cover of this book was taken by this year's winner, Leslie Baquera.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Las Cruces
New Mexico

For the Fiscal Year Beginning

July 01, 2023

Christopher P. Morrill

Executive Director

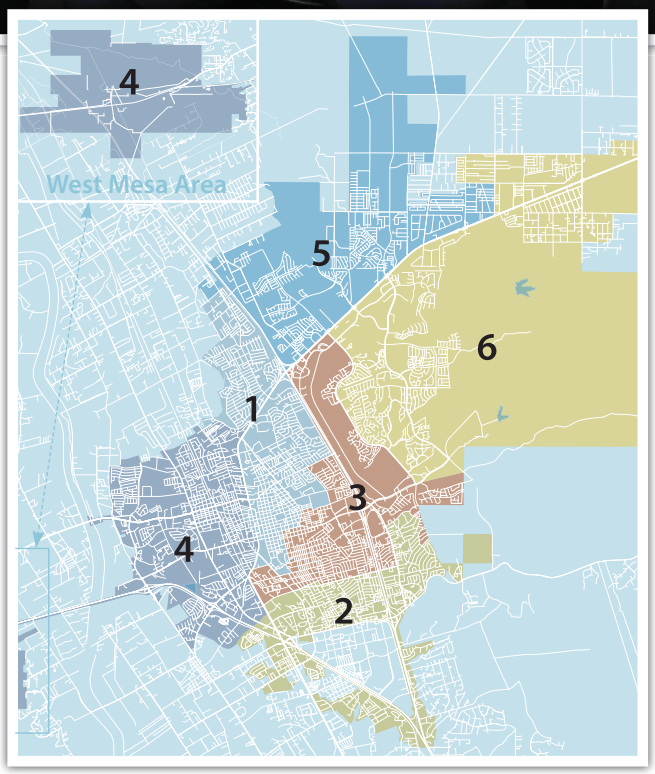
CITY COUNCIL

Front Row (from left to right):

Councilor Bill Mattiace, *District 2*
Councilor Yvonne M. Flores, *District 6*
Mayor Eric Enriquez

Back Row (from left to right):

Mayor Pro Tem Johana Bencomo, *District 4*
Councilor Becky Corran, *District 5*
Councilor Cassie McClure, *District 1*
Councilor Becki Graham, *District 3*



CITY LEADERSHIP

CITY MANAGER'S OFFICE

City Manager	Ikani Taumoepeau
Assistant City Manager	Ikani Taumoepeau
Assistant City Manager	Sonya L. Delgado
Chief Administrative Officer	Barbara Bencomo

DEPARTMENT HEADS

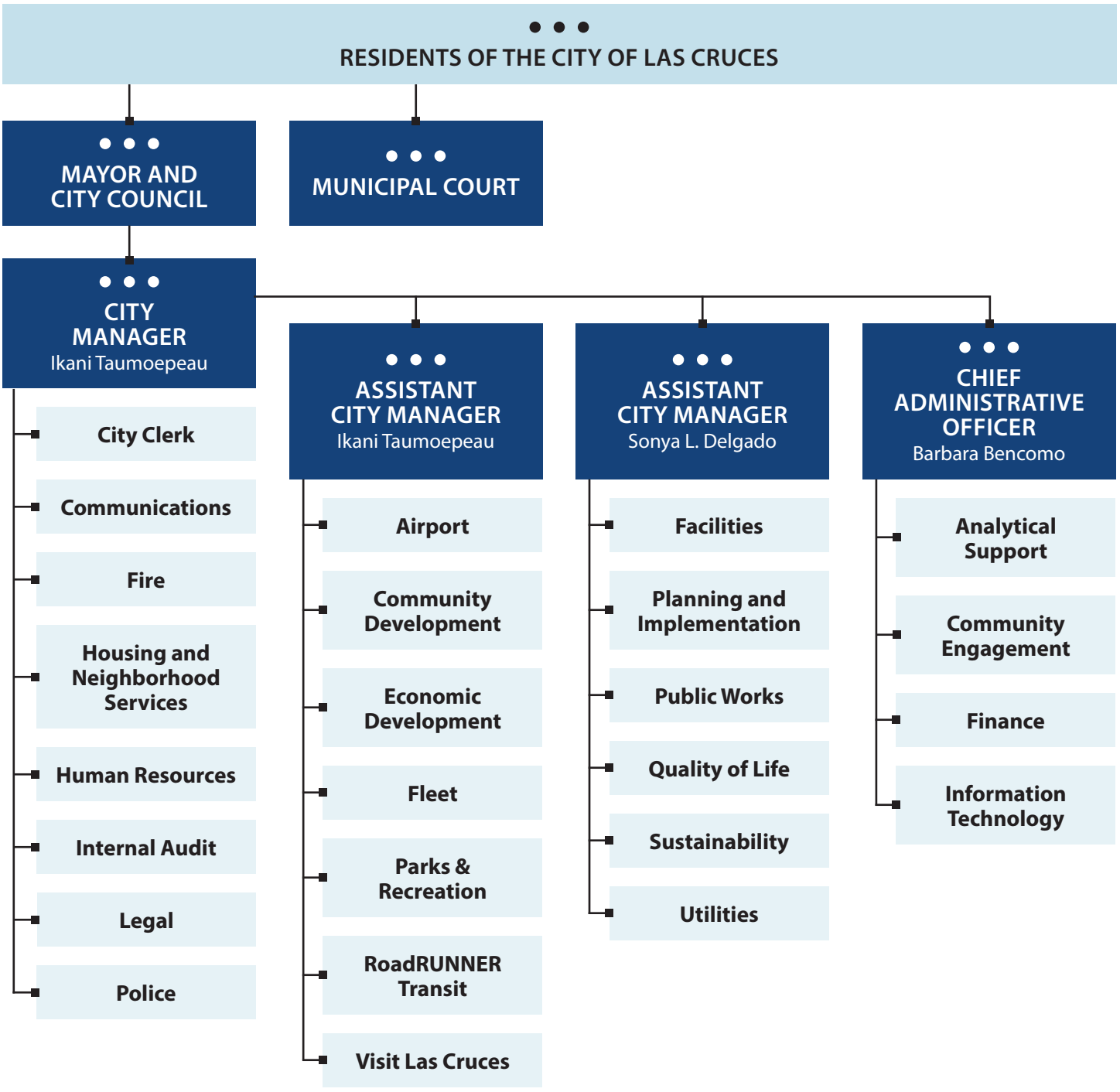
City Attorney	Linda Samples
Community Development	Larry F. Nichols
Economic Development	Elizabeth Teeters
Financial Services	Leeann DeMouche
Fire Chief	Jason Smith
Human Resources	Jo Richards
Information Technology	Rob del Plain
Municipal Court	Honorable Anthony Filosa
Parks & Recreation	Steven Bingham
Police Chief	Jeremy Story
Public Works	David Sedillo
Quality of Life	Carol Brey
Utilities	Adrienne Widmer

BUDGET STATEMENT

Budget coordinates the preparation and development of the annual operating budget, capital budget, and multi-year Capital Improvements Program for the city. The city budget is the "Action Plan" used to implement the goals and objectives of the City Council. Activity-based budgeting isolates the costs of a government's operation by dividing the government into many different activities or support services and includes the direct and indirect costs of labor, contractual services, materials, and supplies.

Acknowledgments
Budget
Communications Office
Planning & Implementation

CITY GOVERNMENT ORGANIZATION CHART



III.
BUDGET MESSAGE

FISCAL YEAR 2024-2025

PROPOSED BUDGET

FROM THE CITY MANAGER

April 4, 2024

Dear Honorable Mayor, Mayor Pro-Tem and Council Members:

As your newly appointed City Manager, I reiterate my promise to commit 120% to the City of Las Cruces and its people. Building upon the vision set forth by my predecessor, I am dedicated to see our City flourish, to see our community's quality of life increase, and to ensure public safety. My goal for this Fiscal Year 2025 is to create a budget that aligns with our community's needs, leading to a more sustainable environment and a more equitable community. Through the strategic implementation and ongoing support of various initiatives, we will work collectively to achieve these goals.

The Lift Up program, our inaugural anti-poverty initiative, is dedicated to enhancing our low-resource neighborhoods. Through a series of renovations, we aim to create ADA-accessible and pedestrian-friendly communities. Additionally, our Senior Centers citywide have expanded their offerings of recreational activities for senior residents, fostering an inclusive environment. In our commitment to public safety, the City is prioritizing the establishment of a Real Time Crime Center (RTCC). This innovative solution will provide critical support to officers as they respond to calls of service. New technologies will facilitate seamless communication for officers, enhancing situational awareness and safety for both officers and residents.

For Fiscal Year 2025, the City is anticipated to sustain consistent economic growth, despite the prevailing uncertainty posed by interest rate fluctuations and inflation. A conservative budget complemented by steady gross receipt and property tax revenues helps maintain a fiscally responsible government. According to the U.S. Census, the City of Las Cruces has experienced a 16.7 percent increase in population from 2010 to 2022. This influx is attributable to the diverse demographics and community-centric vision established by vast economic and educational opportunities, and the rich cultural environment of the area.

As I embark on this journey as City Manager for the vibrant city of Las Cruces, I am dedicated to promoting transparency in our government. Inspired by the remarkable efforts of our Mayor, Council, city staff and residents, I pledge unwavering commitment to serve our community and uphold the highest standards of excellence. I am humbled to have been chosen to serve as your City Manager and I promise that in all I do, I will lead with care and kindness for a Las Cruces that moves Adelante con Cariño!

Ikani Taumoepeau

Ikani Taumoepeau, City Manager

IV.
STRATEGIC PLAN

FISCAL YEAR 2024-2025

PROPOSED BUDGET

City of Las Cruces, New Mexico

Strategic Plan

2021 – 2026

March 5, 2021

Message from Mayor Miyagishima

Dear Las Cruces Community Member:

The City Council is pleased to present the Las Cruces Strategic Plan for 2021 through 2026. It will serve as the City's policy direction for the allocation of resources and results. The process used to prepare this update to the 2017 - 2022 Strategic Plan included input from residents, business leaders, and other community stakeholders. Input and ideas from Las Cruces community members and city staff were used to identify strategic priorities, key objectives, and success measures. Importantly, the Strategic Plan is based on the vision and goals in the adopted *Elevate Las Cruces* Comprehensive Plan.

Over the next five years, the Strategic Plan will help Las Cruces' City leaders prioritize and plan our work. We will communicate with you regularly about our progress and outcomes as we work to accomplish the goals included in the plan.

We are excited about the future of our vibrant community and look forward to continuing our commitment to growth and transformation and meeting the needs of Las Cruces residents.

Respectfully,

Ken Miyagishima
Mayor
March 2021

City Council

Kasandra Gandara

Tessa Abeyta-Stuve

Gabriel Vasquez

Johana Bencomo

Gil Sorg

Yvonne Flores

Background

Introduction

This strategic planning effort allowed community members and City leaders an opportunity to determine what is important for future success by identifying priorities for improvement, which were aligned with short-term goals and initiatives included in *Elevate Las Cruces* and new goals confirmed by the City Council. The basis for the Strategic Plan is articulated in the vision, mission, and organizational values. These elements are foundational to the establishment of priorities and goals and guide the work of City staff. The implementation of the goals and priorities should occur thoughtfully and transparently with periodic review by the City Council to ensure progress. The development of this Strategic Plan was facilitated by Management Partners, a firm specializing in assisting local governments in the United States.

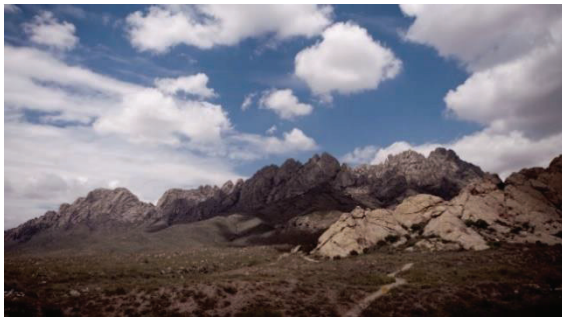
Methodology

The Las Cruces strategic planning effort incorporated the work done for *Elevate Las Cruces* to help prioritize the stages of the plan during the next few years. Management Partners developed and deployed two surveys, one for community members and one for City employees, to solicit input and feedback on key priorities. A series of four focus groups with staff and community members were held to gain greater insight and input about key themes identified from community survey respondents.

Management Partners also conducted interviews with the Mayor, Council members, City Manager, and other members of the leadership team and department directors to understand their perceptions about Las Cruces' strengths and opportunities and to identify key priorities for the future.

The Strategic Plan has six strategic themes that address community prosperity, education and community services, environmental sustainability, capital improvements and infrastructure, public safety, and communication, involvement, and follow-up. Accompanying the strategic themes are desired outcomes, goals, and performance measures. Once the Strategic Plan is finalized, PEAK performance measures will be developed for each department to guide progress in achieving each goal.

City of Las Cruces Strategic Themes



This Strategic Plan has six overarching themes as listed below. Each priority is accompanied by goals from the *Elevate Las Cruces* Comprehensive Plan and goals identified by City Council.

Community Prosperity

Education and Community Services

Environmental Sustainability

Capital Improvement and Infrastructure

Communication, Involvement and Follow Up

Public Safety

Vision, Mission and Organizational Values

Vision

Las Cruces is an inclusive community, recognized for its cultural diversity, enchanting natural amenities, and vibrant quality of life. We are committed to enhancing our livability, prosperity, and environment for the shared benefit of current and future generations of Las Crucens in a fiscally and socially sustainable manner.

Mission

The mission of the City of Las Cruces is to provide customer-focused municipal services to residents, businesses, and guests so they can experience a "quality of place" to live, work and play.

Organizational Values

City Leaders' and Employees' Values … We Value:

Diversity

Equity

Fiscal Responsibility

Professionalism

Respect

Responsive

Transparency

Strategic Theme 1: **Community Prosperity**

Desired Outcomes

- Expanded housing options for all income levels
- Enhanced economic diversity and business strength

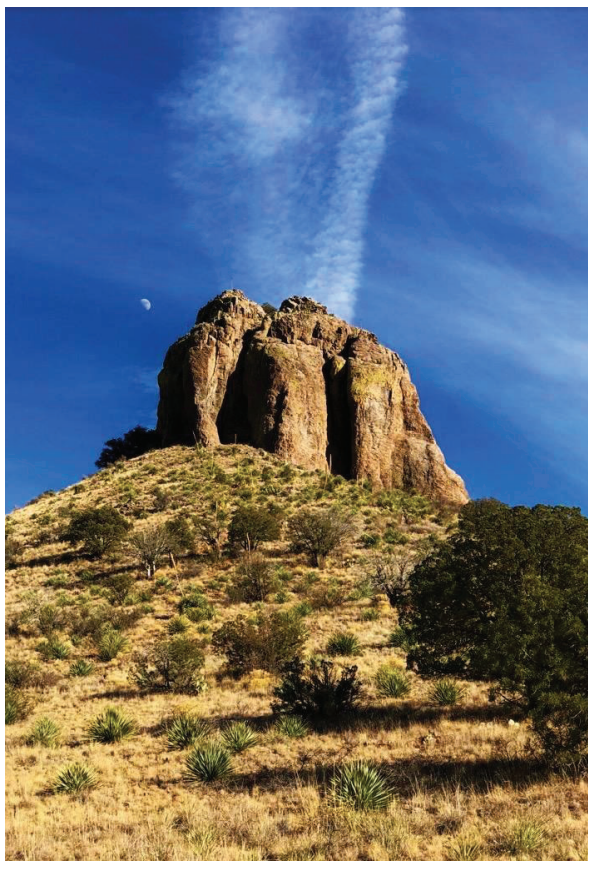
Performance Measures

- (To be developed by staff during the update of department strategic business plans)

The following goals are listed in priority order as ranked by City Council members.

1. ELC Goal CP-2: *Economic Equity.* Generate employment opportunities that create economic security for all residents.
2. ELC Goal CP-7: *Attainable Housing*. Provide affordable, clean, and safe housing options for all residents regardless of income.
3. ELC Goal CP-11: *Underserved Populations*. Develop and support programs that provide assistance to traditionally underserved populations.
4. ELC Goal CP-4: *Diversification*. Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
5. ELC Goal CP-3: *Entrepreneurship*. Create a nurturing regulatory environment that generates entrepreneurship and small business investment.
6. ELC Goal CP-1: *Ready Workforce*. Develop a strong and educated workforce that supports an expanding local and regional economy.
7. ELC Goal CP-9: *Housing Diversity*. Provide a diverse range of housing options to accommodate residents at all stages in life.
8. *Council Goal*: Prioritize development of attractive, energy-efficient, mixed income housing in infill areas and along the El Paseo Corridor.
9. *Council Goal*: Establish a Behavioral Health District made up of governmental entities in Doña Ana County.
10. *Council Goal*: Establish a Building Local Wealth component within the city's Economic Development Department.

Elevate Las Cruces Goal Section Reference:
CP – Community Prosperity



11. ELC Goal CP-8: *Special Housing Needs*. Ensure that the housing needs of traditionally underserved populations are met.
12. ELC Goal CL-1: *Neighborhood Identity*. Promote community pride through neighborhood events and investments that create a shared identity.
13. ELC Goal CE-4: *Complete Neighborhoods*. Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
14. ELC Goal CL-4: *Recreational Opportunity*. Offer a diverse suite of recreational facilities and programs to cater to varying community interests, ages, and abilities.
15. ELC Goal CE-3: *Centers and Corridors*. Support community growth through concentrated development at activity centers and along key corridors.
16. ELC Goal CE-7: *Accessible Social Spaces*. Create a community-wide network of social spaces through the design and distribution of parks, public grounds, and public rights-of-way.
17. ELC Goal CL-10: *Economic Outcomes*. Support transportation investments that improve economic development outcomes.
18. ELC Goal CL-13: *Supporting the Arts*. Support the vibrant arts culture within the community.
19. ELC Goal CL-15: *Historic & Cultural Values*. Value and protect the historic and cultural properties and sites in the community.

Elevate Las Cruces Goal Section Reference:
CE – Community Environment
CL – Community Livability
CP – Community Prosperity

Strategic Theme 2: **Education and Community Services**

Desired Outcomes

- Enhanced physical and mental health resources
- Improved access to healthy food options

Performance Measures

- (To be developed by staff during the update of department strategic business plans)

The following goals are listed in priority order as ranked by City Council members.

1. ELC Goal CP-10: *Community Health*. Promote and maintain a balanced system of community and human services for the health, safety and welfare of all residents.
2. ELC Goal CL-18: *Mental & Physical Health*. Provide opportunities for residents to improve their mental and physical health.
3. ELC Goal CP-6: *Community Schools*. Utilize schools as an integral component of neighborhood development and community life.
4. ELC Goal CL-17: *Food Security*. Transform Las Cruces into a food-secure community with improved access to healthy food options.

Elevate Las Cruces Goal Section Reference:
CL – Community Livability

CP – Community Prosperity

Strategic Theme 3: **Environmental Sustainability**

Desired Outcomes

- Achieve the goals included in the Climate Action Plan adopted in 2020
- Promote balanced growth

Performance Measures

- (To be developed by staff during the update of department strategic business plans)

Goals

The following goals are listed in priority order as ranked by City Council members.

1. ELC Goal CE-1: *Balanced Growth*. Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
2. ELC Goal CL-19: *Environmental Justice*. Make public health improvements in an equitable manner that align with the tenets of environmental justice.
3. ELC Goal CE-9: *Sustainable Infrastructure Systems*. Enhance infrastructure to meet the demands of residents and businesses in a sustainable manner.
4. ELC Goal CE-8: *Energy Efficiency*. Increase the share of renewable energy alternatives to reduce the community's overall carbon footprint.
5. ELC Goal CE-14: *Open Space Lands*. Embrace open space for passive uses that protect the natural, cultural, or agricultural character.
6. ELC Goal CE-11: *Reliable Water Supply*. Preserve the region's natural resources by implementing quality control and conservation techniques.
7. ELC Goal CL-5: *Stewardship*. Deliver parks and recreation services in a collaborative manner that generates community enthusiasm and pride.
8. Council Goal: Provide direct support from Sustainability Office for all departments to help them meet goals in the Climate Action Plan and other adopted resiliency measures.

Elevate Las Cruces Goal Section Reference:
CL – Community Livability
CE – Community Environment

Strategic Theme 4: **Capital Improvement and Infrastructure**

Desired Outcomes

- Quality infrastructure that meets the community's needs
- Expanded transit access and options, including pedestrian and bicycle Improved road and pavement condition

Performance Measures

- (To be developed by staff during the update of department strategic business plans)

Goals

The following goals are listed in priority order as ranked by City Council members.

1. ELC Goal CE-6: *Context Sensitive Street Design*. Design streets to support varying levels of pedestrian activity based on the intended built context of surrounding development.
2. ELC Goal CL-6: *System Efficiency*. Build and maintain a coordinated transportation system that operates in an efficient and cost-effective manner.
3. ELC Goal CL-7: *Transportation-Land Use Connection*. Develop an accessible and efficient transportation system that provides seamless connectivity to surrounding land uses and complements various development patterns.
4. ELC Goal CL-8: *Multi-Modal System*. Develop an equitable, multi-modal transportation system that presents feasible travel options for residents.
5. ELC Goal CL-9: *Transportation Safety*. Incorporate public health and safety enhancements into transportation system investments and policies.
6. *Council Goal*: Develop a plan to increase the pavement condition index.

Elevate Las Cruces Goal Section Reference:
CL – Community Livability
CE – Community Environment

Strategic Theme 5: **Communication, Involvement and Follow-Up**

Desired Outcomes

- Robust communication channels with residents between City departments
- Timely and consistent follow up by City staff to residents and the public

Performance Measures

- (To be developed by staff during the update of department strategic plans)

Goals

The following goals are listed in priority order as ranked by City Council members.

1. ELC Goal CL-16: *Community Engagement*. Involve the community in historic preservation efforts.
2. ELC Goal CE-10: *Coordinated Service Delivery*. Improve coordination and communication amongst utility providers and agencies.
3. *Council Goal*: Identify appropriate communication methods to reach underrepresented groups.
4. *Council Goal*: Complete implementation of transparency and communication tools

Elevate Las Cruces Goal Section Reference:
CL – Community Livability
CE – Community Environment

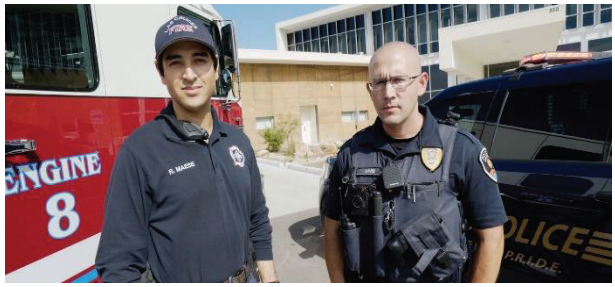
Strategic Theme 6: **Public Safety**

Desired Outcomes

- A more humane criminal justice system
- A safe and secure community

Performance Measures

- (To be developed by staff during the update of department strategic business plans)



Goals

1. ELC Goal CL-12: *Police & Criminal Justice*. Provide for a humane and responsible police and criminal justice system.
2. ELC Goal CL-11: *Emergency Services*. Ensure a safe and secure community through the provision of high-quality fire and emergency medical services.
3. *Council Goal*: Identify strategic areas for lighting improvements to improve safety
4. *Council Goal*: Continue to support the fire mobile integrated health program, the multi-disciplinary mental health response team, and the police critical incident crisis intervention team

Elevate Las Cruces Goal Section Reference:
CL – Community Livability

Conclusion

Executive Leadership Team

Ifo Pili, City Manager

Eric Enriquez, Assistant City Manager

Ikani Taumoepeau, Assistant City Manager

Barbara DeLeon, Chief Administrative Officer

Leeann DeMouche, Chief Budget Officer

Jennifer Vega Brown, City Attorney

Larry Nichols, Community Development Director

Griselda Martinez, Economic Development Director

Terri L. Gayhart, Financial Services Director

Jason Smith, Interim Fire Chief

Jo Richards, Human Resources Director

Scott Marr, Information Technology Director

Sonya Delgado, Parks and Recreation Director

Amber Vaughn, Performance Manager

Miguel Dominguez, Police Chief

David Sedillo, Public Works Director

Lynn Gallagher, Quality of Life Director

Delilah Walsh, Utilities Director

This Strategic Plan provides a clear path forward for the City of Las Cruces. City leaders are committed to achieving the priorities, goals, and initiatives through the planned allocation of resources over the next five years. An Implementation Action Plan will be used to help guide our actions and progress over time, as City leaders work to accomplish the adopted priorities and goals.

Successful implementation will require a collective effort by City employees in all departments. The City of Las Cruces is committed to working collaboratively with members of our community and periodically communicating with residents and businesses about how we are doing, how we are going about our work, and how well we are delivering services.

We look forward to working with you to maintain a City that is vibrant and progressive, and committed to improving the prosperity Las Cruces residents.

V.
FINANCIAL RECAP

FISCAL YEAR 2024-2025

PROPOSED BUDGET

ALL FUNDS SUMMARY

FISCAL YEAR 2025 PROPOSED

May 20, 2024

FUND #	Fund Name	BEGINNING BALANCE	REVENUES	EXPENDITURES	NET TRANSFERS	ENDING BALANCE	RESERVE	AVAILABLE BALANCE
GENERAL FUNDS								
1000	GENERAL FUND	$56,249,043	$145,972,948	($165,143,411)	($5,598,745)	$31,479,835	($27,523,902)	$3,955,933
1030	ECONOMIC DEVELOPMENT	$1,397,383	$122,000	($485,949)	$0	$1,033,434		$1,033,434
1200	VEHICLE ACQUISITION	$2,105,568	$0	($2,712,000)	$769,657	$163,225		$163,225
1400	FACILITIES MAINTENANCE	$22,178	$17,500	($164,678)	$125,000	$0		$0
1500	HHR CONTINGENCY	$8,383,133	$16,489,171	($500,000)	($24,372,304)	($0)		$0
GENERAL FUNDS Total		$68,157,306	$162,601,619	($169,006,038)	($29,076,392)	$32,676,495	($27,523,902)	$5,152,593
SPECIAL REVENUE FUNDS								
2000	HUD COMMUNITY DEVELOPMENT	$3,324,582	$7,004,543	($7,004,543)	$0	$3,324,582		$3,324,582
2013	AFFORDABLE HOUSING TRUST	$1,884,027	$0	($792,907)	$0	$1,091,120		$1,091,120
2100	SPECIAL REVENUE REIMB GRANTS	$270,735	$22,851,831	($22,854,616)	$0	$267,950		$267,950
2130	RECREATION PROJECTS	$113,423	$10,000	($50,000)	$0	$73,423		$73,423
2300	FIRE FUND	$141,132	$1,978,330	($1,978,330)	$0	$141,132		$141,132
2303	EMERGENCY MEDICAL SERVICES	$1,092	$20,000	($20,000)	$0	$1,092		$1,092
2401	POLICE PROTECTION FUND	$33,000	$401,000	($401,000)	$0	$33,000		$33,000
2421	DWI PREVENTION	$11,143	$10,000	($10,000)	$0	$11,143		$11,143
2423	TRAFFIC SAFETY EDUCATION	$15,398	$10,316	($10,316)	$0	$15,398		$15,398
2440	PRISONER CARE	$637,739	$0	($550,000)	$0	$87,739		$87,739
2450	PUBLIC SAFETY IMPACT FEE	$508,810	$1,051,210	$0	($696,241)	$863,779		$863,779
2472	VEHICLE FORFEITURE	$99,219	$0	($7,632)	$0	$91,587		$91,587
2490	JUDICIAL EDUCATION	$4,658	$10,000	($10,000)	$0	$4,658		$4,658
2491	COURT AUTOMATION	$377,120	$41,000	($148,100)	$0	$270,020		$270,020
2650	FLOOD CONTROL OPERATIONS	$1,357,267	$5,723,983	($3,140,860)	($1,999,726)	$1,940,664		$1,940,664
2700	HEALTH CARE SERVICES MMC LEASE	$535,878	$0	($842,210)	$600,000	$293,667		$293,667
2705	TELSHOR FACILITY	$36,833,769	$85,000	($26,903,000)	($1,417,513)	$8,598,256		$8,598,256
2710	CONVENTION & VISITORS BUREAU	$4,262,370	$3,066,473	($3,039,947)	$0	$4,288,896		$4,288,896
2715	DOWNTOWN REVITALIZATION	$50,694	$0	$0	$0	$50,694		$50,694
2725	NATIONAL OPIOID SETTLEMENT	$2,879,895	$0	$0	$0	$2,879,895		$2,879,895
2770	VALLEY VIEW HESKE GARDEN	$158,927	$0	($5,000)	$0	$153,927		$153,927
2780	GRIGGS WALNUT PLUME REMED	$5,151,799	$200,000	($1,399,788)	$400,000	$4,352,011		$4,352,011
2805	ENVIRONMENTAL PROTECTION FUND	$223,674	$200,000	($200,000)	$0	$223,674		$223,674
2810	GAS TAX	$2,083,849	$2,210,000	($2,799,831)	($365,819)	$1,128,199		$1,128,199
2815	TIDD DEDICATED REVENUES	$6,697,044	$5,350,200	($990,000)	($8,515,501)	$2,541,743		$2,541,743
2825	LAS CRUCES CONVENTION CTR FEES	$410,431	$1,400,000	($575,000)	($1,107,256)	$128,175		$128,175
SPECIAL REVENUE FUNDS Total		**$68,067,675**	**$51,623,885**	**($73,733,079)**	**($13,102,056)**	**$32,856,425**		**$32,856,425**
Debt Funds								
3028	2023 SSGRT DS	$1,978,869	$0	($1,911,500)	$1,940,688	$2,008,057		$2,008,057
3225	2016 FLOOD CONTROL	$312,703	$0	($308,200)	$307,267	$311,770		$311,770
3226	2017 SSGRT FAC & STREETS DS	$107,234	$0	($767,550)	$764,863	$104,547		$104,547
3275	2010A MGRT STREET DS	$16,149	$0	$0	$0	$16,149		$16,149
3277	2010B MGRT FLOOD CTL DS	$5,855	$0	$0	$0	$5,855		$5,855
3280	2010 SSGRT CONVENTION CTR DS	$444,338	$0	($1,107,256)	$1,107,256	$444,338		$444,338
3281	2010 SSGRT CONV CENTER RESERVE	$3,370	$0	$0	$0	$3,370		$3,370
3282	2011 GRT FAC DEBT SERVICE	$1,091,373	$0	$0	$0	$1,091,373		$1,091,373
3284	2011 GRT FAC DEBT SERVICE	$154	$0	$0	$0	$154		$154
3286	2014 SSGRT E. MESA FACILITY DS	$131,124	$0	($946,350)	$922,850	$107,624		$107,624
3288	2014 MGRT STREETS DS	$92,750	$0	($507,719)	$510,761	$95,792		$95,792
3290	2014 MGRT FLOOD PROJECTS	$6,393	$0	$0	$0	$6,393		$6,393
3292	2015 GRT BOND REFUNDING	$135,283	$0	($1,198,988)	$1,199,505	$135,800		$135,800
3293	2015A HOLD HARMLESS DS	$176,475	$0	($1,603,775)	$1,603,775	$176,475		$176,475
3294	2015B HOLD HARMLESS DS	$36,486	$0	($295,279)	$295,168	$36,375		$36,375
3295	2016 VAD BONDS	$946,224	$1,071,352	($1,542,811)	$0	$474,765		$474,765
3510	2019 GO BOND DS	$11,319,922	$5,684,973	($5,169,999)	$0	$11,834,896		$11,834,896
3616	2022 NMFA FIRE DS	$48,181	$0	($529,163)	$529,326	$48,344		$48,344
3617	NMFA LOANS DSF	$552,047	$0	$0	$0	$552,047		$552,047
3618	2008 NMFA GRIGGS WLNT PLUME DS	$585,075	$10,000	($92,645)	$92,645	$595,075		$595,075
3619	2018 HHGRT DS	$128,156	$0	($1,251,805)	$1,251,636	$127,987		$127,987
3620	2020A NMFA FACILITY SSGRT	$96,643	$0	($1,028,000)	$1,024,917	$93,560		$93,560
3621	2020B NMFA FACILITIES ESP	$43,190	$0	($444,750)	$446,146	$44,586		$44,586
3622	2023 NMFA FIRE DS	$926,833	$0	($1,459,890)	$1,459,890	$926,833		$926,833
3623	2008 NMFA PARKING DECK DS	$10,437	$0	$0	$0	$10,437		$10,437
3624	2018 GAS DSF	$69,269	$0	($399,076)	$365,819	$36,012		$36,012
3625	2010 NMFA FIRE APPARATUS	$5,637	$0	$0	$0	$5,637		$5,637
3626	2011 NMFA FIRE APPARATUS	$2,704	$0	$0	$0	$2,704		$2,704
3628	2012 NMFA REFUNDING	$4,140	$0	$0	$0	$4,140		$4,140
3630	2014 NMFA SCSWA REFUNDING DS	$249,258	$0	($181,285)	$0	$67,973		$67,973
3631	2014 NMFA FIRE APPARATUS DS	$6,816	$0	$0	$0	$6,816		$6,816
3632	2017 NMFA STREETS DS	$186,188	$0	($295,313)	$295,275	$186,150		$186,150
3633	18 NMFA FIRE	$59,190	$0	($224,173)	$205,492	$40,509		$40,509
3634	2020 NMFA STREETS	$44,726	$0	($253,384)	$253,139	$44,481		$44,481
3635	2020 NMFA FLOOD	$33,178	$0	($192,648)	$192,459	$32,989		$32,989
3636	23 NMFA STREETS DBT	$82,084	$0	($960,007)	$985,007	$107,084		$107,084
3637	23 NMFA FLOOD DEBT	$774,015	$0	($844,951)	$845,944	$775,008		$775,008
3810	HUD SECTION 108 LOAN-MONAS	$12,243	$0	($154,552)	$154,552	$12,243		$12,243
Debt Funds Total		**$20,724,712**	**$6,766,325**	**($23,671,069)**	**$16,754,380**	**$20,574,348**		**$20,574,348**
Capital Funds								
4005	COMMUNITY INVESTMENT PROJECTS	$1,917,472	$15,000	($896,098)	$0	$1,036,374		$1,036,374
4028	2023 SSGRT	$12,707,481	$0	($12,700,000)	$0	$7,481		$7,481
4030	2016 FLOOD PROJECT	($1)	$2,861	$0	$0	$2,860		$2,860

FISCAL YEAR 2025 PROPOSED
May 20, 2024

4031	2017 FACILITIES PROJECT	$293,939	$15,000	($124,976)	$0	$183,963	$183,963
4032	2018 HHGRT PUBLIC WORKS	$417,484	$10,700	$0	$0	$428,184	$428,184
4100	CAPITAL PROJECTS REIMB GRANTS	$0	$20,526,547	($20,526,547)	$0	$0	$0
4106	PUBLIC PARK DEVELOPMENT	$7,670,232	$1,960,000	($4,917,581)	$0	$4,712,651	$4,712,651
4110	PUBLIC PARK PROJECTS	$38,610	$0	$0	$0	$38,610	$38,610
4201	CAPITAL CONTRIBUTIONS	$603,710	$360	$0	$0	$604,070	$604,070
4202	GRT STREET MAINTENANCE	$10,698,577	$472,265	($15,670,841)	$4,500,000	$0	$0
4205	SPECIAL STREET PROJECTS	$915,666	$1,550	$0	$0	$917,216	$917,216
4227	VAD STREET PROJECTS	$1,502,725	$5,000	($1,492,317)	$0	$15,408	$15,408
4228	2015A HHS	$89,639	$0	$0	$0	$89,639	$89,639
4230	GO BOND PROJECT 2019	$149,179	$200	$0	$0	$149,379	$149,379
4231	2022 GO BOND	$15,273,453	$0	($14,933,454)	$0	$339,999	$339,999
4270	TIDD PROJECTS	$10,512,151	$1,550	($14,115,996)	$8,515,501	$4,913,206	$4,913,206
4271	TIDD STR BOND PROJECT	$646,119	$0	($140,070)	$0	$506,049	$506,049
4400	FLOOD CONTROL	$7,469,060	$39,000	($8,345,955)	$1,500,000	$662,105	$662,105
4505	2015B HHS	$522,389	$0	($522,389)	$0	$0	$0
4613	NMFA EQUIPMENT	$5,450,146	$5,000,000	($418,964)	$0	$10,031,182	$10,031,182
4620	2020A NMFA FACILITY PROJECTS	$5,883,575	$15,000	($5,579,012)	$0	$319,563	$319,563
4624	2018 GAS TAX LOAN	$195	$0	$0	$0	$195	$195
4632	2017 NMFA STREETS PROJ	$11,427	$0	$0	$0	$11,427	$11,427
4634	2020 NMFA MGRT	$2,332,875	$20,000	($1,843,335)	$0	$509,540	$509,540
4636	23 NMFA MGRT	($165,000)	$8,150,000	($7,985,000)	$0	$0	$0
Capital Funds Total		**$84,941,103**	**$36,235,033**	**($110,212,534)**	**$14,515,501**	**$25,479,103**	**$25,479,103**
Enterprise Funds							
5010	AIRPORT	$780,075	$3,040,699	($4,134,031)	$1,013,000	$699,744	$699,744
5100	UTILITIES SHARED SERVICES	$58,798	$18,726,890	($18,182,454)	($203,000)	$400,234	$400,234
5160	SHARED SVCS EQUIP REPL RESERVE	$292,821	$10,000	($504,883)	$203,000	$938	$938
5200	GAS OPERATIONS	$3,305,763	$30,342,099	($30,281,585)	($1,150,000)	$2,216,277	$2,216,277
5205	GAS CONTINGENCY FUND	$61,894	$6,000	($50,000)	$0	$17,894	$17,894
5250	GAS CAPITAL IMPROVEMENTS	$2,095,529	$15,000	($2,537,086)	$500,000	$73,443	$73,443
5260	GAS EQUIPMENT REPLACE RESERVE	$186,221	$13,000	($822,934)	$650,000	$26,287	$26,287
5280	GAS15A DEBT SERVICE	$26,426	$1,000	$0	$0	$27,426	$27,426
5281	2018 JU DEBT SERVICE FUND	$194,354	$4,000	$0	$0	$198,354	$198,354
5300	WATER OPERATIONS	$190,248	$21,866,813	($21,933,995)	$0	$123,066	$123,066
5301	WATER DEVELOPMENT	$503,086	$805,238	($1,008,261)	($200,000)	$100,063	$100,063
5305	WATER CONTINGENCY FUND	$62,156	$5,000	($50,000)	$0	$17,156	$17,156
5320	WATER ACQUISITION	$557,646	$876,500	($1,346,514)	$0	$87,632	$87,632
5331	WATER09 DEBT SERVICE	$14,834	$800	$0	$0	$15,634	$15,634
5332	WATER10 DEBT SERVICE	$498,827	$10,000	$0	$0	$508,827	$508,827
5335	WATER15 DEBT SERVICE	$37,617	$1,000	$0	$0	$38,617	$38,617
5336	WATER15A DEBT SERVICE	$55,748	$1,800	$0	$0	$57,548	$57,548
5337	WATER16 DEBT SERVICE	$126,374	$3,500	$0	$0	$129,874	$129,874
5339	2018 JU DEBT SERVICE FUND	$573,543	$8,500	$0	$0	$582,043	$582,043
5342	WATER10 DEBT SERVICE RESERVE	$89	$0	$0	$0	$89	$89
5345	WATER15 BOND PROJECTS	$5,531	$0	$0	$0	$5,531	$5,531
5346	WATER15A BOND PROJECTS	$46,662	$500	$0	$0	$47,162	$47,162
5347	WATER16 BOND PROJECTS	$2,558	$50	$0	$0	$2,608	$2,608
5349	2018 JU IMPROVEMENT REV BOND	$242,239	$3,000	$0	$0	$245,239	$245,239
5350	WATER CAPITAL IMPROVEMENTS	$2,393,642	$9,000	($2,345,464)	$0	$57,178	$57,178
5360	WATER EQUIPMENT REPL RESERVE	$655,020	$60,000	($713,993)	$0	$1,027	$1,027
5374	WATER05A BOND PROJECTS	$5,307	$0	$0	$0	$5,307	$5,307
5375	WATER06 BOND PROJECTS	$63,695	$0	$0	$0	$63,695	$63,695
5377	WATER NMFA LOAN PROJECTS	$9,722	$0	$0	$0	$9,722	$9,722
5378	WATER07 NMFA PROJECTS	$34,941	$0	($34,941)	$0	$0	$0
5379	WATER14 BOND PROJECTS	$59,415	$0	$0	$0	$59,415	$59,415
5385	WATER20A DEBT SERVICE	$37,991	$1,000	$0	$0	$38,991	$38,991
5389	WATER14 DEBT SERVICE	$1,036,812	$10,000	$0	$0	$1,046,812	$1,046,812
5395	WATER20A PROJECT	$2,115,201	$50,000	($2,115,201)	$0	$50,000	$50,000
5396	WATER14 BOND PROJECTS	$2,692	$1,000	$0	$0	$3,692	$3,692
5400	WASTEWATER OPERATIONS	$354,863	$15,513,230	($15,286,184)	($384,699)	$197,210	$197,210
5401	WASTEWATER DEVELOPMENT	$7,216,077	$1,990,000	($785,646)	$200,000	$8,620,431	$8,620,431
5405	WW CONTINGENCY FUND	$242,271	$1,000	($100,000)	$0	$143,271	$143,271
5420	WW WATER RECLAMATION PROJECT	$1,024,516	$10,000	($900,203)	$1,000,000	$1,134,313	$1,134,313
5431	WW09 DEBT SERVICE	$14,834	$500	$0	$0	$15,334	$15,334
5432	WW10 DEBT SERVICE	$342,292	$4,000	$0	$0	$346,292	$346,292
5435	WW15 DEBT SERVICE	$188,000	$15,000	$0	$0	$203,000	$203,000
5436	WW15A DEBT SERVICE	$31,788	$1,000	$0	$0	$32,788	$32,788
5441	WW20B DEBT SERVICE	$29,702	$2,500	$0	$0	$32,202	$32,202
5442	WW10 DEBT SERVICE RESERVE	$29	$0	$0	$0	$29	$29
5445	WW15 BOND PROJECTS	$459,380	$0	$0	$0	$459,380	$459,380
5446	WW15A BOND PROJECTS	$16,555	$0	$0	$0	$16,555	$16,555
5447	2017 JU IMPROVEMENT REV BOND	$2,115	$0	$0	$0	$2,115	$2,115
5450	WASTEWATER CAPITAL IMPROVEMENT	$1,904,010	$1,732,711	($4,007,100)	$371,000	$621	$621
5451	WW20B PROJECTS	$730,434	$25,000	($730,434)	$0	$25,000	$25,000
5460	WASTEWATER EQUIP REPL RESERVE	$69,226	$10,000	($92,925)	$13,699	$0	$0
5479	WW14 BOND PROJECTS	$195	$0	$0	$0	$195	$195
5481	WW14 DEBT SERVICE	$154,471	$1,000	$0	$0	$155,471	$155,471
5485	WW20A DEBT SERVICE	$11,828	$0	$0	$0	$11,828	$11,828
5491	WW14 BOND PROJECTS	$424	$0	$0	$0	$424	$424
5495	WW20A PROJECT	$220,001	$25,000	($220,001)	$0	$25,000	$25,000
5496	WW23 PROJECT	$0	$17,144,093	($17,144,093)	$0	$0	$0
5500	SOLID WASTE OPERATIONS	$2,455,592	$18,397,516	($19,996,515)	$1,000,000	$1,856,594	$1,856,594
5505	SOLID WASTE CONTINGENCY FUND	$1,408,276	$0	($150,000)	($1,000,000)	$258,276	$258,276
5510	SOLID WASTE LANDFILL CLOSURE	$3,776,163	$50,000	($149,361)	$0	$3,676,802	$3,676,802
5560	SOLID WASTE EQUIP REPL RESERVE	$4,352,128	$155,000	($4,381,393)	$0	$125,735	$125,735

FISCAL YEAR 2025 PROPOSED
May 20, 2024

5587	SW NMFA LOAN DEBT SERVICE	$437,084	$8,000	$0	$0	$445,084	$445,084
5920	TRANSIT OPERATING	($575)	$0	($1,598,182)	$2,848,508	$1,249,751	$1,249,751
5921	TRANSIT GRANTS	$2	$1,838,474	($1,838,474)	$0	$2	$2
5923	TRANSIT CAPITAL	$3,897,404	$13,804,155	($16,371,789)	$857,059	$2,186,829	$2,186,829
5930	ALTERNATIVE FUELS	$5,000	$0	$0	$0	$5,000	$5,000
Enterprise Funds Total		**$45,677,562**	**$146,600,568**	**($169,813,641)**	**$5,718,567**	**$28,183,056**	**$28,183,056**
INTERNAL SERVICE FUNDS							
6150	FLEET SERVICES	$80,044	$8,681,586	($8,728,599)	$0	$33,031	$33,031
6310	UNEMPLOYMENT RESERVE	$1,311,117	$0	$0	$0	$1,311,117	$1,311,117
6320	EMPLOYEE HEALTH	$0	$0	$0	$0	$0	$0
6330	WORKERS COMPENSATION	$1,638,491	$0	($2,249,438)	$890,000	$279,053	$279,053
6340	LIABILITY CLAIMS	$4,750,924	$0	($8,393,609)	$4,300,000	$657,315	$657,315
INTERNAL SERVICE FUNDS Total		**$7,780,576**	**$8,681,586**	**($19,371,646)**	**$5,190,000**	**$2,280,516**	**$2,280,516**
AGENCY FUNDS							
7410	MV REGIONAL DISPATCH AUTHORITY	$976,962	$5,619,841	($6,365,171)	$0	$231,632	$231,632
7420	METRO NARCOTICS AGENCY	$773,363	$681,086	($681,086)	$0	$773,363	$773,363
7440	ANIMAL SERVICES CENTER	$599,678	$4,795,739	($4,795,740)	$0	$599,677	$599,677
7441	ASCMV CAPITAL	$28,012	$0	$0	$0	$28,012	$28,012
7470	BRANIGAN ESTATE	$702,683	$0	($260,000)	$0	$442,683	$442,683
7480	GIFTS AND MEMORIALS	$506,787	$157,078	($438,791)	$0	$225,074	$225,074
7481	VETERANS MEMORIAL WALL	$24,186	$2,000	($2,000)	$0	$24,186	$24,186
7490	METROPOLITAN PLANNING ORGANIZA	$321,619	$647,273	($590,735)	$0	$378,156	$378,156
7492	HIDTA-CLC	$30,520	$1,494,556	($1,430,909)	$0	$94,167	$94,167
AGENCY FUNDS Total		**$3,963,811**	**$13,397,573**	**($14,564,432)**	**$0**	**$2,796,952**	**$2,796,952**
SOUTH CENTRAL SOLID WASTE AUTHORITY							
8100	SC SOLID WASTE AUTHORITY	$5,325,200	$13,331,505	($10,609,926)	$900,000	$8,946,779	$8,946,779
8110	SCSWA CLOSURE/POST CLOSURE	$320,771	$0	$0	$0	$320,771	$320,771
8115	SCSWA ENVIRONMENTAL IMP FEES	$0	$341,564	($281,000)	$0	$60,564	$60,564
8120	SCSWA DEBT CAPITAL PROJECTS	($122,893)	$3,800,000	$0	$0	$3,677,107	$3,677,107
8170	SCSWA RECYCLING	$3,779,536	$5,290,276	($2,947,437)	($650,000)	$5,472,375	$5,472,375
8180	COMMUNITY COLLECTION CTRS	$112,382	$1,798,093	($1,489,937)	$0	$420,538	$420,538
8190	SUNLAND PARK SOLID WASTE	$454,968	$1,323,410	($953,262)	($250,000)	$575,116	$575,116
SOUTH CENTRAL SOLID WASTE AUTHORITY Total		**$9,869,964**	**$25,884,848**	**($16,281,562)**	**$0**	**$19,473,250**	**$19,473,250**
ENDING BALANCE		**$309,182,710**	**$451,791,437**	**($596,654,001)**	**$0**	**$164,320,145**	**($27,523,902)**	**$136,796,243**

GENERAL FUND SUMMARY - FUND 1000
FY2025 PROPOSED BUDGET - MAY 20, 2024

	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
RESOURCES				
BEGINNING BALANCE	$ 52,144,286	$ 63,225,528	$ 63,225,528	$ 56,249,043
REVENUES				
GROSS RECEIPTS TAX	$ 114,589,285	$ 108,485,953	$ 111,625,661	$ 109,241,953
PROPERTY TAX	$ 14,371,555	$ 14,523,222	$ 14,523,222	$ 14,591,651
EXCISE AND OTHER TAXES	$ 6,877,096	$ 6,301,476	$ 6,346,666	$ 6,947,819
OTHER REVENUES	$ 10,115,577	$ 10,982,481	$ 12,273,933	$ 15,191,525
GRANTS	$ 20,825	$ -	$ -	$ -
INTERNET SALES	$ 60	$ -	$ -	$ -
REVENUES Total	$ 145,974,398	$ 140,293,132	$ 144,769,482	$ 145,972,948
EXPENDITURES				
CITY MANAGER	$ (4,514,460)	$ (6,960,552)	$ (6,067,633)	$ (7,542,094)
ECONOMIC DEVELOPMENT	$ (3,122,625)	$ (4,560,321)	$ (2,688,612)	$ (6,768,274)
FIRE & EMERGENCY SERVICES	$ (20,412,300)	$ (23,282,466)	$ (21,132,020)	$ (26,683,389)
LEGAL	$ (1,728,286)	$ (2,728,540)	$ (1,714,131)	$ (2,432,755)
MAYOR AND COUNCIL ADMIN	$ (524,747)	$ (519,035)	$ (537,976)	$ (541,479)
MUNICIPAL COURT	$ (1,541,679)	$ (2,106,314)	$ (1,735,789)	$ (2,343,330)
POLICE	$ (28,538,831)	$ (34,495,376)	$ (31,691,015)	$ (38,153,777)
PUBLIC WORKS	$ (8,819,783)	$ (10,778,075)	$ (9,952,835)	$ (11,093,285)
QUALITY OF LIFE	$ (7,052,719)	$ (9,888,790)	$ (8,471,695)	$ (10,225,837)
AGENCIES	$ (6,002,668)	$ (4,781,377)	$ (4,781,377)	$ (5,224,507)
ASSISTANT CITY MANAGER'S OFFIC	$ (6,344,903)	$ (9,516,011)	$ (7,535,128)	$ (9,293,424)
COMMUNITY DEVELOPMENT	$ (4,243,657)	$ (5,251,207)	$ (4,700,080)	$ (5,438,271)
PARKS & RECREATION	$ (15,732,613)	$ (19,276,111)	$ (16,930,972)	$ (20,574,864)
HUMAN RESOURCES	$ (2,523,594)	$ (3,588,792)	$ (2,994,709)	$ (3,680,618)
CHIEF ADMINISTRATIVE OFFICER	$ (178,946)	$ (285,227)	$ (299,503)	$ (338,302)
FINANCIAL SERVICES	$ (6,042,867)	$ (7,467,500)	$ (6,477,081)	$ (8,143,181)
INFORMATION TECHNOLOGY	$ (5,513,717)	$ (6,355,152)	$ (5,763,856)	$ (6,666,026)
EXPENDITURES Total	$ (122,838,395)	$ (151,840,844)	$ (133,474,413)	$ (165,143,411)
NET TRANSFERS	$ (11,137,428)	$ (19,172,547)	$ (18,322,955)	$ (5,598,745)
ADJUSTMENT	$ 306,044	$ -	$ -	$ -
ENDING BALANCE	$ 64,448,905	$ 32,505,269	$ 56,197,642	$ 31,479,835
2/12 RESERVE OPERATING	$ (20,473,066)	$ (25,306,807)	$ (22,245,735)	$ (27,523,902)
AVAILABLE BALANCE	$ 43,975,839	$ 7,198,461	$ 33,951,906	$ 3,955,933

FY 25 PROPOSED BUDGET
TRANSFERS BETWEEN FUNDS
MAY 20, 2024

From Fund	Fund Name	Project Name	To Fund	To Project	Transfer Amount
GENERAL FUNDS					
1000	**GENERAL FUND**				
1000	**91200**	**VEHICLE ACQUISITION**	**1200**	**91000**	**$ 769,657.00**
1000	**91400**	**FACILITIES MAINTENANCE**	**1400**	**91000**	**$ 125,000.00**
1000	**92780**	**GRIGGS WALNUT PLUME REMED**	**2780**	**91000**	**$ 400,000.00**
1000	**94202**	**GRT STREET MAINTENANCE**	**4202**	**91000**	**$ 4,500,000.00**
1000	**95010**	**AIRPORT FUND**	**5010**	**9100**	**$ 713,000.00**
1000	**95420**	**WW WATER RECLAMATION PROJECT**	**5420**	**91000**	**$ 1,000,000.00**
1000	**96330**	**WORKERS COMPENSATION**	**6330**	**91000**	**$ 890,000.00**
1000	**96340**	**LIABILITY CLAIMS**	**6340**	**91000**	**$ 4,300,000.00**
1000	**GENERAL FUND TOTAL**				**$ 12,697,657.00**
1500	**HHR CONTINGENCY**				
1500	**91000**	**GENERAL FUND**	**1000**	**91500**	**$ 7,098,912.00**
1500	**93028**	**2023 SSGRT DS**	**3028**	**91500**	**$ 1,940,688.00**
1500	**93226**	**2017 SSGRT**	**3226**	**91500**	**$ 764,863.00**
1500	**93286**	**2014 SSGRT E. MESA FACILITY DS**	**3286**	**91500**	**$ 226,609.00**
1500	**93288**	**2014 MGRT STREETS DS**	**3288**	**91000**	**$ 510,761.00**
1500	**93292**	**2015 GRT BOND REFUNDING**	**3292**	**91000**	**$ 1,199,505.00**
1500	**93293**	**2015A HOLD HARMLESS DS**	**3293**	**91500**	**$ 1,603,775.00**
1500	**93294**	**2015B HOLD HARMLESS DS**	**3294**	**91500**	**$ 295,168.00**
1500	**93616**	**2007 NMFA FIRE EQPT DS**	**3616**	**91000**	**$ 529,326.00**
1500	**93618**	**2008 NMFA GRIGGS WLNT PLUME DS**	**3618**	**91000**	**$ 92,645.00**
1500	**93619**	**2008 NMFA FLOOD CTL DS**	**3619**	**91000**	**$ 1,251,636.00**
1500	**93620**	**20A NMFA D**	**3620**	**91500**	**$ 1,024,917.00**
1500	**93621**	**2020B NMFA FAC ESP**	**3621**	**91500**	**$ 446,146.00**
1500	**93622**	**2023 NMFA FIRE EQPT DS**	**3622**	**91500**	**$ 1,459,890.00**
1500	**93632**	**2017 NMFA**	**3632**	**91500**	**$ 295,275.00**
1500	**93633**	**2018 NMFA FIRE EQUIPMENT DS**	**3633**	**91500**	**$ 205,492.00**
1500	**93634**	**20 NMFA ST**	**3634**	**91500**	**$ 253,139.00**
1500	**93636**	**23NMFA STR**	**3636**	**91500**	**$ 985,007.00**
1500	**93637**	**23NMFA FLD**	**3637**	**91500**	**$ 845,944.00**
1500	**93810**	**HUD SECTION 108 LOAN-MONAS**	**3810**	**91500**	**$ 154,552.00**
1500	**95010**	**AIRPORT FUND**	**5010**	**91500**	**$ 300,000.00**
1500	**95920**	**TRANSIT OPERATING**	**5920**	**91500**	**$ 2,848,508.00**
1500	**95923**	**TRANSIT CAPITAL**	**5923**	**91500**	**$ 39,546.00**
1500	**HHR CONTINGENCY TOTAL**				**$ 24,372,304.00**
SPECIAL REVENUE FUNDS					
2450	**PUBLIC SAFETY IMPACT FEE**				
2450	93286	2014 SSGRT E. MESA FACILITY DS	6330	91000	$ 696,241.00
2450	**PUBLIC SAFETY IMPACT FEE TOTAL**				**$ 696,241.00**
2650	**FLOOD CONTROL OPERATIONS**				
2650	93225	2016 FLOOD CONTROL	3225	92650	**$ 307,267.00**
2650	93635	20 NMFA FL	3635	92650	**$ 192,459.00**
2650	94400	FLOOD CONTROL	4400	92650	**$ 1,500,000.00**
2650	**FLOOD CONTROL OPERATIONS TOTAL**				**$ 1,999,726.00**
2705	**TELSHOR FACILITY**				
2705	92700	HEALTH CARE SERVICES MMC LEASE	2700	92705	**$ 600,000.00**
2705	95923	TRANSIT CAPITAL	5923	92705	**$ 817,513.00**
2705	**TELSHOR FACILITY TOTAL**				**$ 1,417,513.00**
2810	**GAS TAX**				
2810	93624	2011 NMFA REFUNDING DS	3624	92810	**$ 365,819.00**
2810	**GAS TAX TOTAL**				**$ 365,819.00**
2815	**TIDD DEDICATED REVENUES**				
2815	94270	TIDD PROJECTS	4270	92815	**$ 8,515,501.00**
2815	**TIDD DEDICATED REVENUES TOTAL**				**$ 8,515,501.00**
2825	**LAS CRUCES CONVENTION CTR FEES**				
2825	93280	2010 SSGRT CONVENTION CTR DS	3280	92825	**$ 1,107,256.00**
2825	**LAS CRUCES CONVENTION CTR FEES TOTAL**				**$ 1,107,256.00**

FY 25 PROPOSED BUDGET
TRANSFERS BETWEEN FUNDS
MAY 20, 2024

ENTERPRISE FUNDS						
5100	**UTILITIES SHARED SERVICES**					
5100	95160	SHARED SVCS EQUIP REPL RESERVE	5160	95100	$	203,000.00
5100	**UTILITIES SHARED SERVICES TOTAL**				**$**	**203,000.00**
5200	**GAS OPERATIONS**					
5200	95250	GAS CAPITAL IMPROVEMENTS	5250	95200	$	500,000.00
5200	95260	GAS EQUIPMENT REPLACE RESERVE	5260	95200	$	650,000.00
5200	**GAS OPERATIONS TOTAL**				**$**	**1,150,000.00**
5301	**WATER DEVELOPMENT**					
5301	95401	WASTEWATER DEVELOPMENT	5401	95301	$	200,000.00
5301	**WATER DEVELOPMENT TOTAL**				**$**	**200,000.00**
5400	**WASTEWATER OPERATIONS**					
5400	95450	WASTEWATER CAPITAL IMPROVEMENT	5450	95400	$	371,000.00
5400	95460	WASTEWATER EQUIP REPL RESERVE	5460	95400	$	13,699.00
5400	**WASTEWATER OPERATIONS TOTAL**				**$**	**384,699.00**
5505	**SOLID WASTE CONTINGENCY FUND**					
5505	95500	SOLID WASTE OPERATIONS	5500	95505	$	1,000,000.00
5505	**SOLID WASTE OPERATIONS TOTAL**				**$**	**1,000,000.00**
AGENCY FUNDS						
6320	**EMPLOYEE HEALTH**					
6320	91000	GENERAL FUND	1000	96320	$	400,408.33
6320	**EMPLOYEE HEALTH TOTAL**				**$**	**400,408.33**
AGENCY FUNDS						
8170	**SCSWA RECYCLING**					
8170	98100	SC SOLID WASTE AUTHORITY	8100	98170	$	650,000.00
8170	**SCSWA RECYCLING TOTAL**				**$**	**650,000.00**
AGENCY FUNDS						
8190	**SUNLAND PARK SOLID WASTE**					
8190	98100	SC SOLID WASTE AUTHORITY	8100	98190	$	250,000.00
8190	**SUNLAND PARK SOLID WASTE TOTAL**				**$**	**250,000.00**
GRAND TOTAL					**$**	**55,410,124.33**

FY 2025
Property Tax Levy

Levy Assumptions			Property Tax Yield
Residential Taxable Value	$	2,244,313,956	
City Residential Millage		0.008821	
Total Residential Production			19,797,093
Non-Residential Taxable Value	$	761,434,211	
City Non-Residential Millage		0.009194	
Total Non-Residential Production			7,000,626
Grand Total (Residential + Non-Residential)			$ 26,797,719

Type of Property Tax	Millage		Estimated Tax Production
General Fund (Gross)			
Residential Taxable Value	0.004775	$ 10,716,599	
Non-Residential Taxable Value	0.005120	3,898,543	
Total General Fund			14,615,142
Debt GO Bond			
Residential Taxable Value	0.002074	4,654,707	
Non-Residential Taxable Value	0.002074	1,579,215	
Total GO Bond			6,233,922
Grand Total (Residential + Non-Residential)			$ 20,849,064
Flood Control			
Residential Taxable Value	0.001972	4,425,787	
Non-Residential Taxable Value	0.002000	1,522,868	
Total Flood Control			5,948,655
Grand Total (Residential + Non-Residential)			$ 26,797,719

	Fund	Property Tax Estimate	
General Fund	1000	$ 14,615,142	
GO Bond	3510	6,233,922	
Flood Control	2650	5,948,655	
Total Estimated Budgeted Property Tax			$ 26,797,719

Position Control Count (Full Time Equivalents)
Proposed Fiscal Year 2025

	FY2022	FY2023	FY2024	FY2025 Proposed	FY2025 Proposed Dept. Total
Department:					
City Manager's Office	220.46	221.96	253.00	9.00	262.00
Community Development	47.50	51.50	49.00	2.00	51.00
Economic Development	28.75	30.75	33.00	-	33.00
Finance	52.50	53.50	55.00	1.00	56.00
Fire	182.00	188.00	205.00	7.00	212.00
Human Resources	19.00	19.00	24.00	1.00	25.00
Information Technology	29.00	30.00	31.00	2.00	33.00
Legal	31.00	33.00	38.00	-	38.00
Legislative	7.87	7.87	8.00	-	8.00
Municipal Court	24.00	24.00	26.00	1.00	27.00
Parks & Recreation	163.70	181.20	260.00	3.00	263.00
Police	330.68	332.68	407.00	7.00	414.00
Public Works	117.50	119.50	125.00	-	125.00
Quality of Life	112.03	112.53	156.00	-	156.00
Utilities	300.00	300.00	325.00	42.00	367.00
City of Las Cruces Total	**1,665.98**	**1,705.48**	**1,995.00**	**75.00**	**2,070.00**
Fiscal Agencies:					
ASCMV	64.63	64.63	65.13	-	65.13
MVRDA	54.00	54.00	52.00	-	52.00
SCSWA	98.00	98.00	108.00	6.00	108.00
Fiscal Agencies Total	216.63	216.63	225.13	6.00	225.13
Total	**1,882.60**	**1,922.10**	**2,220.13**	**81.00**	**2,295.13**

New positions are listed below:

Department	Position Request	FTE
City Manager's Office		
Facilities	2 Custodians	2.00
Sustainability	Sustainability Specialist	1.00
Transit	Logistics Specialist	1.00
	*Executive Assistant	1.00
	*3 Transit Fleet Tech II	3.00
	*Transit Fleet Tech III	1.00
Community Development	*2 Combination Building Inspector	2.00
Finance	Purchasing Specialist	1.00
Fire	Licensed Clinical Social Worker	1.00
	*Logistics Specialist	1.00
	Public Educator	1.00
	Fire Fighters	4.00
Human Resources	Digital Compliance Specialist	1.00
Information Technology	Application Analyst	1.00
	*Sr. IT Application Analyst	1.00
Municipal Court	Public Defender	1.00
Parks & Recreation	Park Maintenance Worker	1.00
	*Sr. Park Maintenance Worker	1.00
	*Sr. Park Maintenance Worker	1.00

Police	3 Park Rangers	3.00
	4 Real Time Crime Center Techs	4.00
Utilities		
	Senior Office Assistant	2.00
	Rate Analyst	1.00
	Warehouse Worker	1.00
	Building Maintenance Worker (Contract)	1.00
	AMI Service Technicians	2.00
	Utility Line Locator	1.00
	Gas Systems Crew Leader (Contract)	1.00
	Heavy Equipment Operator (Contract)	1.00
	Gas Services Worker (Contract)	1.00
	Senior Business Systems Analyst	1.00
	Senior Office Assistant (Contract)	1.00
	GIS Technician I	1.00
	SCADA System Technician I (Contract)	1.00
	*Gas Systems Operations Supervisor	1.00
	*Customer Service Manager	1.00
	*Customer Service Account Analyst	8.00
	*Senior Account Analyst	4.00
	*Billing and Receivables Manager	1.00
	*Sr. Billing Tech	1.00
	*Billing Tech	3.00
	*Wastewater Supervisor	1.00
	* Water Conservation Specialist	3.00
	*Safety Officer	1.00
	*Warehouse supervisor	1.00
	*Warehouse Worker	1.00
	*Sr. Warehouse Worker	1.00
	Total New FTE's	**75.00**
SCSWA	2 Drivers	2.00
	1 Light Equipment Operator	1.00
	1 Grants Administrator	1.00
	2 Operations Managers	2.00
	Total New FTE's	**6.00**

Changes in department totals from year to year are due to program relocations.

**Reclassification*

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
General Funds					
1000	GENERAL FUND				
	BEGINNING BALANCE	$ 52,144,286	$ 63,225,528	$ 63,225,528	$ 56,249,043
	REVENUES	$ 146,056,840	$ 140,293,132	$ 144,821,482	$ 145,972,948
	EXPENDITURES				
	PERSONNEL	$ (83,948,961)	$ (98,822,056)	$ (88,490,297)	$ (108,982,586)
	OPERATING	$ (36,160,472)	$ (46,713,813)	$ (41,876,370)	$ (53,228,737)
	CAPITAL	$ (3,542,226)	$ (6,307,975)	$ (3,108,344)	$ (2,932,087)
	COST OF SERVICES	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (123,651,659)	$ (151,843,844)	$ (133,475,011)	$ (165,143,411)
	NET TRANSFERS	$ (11,137,428)	$ (19,172,547)	$ (18,322,955)	$ (5,598,745)
	ADJUSTMENT	$ 306,044			
	GENERAL FUND Ending Balance	**$ 63,718,084**	**$ 32,502,269**	**$ 56,249,043**	**$ 31,479,835**
1030	ECONOMIC DEVELOPMENT				
	BEGINNING BALANCE	$ 1,521,328	$ 1,354,383	$ 1,354,383	$ 1,397,383
	REVENUES	$ 157,832	$ -	$ 108,000	$ 122,000
	EXPENDITURES				
	OPERATING	$ (324,777)	$ (537,418)	$ (65,000)	$ (485,949)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (324,777)	$ (537,418)	$ (65,000)	$ (485,949)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	ECONOMIC DEVELOPMENT Ending Balance	**$ 1,354,383**	**$ 816,965**	**$ 1,397,383**	**$ 1,033,434**
1200	VEHICLE ACQUISITION				
	BEGINNING BALANCE	$ 854,875	$ 973,845	$ 973,845	$ 2,105,568
	REVENUES	$ 31,934	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (1,590,157)	$ (3,449,777)	$ (1,703,290)	$ (2,712,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,590,157)	$ (3,449,777)	$ (1,703,290)	$ (2,712,000)
	NET TRANSFERS	$ 1,677,193	$ 2,835,013	$ 2,835,013	$ 769,657
	ADJUSTMENT				
	VEHICLE ACQUISITION Ending Balance	**$ 973,845**	**$ 359,081**	**$ 2,105,568**	**$ 163,225**
1400	FACILITIES MAINTENANCE				
	BEGINNING BALANCE	$ 1,650,882	$ 1,304,234	$ 1,304,234	$ 22,178
	REVENUES	$ 35,292	$ 20,100	$ 35,278	$ 17,500
	EXPENDITURES				
	OPERATING	$ (48,583)	$ (220,000)	$ (220,000)	$ -
	CAPITAL	$ (429,480)	$ (1,406,334)	$ (1,222,334)	$ (164,678)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (478,063)	$ (1,626,334)	$ (1,442,334)	$ (164,678)
	NET TRANSFERS	$ 96,123	$ 302,000	$ 125,000	$ 125,000
	ADJUSTMENT				
	FACILITIES MAINTENANCE Ending Balance	**$ 1,304,234**	**$ -**	**$ 22,178**	**$ 0**
1500	HHR CONTINGENCY				
	BEGINNING BALANCE	$ 7,329,615	$ 13,967,612	$ 13,967,612	$ 8,383,133
	REVENUES	$ 14,278,955	$ 14,640,868	$ 16,008,378	$ 16,489,171
	EXPENDITURES				
	OPERATING	$ (493,788)	$ (780,446)	$ (602,814)	$ (500,000)
	CAPITAL	$ (148,081)	$ (250,000)	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (641,869)	$ (1,030,446)	$ (602,814)	$ (500,000)
	NET TRANSFERS	$ (6,999,088)	$ (21,289,085)	$ (20,990,043)	$ (24,372,304)
	ADJUSTMENT				
	HHR CONTINGENCY Ending Balance	**$ 13,967,612**	**$ 6,288,949**	**$ 8,383,133**	**$ (0)**
General Funds Total		**$ 81,318,158**	**$ 39,967,263**	**$ 68,157,306**	**$ 32,676,495**

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
Special Revenue Funds					
2000	HUD COMMUNITY DEVELOPMENT				
	BEGINNING BALANCE	$ 34,247	$ 62,519	$ 62,519	$ 3,324,582
	REVENUES	$ 1,914,127	$ 6,683,075	$ 6,327,440	$ 7,004,543
	EXPENDITURES				
	PERSONNEL	$ (287,730)	$ (313,947)	$ (311,859)	$ (381,522)
	OPERATING	$ (1,248,125)	$ (6,103,896)	$ (2,736,286)	$ (6,390,252)
	CAPITAL	$ (350,000)	$ (270,000)	$ (17,232)	$ (232,768)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,885,854)	$ (6,687,842)	$ (3,065,377)	$ (7,004,543)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	HUD COMMUNITY DEVELOPMENT Ending Balance	**$ 62,519**	**$ 57,752**	**$ 3,324,582**	**$ 3,324,582**
2013	AFFORDABLE HOUSING TRUST				
	BEGINNING BALANCE	$ 2,088,384	$ 1,989,677	$ 1,989,677	$ 1,884,027
	REVENUES	$ 5,176	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ (103,882)	$ (792,907)	$ (105,650)	$ (792,907)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (103,882)	$ (792,907)	$ (105,650)	$ (792,907)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	AFFORDABLE HOUSING TRUST Ending Balance	**$ 1,989,678**	**$ 1,196,770**	**$ 1,884,027**	**$ 1,091,120**
2100	SPECIAL REVENUE REIMB GRANTS				
	BEGINNING BALANCE	$ 24,280	$ -	$ -	$ 270,735
	REVENUES	$ 10,652,125	$ 33,539,460	$ 12,507,616	$ 22,851,831
	EXPENDITURES				
	PERSONNEL	$ (6,839,239)	$ (6,196,286)	$ (4,585,314)	$ (3,538,538)
	OPERATING	$ (3,037,419)	$ (22,185,877)	$ (6,528,556)	$ (16,974,122)
	CAPITAL	$ (775,467)	$ (5,157,297)	$ (123,011)	$ (2,341,956)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (10,652,125)	$ (33,539,460)	$ (11,236,881)	$ (22,854,616)
	NET TRANSFERS	$ -	$ -	$ (1,000,000)	$ -
	ADJUSTMENT				
	SPECIAL REVENUE REIMB GRANTS Ending Balance	**$ 24,280**	**$ -**	**$ 270,735**	**$ 267,950**
2130	RECREATION PROJECTS				
	BEGINNING BALANCE	$ 92,886	$ 105,423	$ 105,423	$ 113,423
	REVENUES	$ 12,538	$ 10,000	$ 8,000	$ 10,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (50,000)	$ -	$ (50,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (50,000)	$ -	$ (50,000)
	ADJUSTMENT				
	RECREATION PROJECTS Ending Balance	**$ 105,424**	**$ 65,423**	**$ 113,423**	**$ 73,423**
2300	FIRE FUND				
	BEGINNING BALANCE	$ 316,275	$ 316,275	$ 316,275	$ 141,132
	REVENUES	$ 718,199	$ 2,103,096	$ 1,487,189	$ 1,978,330
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ (673,907)	$ (1,971,228)	$ (1,622,332)	$ (1,880,285)
	CAPITAL	$ (44,292)	$ (131,868)	$ (40,000)	$ (98,045)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (718,199)	$ (2,103,096)	$ (1,662,332)	$ (1,978,330)

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	FIRE FUND Ending Balance	**$ 316,275**	**$ 316,275**	**$ 141,132**	**$ 141,132**
2303	EMERGENCY MEDICAL SERVICES				
	BEGINNING BALANCE	$ 164	$ 164	$ 164	$ 1,092
	REVENUES	$ 20,000	$ 19,072	$ 20,000	$ 20,000
	EXPENDITURES				
	OPERATING	$ (20,000)	$ (19,072)	$ (19,072)	$ (20,000)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (20,000)	$ (19,072)	$ (19,072)	$ (20,000)
	ADJUSTMENT				
	EMERGENCY MEDICAL SERVICES Ending Balance	**$ 164**	**$ 164**	**$ 1,092**	**$ 1,092**
2401	POLICE PROTECTION FUND				
	BEGINNING BALANCE	$ 17,308	$ -	$ -	$ 33,000
	REVENUES	$ 212,251	$ 414,500	$ 414,500	$ 401,000
	EXPENDITURES				
	PERSONNEL	$ -	$ (60,000)	$ (61,000)	$ (60,000)
	OPERATING	$ (205,927)	$ (336,530)	$ (320,500)	$ (341,000)
	CAPITAL	$ (6,324)	$ (17,970)	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (212,251)	$ (414,500)	$ (381,500)	$ (401,000)
	NET TRANSFERS	$ (17,308)	$ -	$ -	$ -
	ADJUSTMENT				
	POLICE PROTECTION FUND Ending Balance	**$ 0**	**$ (0)**	**$ 33,000**	**$ 33,000**
2421	DWI PREVENTION				
	BEGINNING BALANCE	$ 12,792	$ 12,143	$ 12,143	$ 11,143
	REVENUES	$ 8,272	$ 10,000	$ 9,000	$ 10,000
	EXPENDITURES				
	OPERATING	$ (8,921)	$ (10,000)	$ (10,000)	$ (10,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (8,921)	$ (10,000)	$ (10,000)	$ (10,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	DWI PREVENTION Ending Balance	**$ 12,144**	**$ 12,143**	**$ 11,143**	**$ 11,143**
2423	TRAFFIC SAFETY EDUCATION				
	BEGINNING BALANCE	$ 34,941	$ 17,369	$ 17,369	$ 15,398
	REVENUES	$ 9,018	$ 10,316	$ 10,316	$ 10,316
	EXPENDITURES				
	PERSONNEL	$ (3,460)	$ (7,150)	$ (5,387)	$ (2,500)
	OPERATING	$ (23,129)	$ (13,166)	$ (6,900)	$ (7,816)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (26,589)	$ (20,316)	$ (12,287)	$ (10,316)
	ADJUSTMENT				
	TRAFFIC SAFETY EDUCATION Ending Balance	**$ 17,370**	**$ 7,369**	**$ 15,398**	**$ 15,398**
2440	PRISONER CARE				
	BEGINNING BALANCE	$ 1,678,069	$ 307,739	$ 307,739	$ 637,739
	REVENUES	$ (322,251)	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ (548,078)	$ (750,000)	$ (420,000)	$ (550,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (548,078)	$ (750,000)	$ (420,000)	$ (550,000)
	NET TRANSFERS	$ (500,000)	$ 1,000,000	$ 750,000	$ -
	ADJUSTMENT				
	PRISONER CARE Ending Balance	**$ 307,740**	**$ 557,739**	**$ 637,739**	**$ 87,739**
2450	PUBLIC SAFETY IMPACT FEE				
	BEGINNING BALANCE	$ 553,100	$ 388,341	$ 388,341	$ 508,810
	REVENUES	$ 584,860	$ 550,000	$ 850,000	$ 1,051,210
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (749,618)	$ (729,531)	$ (729,531)	$ (696,241)
	ADJUSTMENT				
	PUBLIC SAFETY IMPACT FEE Ending Balance	**$ 388,342**	**$ 208,810**	**$ 508,810**	**$ 863,779**
2472	VEHICLE FORFEITURE				
	BEGINNING BALANCE	$ 109,944	$ 106,251	$ 106,251	$ 99,219
	REVENUES	$ 2,311	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ (6,004)	$ (5,200)	$ (7,032)	$ (7,632)
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (6,004)	$ (5,200)	$ (7,032)	$ (7,632)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VEHICLE FORFEITURE Ending Balance	**$ 106,252**	**$ 101,051**	**$ 99,219**	**$ 91,587**
2490	JUDICIAL EDUCATION				
	BEGINNING BALANCE	$ 3,263	$ 4,658	$ 4,658	$ 4,658
	REVENUES	$ 10,685	$ 10,000	$ 10,000	$ 10,000
	EXPENDITURES				
	OPERATING	$ (9,289)	$ (10,000)	$ (10,000)	$ (10,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (9,289)	$ (10,000)	$ (10,000)	$ (10,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	JUDICIAL EDUCATION Ending Balance	**$ 4,658**	**$ 4,658**	**$ 4,658**	**$ 4,658**
2491	COURT AUTOMATION				
	BEGINNING BALANCE	$ 473,536	$ 453,220	$ 453,220	$ 377,120
	REVENUES	$ 60,003	$ 41,000	$ 37,000	$ 41,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ (80,319)	$ (113,100)	$ (113,100)	$ (148,100)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (80,319)	$ (113,100)	$ (113,100)	$ (148,100)
	ADJUSTMENT				
	COURT AUTOMATION Ending Balance	**$ 453,220**	**$ 381,120**	**$ 377,120**	**$ 270,020**
2650	FLOOD CONTROL OPERATIONS				
	BEGINNING BALANCE	$ 1,760,004	$ 558,014	$ 558,014	$ 1,357,267
	REVENUES	$ 5,584,609	$ 5,557,369	$ 5,564,799	$ 5,723,983
	EXPENDITURES				
	PERSONNEL	$ (1,809,779)	$ (2,123,506)	$ (1,800,375)	$ (2,081,946)
	OPERATING	$ (932,398)	$ (1,020,165)	$ (813,768)	$ (1,058,915)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,742,177)	$ (3,143,671)	$ (2,614,143)	$ (3,140,860)
	NET TRANSFERS	$ (3,807,226)	$ (2,151,403)	$ (2,151,403)	$ (1,999,726)
	ADJUSTMENT				
	FLOOD CONTROL OPERATIONS Ending Balance	**$ 795,210**	**$ 820,309**	**$ 1,357,267**	**$ 1,940,664**
2700	HEALTH CARE SERVICES MMC LEASE				
	BEGINNING BALANCE	$ 7,837,120	$ 1,530,461	$ 1,530,461	$ 535,878
	REVENUES	$ 75,807	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ (1,141,192)	$ (664,918)	$ (664,039)	$ (664,918)
	CAPITAL	$ (3,242,163)	$ (507,837)	$ (330,544)	$ (177,292)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,383,355)	$ (1,172,754)	$ (994,583)	$ (842,210)
	NET TRANSFERS	$ (1,999,111)	$ -	$ -	$ 600,000
	ADJUSTMENT				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	HEALTH CARE SERVICES MMC LEASE Ending Balance	**$ 1,530,461**	**$ 357,707**	**$ 535,878**	**$ 293,667**
2705	TELSHOR FACILITY				
	BEGINNING BALANCE	$ 48,292,873	$ 38,578,570	$ 38,578,570	$ 36,833,769
	REVENUES	$ 5,070,535	$ -	$ 211,881	$ 85,000
	EXPENDITURES				
	OPERATING	$ -	$ (6,118,000)	$ (650,686)	$ (15,078,000)
	CAPITAL	$ -	$ (1,538,000)	$ (435,378)	$ (11,825,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (7,656,000)	$ (1,086,064)	$ (26,903,000)
	NET TRANSFERS	$ (311,383)	$ (870,618)	$ (870,618)	$ (1,417,513)
	ADJUSTMENT				
	TELSHOR FACILITY Ending Balance	**$ 53,052,025**	**$ 30,051,952**	**$ 36,833,769**	**$ 8,598,256**
2710	CONVENTION & VISITORS BUREAU				
	BEGINNING BALANCE	$ 3,555,743	$ 3,927,719	$ 3,927,719	$ 4,262,370
	REVENUES	$ 2,889,131	$ 3,063,973	$ 3,077,129	$ 3,066,473
	EXPENDITURES				
	PERSONNEL	$ (844,332)	$ (1,082,071)	$ (857,638)	$ (1,118,720)
	OPERATING	$ (1,522,822)	$ (2,634,960)	$ (1,805,474)	$ (1,871,227)
	CAPITAL	$ -	$ (88,000)	$ (79,365)	$ (50,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,367,154)	$ (3,805,031)	$ (2,742,478)	$ (3,039,947)
	NET TRANSFERS	$ (150,000)	$ -	$ -	$ -
	ADJUSTMENT				
	CONVENTION & VISITORS BUREAU Ending Balance	**$ 3,927,720**	**$ 3,186,660**	**$ 4,262,370**	**$ 4,288,896**
2715	DOWNTOWN REVITALIZATION				
	BEGINNING BALANCE	$ 49,643	$ 50,694	$ 50,694	$ 50,694
	REVENUES	$ 1,051	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	DOWNTOWN REVITALIZATION Ending Balance	**$ 50,694**	**$ 50,694**	**$ 50,694**	**$ 50,694**
2725	NATIONAL OPIOID SETTLEMENT				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 2,879,895
	REVENUES	$ 605,240	$ -	$ 2,879,895	$ -
	NATIONAL OPIOID SETTLEMENT Ending Balance	**$ 605,240**	**$ -**	**$ 2,879,895**	**$ 2,879,895**
2770	VALLEY VIEW HESKE GARDEN				
	BEGINNING BALANCE	$ 165,246	$ 163,927	$ 163,927	$ 158,927
	REVENUES	$ 3,492	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ (4,810)	$ (5,000)	$ (5,000)	$ (5,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,810)	$ (5,000)	$ (5,000)	$ (5,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VALLEY VIEW HESKE GARDEN Ending Balance	**$ 163,927**	**$ 158,927**	**$ 158,927**	**$ 153,927**
2780	GRIGGS WALNUT PLUME REMED				
	BEGINNING BALANCE	$ 5,989,914	$ 5,991,653	$ 5,991,653	$ 5,151,799
	REVENUES	$ 245,400	$ 218,324	$ 218,324	$ 200,000
	EXPENDITURES				
	PERSONNEL	$ (33,196)	$ (58,178)	$ (58,178)	$ (30,125)
	OPERATING	$ (556,042)	$ (1,313,363)	$ (1,400,000)	$ (1,339,663)
	CAPITAL	$ (44,921)	$ (86,637)	$ -	$ (30,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (634,160)	$ (1,458,178)	$ (1,458,178)	$ (1,399,788)
	NET TRANSFERS	$ 400,000	$ 400,000	$ 400,000	$ 400,000
	ADJUSTMENT				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	GRIGGS WALNUT PLUME REMED Ending Balance	**$ 6,001,154**	**$ 5,151,799**	**$ 5,151,799**	**$ 4,352,011**
2805	ENVIRONMENTAL PROTECTION FUND				
	BEGINNING BALANCE	$ -	$ 223,674	$ 223,674	$ 223,674
	REVENUES	$ 95,492	$ 200,000	$ 200,000	$ 200,000
	EXPENDITURES				
	OPERATING	$ (8,356)	$ (247,000)	$ (200,000)	$ (200,000)
	EXPENDITURES Total	$ (8,356)	$ (247,000)	$ (200,000)	$ (200,000)
	NET TRANSFERS	$ 136,539	$ -	$ -	$ -
	ENVIRONMENTAL PROTECTION FUND Ending Balance	**$ 223,675**	**$ 176,674**	**$ 223,674**	**$ 223,674**
2810	GAS TAX				
	BEGINNING BALANCE	$ 2,774,067	$ 2,913,727	$ 2,913,727	$ 2,083,849
	REVENUES	$ 1,982,532	$ 2,002,450	$ 2,242,450	$ 2,210,000
	EXPENDITURES				
	PERSONNEL	$ (407,700)	$ (485,551)	$ (434,312)	$ (528,590)
	OPERATING	$ (726,943)	$ (545,490)	$ (358,107)	$ (1,305,745)
	CAPITAL	$ (263,967)	$ (1,835,496)	$ (1,835,496)	$ (965,496)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,398,610)	$ (2,866,537)	$ (2,627,915)	$ (2,799,831)
	NET TRANSFERS	$ (444,262)	$ (444,413)	$ (444,413)	$ (365,819)
	ADJUSTMENT				
	GAS TAX Ending Balance	**$ 2,913,727**	**$ 1,605,227**	**$ 2,083,849**	**$ 1,128,199**
2815	TIDD DEDICATED REVENUES				
	BEGINNING BALANCE	$ 7,168,347	$ 10,552,545	$ 10,552,545	$ 6,697,044
	REVENUES	$ 6,659,364	$ 5,330,200	$ 5,800,000	$ 5,350,200
	EXPENDITURES				
	OPERATING	$ (161,564)	$ (955,000)	$ (640,000)	$ (990,000)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	9K	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (161,564)	$ (955,000)	$ (640,000)	$ (990,000)
	NET TRANSFERS	$ (3,100,000)	$ (9,015,501)	$ (9,015,501)	$ (8,515,501)
	ADJUSTMENT				
	TIDD DEDICATED REVENUES Ending Balance	**$ 10,566,146**	**$ 5,912,244**	**$ 6,697,044**	**$ 2,541,743**
2825	LAS CRUCES CONVENTION CTR FEES				
	BEGINNING BALANCE	$ 612,560	$ 679,374	$ 679,374	$ 410,431
	REVENUES	$ 1,353,000	$ 1,400,000	$ 1,400,000	$ 1,400,000
	EXPENDITURES				
	OPERATING	$ (176,380)	$ (525,000)	$ (557,837)	$ (575,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (176,380)	$ (525,000)	$ (557,837)	$ (575,000)
	NET TRANSFERS	$ (1,109,806)	$ (1,111,106)	$ (1,111,106)	$ (1,107,256)
	ADJUSTMENT				
	LAS CRUCES CONVENTION CTR FEES Ending Balance	**$ 679,375**	**$ 443,268**	**$ 410,431**	**$ 128,175**
Special Revenue Funds Total		**$ 84,297,420**	**$ 50,824,735**	**$ 68,067,675**	**$ 32,856,425**

Debt Service Funds					
3028	2023 SSGRT DS				
	BEGINNING BALANCE		$ -	$ -	$ 1,978,869
	REVENUES	$ 2,704	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ (1,819,577)	$ -	$ (1,911,500)
	EXPENDITURES Total	$ -	$ (1,819,577)	$ -	$ (1,911,500)
	NET TRANSFERS	$ -	$ 1,978,869	$ 1,978,869	$ 1,940,688
	ADJUSTMENT				
	2023 SSGRT DS Ending Balance	**$ 2,704**	**$ 159,292**	**$ 1,978,869**	**$ 2,008,057**
3225	2016 FLOOD CONTROL				
	BEGINNING BALANCE	$ 59,857	$ 64,144	$ 64,144	$ 312,703
	REVENUES	$ 5,454	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (336,200)	$ (322,200)	$ (322,200)	$ (308,200)
	EXPENDITURES Total	$ (336,200)	$ (322,200)	$ (322,200)	$ (308,200)

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	NET TRANSFERS	$ 335,034	$ 570,759	$ 570,759	$ 307,267
	ADJUSTMENT				
	2016 FLOOD CONTROL Ending Balance	**$ 64,145**	**$ 312,703**	**$ 312,703**	**$ 311,770**
3226	2017 SSGRT FAC & STREETS DS				
	BEGINNING BALANCE	$ 100,720	$ 109,921	$ 109,921	$ 107,234
	REVENUES	$ 11,889	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (832,050)	$ (799,800)	$ (799,800)	$ (767,550)
	EXPENDITURES Total	$ (832,050)	$ (799,800)	$ (799,800)	$ (767,550)
	NET TRANSFERS	$ 829,363	$ 797,113	$ 797,113	$ 764,863
	ADJUSTMENT				
	2017 SSGRT FAC & STREETS DS Ending Balance	**$ 109,922**	**$ 107,234**	**$ 107,234**	**$ 104,547**
3275	2010A MGRT STREET DS				
	BEGINNING BALANCE	$ 15,810	$ 16,149	$ 16,149	$ 16,149
	REVENUES	$ 339	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010A MGRT STREET DS Ending Balance	**$ 16,149**	**$ 16,149**	**$ 16,149**	**$ 16,149**
3277	2010B MGRT FLOOD CTL DS				
	BEGINNING BALANCE	$ 5,732	$ 5,855	$ 5,855	$ 5,855
	REVENUES	$ 123	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010B MGRT FLOOD CTL DS Ending Balance	**$ 5,855**	**$ 5,855**	**$ 5,855**	**$ 5,855**
3280	2010 SSGRT CONVENTION CTR DS				
	BEGINNING BALANCE	$ 420,793	$ 444,689	$ 444,689	$ 444,338
	REVENUES	$ 23,746	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (1,109,656)	$ (1,111,457)	$ (1,111,457)	$ (1,107,256)
	9K	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,109,656)	$ (1,111,457)	$ (1,111,457)	$ (1,107,256)
	NET TRANSFERS	$ 1,109,806	$ 1,111,106	$ 1,111,106	$ 1,107,256
	ADJUSTMENT				
	2010 SSGRT CONVENTION CTR DS Ending Balance	**$ 444,689**	**$ 444,338**	**$ 444,338**	**$ 444,338**
3281	2010 SSGRT CONV CENTER RESERVE				
	BEGINNING BALANCE	$ 3,370	$ 3,370	$ 3,370	$ 3,370
	REVENUES	$ 1	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010 SSGRT CONV CENTER RESERVE Ending Balance	**$ 3,371**	**$ 3,370**	**$ 3,370**	**$ 3,370**
3282	2011 GRT FAC DEBT SERVICE				
	BEGINNING BALANCE	$ 126,403	$ 49,008	$ 49,008	$ 1,091,373
	REVENUES	$ 17,365	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (1,137,125)	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,137,125)	$ -	$ -	$ -
	NET TRANSFERS	$ 1,042,365	$ 1,042,365	$ 1,042,365	$ -
	ADJUSTMENT				
	2011 GRT FAC DEBT SERVICE Ending Balance	**$ 49,008**	**$ 1,091,373**	**$ 1,091,373**	**$ 1,091,373**
3284	2011 GRT FAC DEBT SERVICE				
	BEGINNING BALANCE	$ 150	$ 154	$ 154	$ 154
	REVENUES	$ 4	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$	$

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2011 GRT FAC DEBT SERVICE Ending Balance	**$ 154**	**$ 154**	**$ 154**	**$ 154**
3286	2014 SSGRT E. MESA FACILITY DS				
	BEGINNING BALANCE	$ 119,426	$ 132,999	$ 132,999	$ 131,124
	REVENUES	$ 15,824	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (995,850)	$ (968,850)	$ (968,850)	$ (946,350)
	EXPENDITURES Total	$ (995,850)	$ (968,850)	$ (968,850)	$ (946,350)
	NET TRANSFERS	$ 993,600	$ 966,975	$ 966,975	$ 922,850
	ADJUSTMENT				
	2014 SSGRT E. MESA FACILITY DS Ending Balance	**$ 133,000**	**$ 131,124**	**$ 131,124**	**$ 107,624**
3288	2014 MGRT STREETS DS				
	BEGINNING BALANCE	$ 68,913	$ 93,875	$ 93,875	$ 92,750
	REVENUES	$ 8,463	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (534,719)	$ (521,219)	$ (521,219)	$ (507,719)
	EXPENDITURES Total	$ (534,719)	$ (521,219)	$ (521,219)	$ (507,719)
	NET TRANSFERS	$ 551,219	$ 520,094	$ 520,094	$ 510,761
	ADJUSTMENT				
	2014 MGRT STREETS DS Ending Balance	**$ 93,876**	**$ 92,750**	**$ 92,750**	**$ 95,792**
3290	2014 MGRT FLOOD PROJECTS				
	BEGINNING BALANCE	$ 14,906	$ 16,693	$ 16,693	$ 6,393
	REVENUES	$ 2,087	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (127,200)	$ (123,600)	$ (123,600)	$ -
	EXPENDITURES Total	$ (127,200)	$ (123,600)	$ (123,600)	$ -
	NET TRANSFERS	$ 126,900	$ 113,300	$ 113,300	$ -
	ADJUSTMENT				
	2014 MGRT FLOOD PROJECTS Ending Balance	**$ 16,693**	**$ 6,393**	**$ 6,393**	**$ 6,393**
3292	2015 GRT BOND REFUNDING				
	BEGINNING BALANCE	$ 120,480	$ 135,500	$ 135,500	$ 135,283
	REVENUES	$ 14,913	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (1,200,288)	$ (1,201,588)	$ (1,201,588)	$ (1,198,988)
	EXPENDITURES Total	$ (1,200,288)	$ (1,201,588)	$ (1,201,588)	$ (1,198,988)
	NET TRANSFERS	$ 1,200,396	$ 1,201,371	$ 1,201,371	$ 1,199,505
	ADJUSTMENT				
	2015 GRT BOND REFUNDING Ending Balance	**$ 135,501**	**$ 135,283**	**$ 135,283**	**$ 135,800**
3293	2015A HOLD HARMLESS DS				
	BEGINNING BALANCE	$ 156,681	$ 176,350	$ 176,350	$ 176,475
	REVENUES	$ 19,315	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (1,598,025)	$ (1,602,275)	$ (1,602,275)	$ (1,603,775)
	EXPENDITURES Total	$ (1,598,025)	$ (1,602,275)	$ (1,602,275)	$ (1,603,775)
	NET TRANSFERS	$ 1,598,380	$ 1,602,400	$ 1,602,400	$ 1,603,775
	ADJUSTMENT				
	2015A HOLD HARMLESS DS Ending Balance	**$ 176,351**	**$ 176,475**	**$ 176,475**	**$ 176,475**
3294	2015B HOLD HARMLESS DS				
	BEGINNING BALANCE	$ 33,118	$ 36,544	$ 36,544	$ 36,486
	REVENUES	$ 3,626	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (298,379)	$ (295,979)	$ (295,979)	$ (295,279)
	EXPENDITURES Total	$ (298,379)	$ (295,979)	$ (295,979)	$ (295,279)
	NET TRANSFERS	$ 298,179	$ 295,921	$ 295,921	$ 295,168
	ADJUSTMENT				
	2015B HOLD HARMLESS DS Ending Balance	**$ 36,545**	**$ 36,486**	**$ 36,486**	**$ 36,375**
3295	2016 VAD BONDS				
	BEGINNING BALANCE	$ 1,250,294	$ 1,422,351	$ 1,422,351	$ 946,224

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	REVENUES	$ 2,147,966	$ 1,071,352	$ 1,071,352	$ 1,071,352
	EXPENDITURES				
	CAPITAL	$ (1,549,528)	$ (1,547,479)	$ (1,547,479)	$ (1,542,811)
	EXPENDITURES Total	$ (1,549,528)	$ (1,547,479)	$ (1,547,479)	$ (1,542,811)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2016 VAD BONDS Ending Balance	**$ 1,848,732**	**$ 946,224**	**$ 946,224**	**$ 474,765**
3510	2019 GO BOND DS				
	BEGINNING BALANCE	$ 6,963,538	$ 8,456,373	$ 8,456,373	$ 11,319,922
	REVENUES	$ 6,850,590	$ 5,684,973	$ 5,684,973	$ 5,684,973
	EXPENDITURES				
	OPERATING	$ (55,768)	$ (170,549)	$ (170,549)	$ (170,549)
	CAPITAL	$ (5,088,625)	$ (5,478,593)	$ (2,650,875)	$ (4,999,450)
	EXPENDITURES Total	$ (5,144,393)	$ (5,649,142)	$ (2,821,424)	$ (5,169,999)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2019 GO BOND DS Ending Balance	**$ 8,669,734**	**$ 8,492,204**	**$ 11,319,922**	**$ 11,834,896**
3616	2022 NMFA FIRE DS				
	BEGINNING BALANCE	$ -	$ 48,420	$ 48,420	$ 48,181
	REVENUES	$ 4,084	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (363,944)	$ (532,032)	$ (532,032)	$ (529,163)
	EXPENDITURES Total	$ (363,944)	$ (532,032)	$ (532,032)	$ (529,163)
	NET TRANSFERS	$ 408,281	$ 531,793	$ 531,793	$ 529,326
	ADJUSTMENT				
	2022 NMFA FIRE DS Ending Balance	**$ 48,421**	**$ 48,181**	**$ 48,181**	**$ 48,344**
3617	NMFA LOANS DSF				
	BEGINNING BALANCE	$ 19,638	$ 17,841	$ 17,841	$ 552,047
	REVENUES	$ 8,412	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (544,414)	$ -	$ -	$ -
	EXPENDITURES Total	$ (544,414)	$ -	$ -	$ -
	NET TRANSFERS	$ 534,206	$ 534,206	$ 534,206	$ -
	ADJUSTMENT				
	NMFA LOANS DSF Ending Balance	**$ 17,841**	**$ 552,047**	**$ 552,047**	**$ 552,047**
3618	2008 NMFA GRIGGS WLNT PLUME DS				
	BEGINNING BALANCE	$ 569,554	$ 583,229	$ 583,229	$ 585,075
	REVENUES	$ 13,675	$ 2,243	$ 2,243	$ 10,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (92,645)	$ (93,042)	$ (93,042)	$ (92,645)
	EXPENDITURES Total	$ (92,645)	$ (93,042)	$ (93,042)	$ (92,645)
	NET TRANSFERS	$ 92,645	$ 92,645	$ 92,645	$ 92,645
	ADJUSTMENT				
	2008 NMFA GRIGGS WLNT PLUME DS Ending Balance	**$ 583,229**	**$ 585,075**	**$ 585,075**	**$ 595,075**
3619	2018 HHGRT DS				
	BEGINNING BALANCE	$ 108,351	$ 128,153	$ 128,153	$ 128,156
	REVENUES	$ 19,623	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (1,249,629)	$ (1,251,771)	$ (1,251,771)	$ (1,251,805)
	EXPENDITURES Total	$ (1,249,629)	$ (1,251,771)	$ (1,251,771)	$ (1,251,805)
	NET TRANSFERS	$ 1,249,808	$ 1,251,774	$ 1,251,774	$ 1,251,636
	ADJUSTMENT				
	2018 HHGRT DS Ending Balance	**$ 128,153**	**$ 128,156**	**$ 128,156**	**$ 127,987**
3620	2020A NMFA FACILITY SSGRT				
	BEGINNING BALANCE	$ 54,014	$ 99,726	$ 99,726	$ 96,643
	REVENUES	$ 9,857	$ -	$ -	$ -
	EXPENDITURES				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	CAPITAL	$ (634,750)	$ (1,065,000)	$ (1,065,000)	$ (1,028,000)
	EXPENDITURES Total	$ (634,750)	$ (1,065,000)	$ (1,065,000)	$ (1,028,000)
	NET TRANSFERS	$ 670,605	$ 1,061,917	$ 1,061,917	$ 1,024,917
	ADJUSTMENT				
	2020A NMFA FACILITY SSGRT Ending Balance	**$ 99,726**	**$ 96,643**	**$ 96,643**	**$ 93,560**
3621	2020B NMFA FACILITIES ESP				
	BEGINNING BALANCE	$ 35,559	$ 42,127	$ 42,127	$ 43,190
	REVENUES	$ 5,422	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (418,250)	$ (432,000)	$ (432,000)	$ (444,750)
	EXPENDITURES Total	$ (418,250)	$ (432,000)	$ (432,000)	$ (444,750)
	NET TRANSFERS	$ 419,396	$ 433,063	$ 433,063	$ 446,146
	ADJUSTMENT				
	2020B NMFA FACILITIES ESP Ending Balance	**$ 42,127**	**$ 43,190**	**$ 43,190**	**$ 44,586**
3622	2023 NMFA FIRE DS				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 926,833
	REVENUES	$ -	$ -	$ 127	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ (805,048)	$ -	$ (1,459,890)
	EXPENDITURES Total	$ -	$ (805,048)	$ -	$ (1,459,890)
	NET TRANSFERS	$ -	$ 926,706	$ 926,706	$ 1,459,890
	ADJUSTMENT				
	2023 NMFA FIRE DS Ending Balance	**$ -**	**$ 121,658**	**$ 926,833**	**$ 926,833**
3623	2008 NMFA PARKING DECK DS				
	BEGINNING BALANCE	$ 10,219	$ 10,437	$ 10,437	$ 10,437
	REVENUES	$ 218	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2008 NMFA PARKING DECK DS Ending Balance	**$ 10,437**	**$ 10,437**	**$ 10,437**	**$ 10,437**
3624	2018 GAS DSF				
	BEGINNING BALANCE	$ 61,062	$ 69,308	$ 69,308	$ 69,269
	REVENUES	$ 8,228	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (399,330)	$ (399,538)	$ (399,538)	$ (399,076)
	EXPENDITURES Total	$ (399,330)	$ (399,538)	$ (399,538)	$ (399,076)
	NET TRANSFERS	$ 399,348	$ 399,499	$ 399,499	$ 365,819
	ADJUSTMENT				
	2018 GAS DSF Ending Balance	**$ 69,308**	**$ 69,269**	**$ 69,269**	**$ 36,012**
3625	2010 NMFA FIRE APPARATUS				
	BEGINNING BALANCE	$ 5,522	$ 5,637	$ 5,637	$ 5,637
	REVENUES	$ 116	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2010 NMFA FIRE APPARATUS Ending Balance	**$ 5,638**	**$ 5,637**	**$ 5,637**	**$ 5,637**
3626	2011 NMFA FIRE APPARATUS				
	BEGINNING BALANCE	$ 2,648	$ 2,704	$ 2,704	$ 2,704
	REVENUES	$ 56	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	2011 NMFA FIRE APPARATUS Ending Balance	**$ 2,704**	**$ 2,704**	**$ 2,704**	**$ 2,704**
3628	2012 NMFA REFUNDING				
	BEGINNING BALANCE	$ 4,054	$ 4,140	$ 4,140	$ 4,140
	REVENUES	$ 86	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2012 NMFA REFUNDING Ending Balance	**$ 4,140**	**$ 4,140**	**$ 4,140**	**$ 4,140**
3630	2014 NMFA SCSWA REFUNDING DS				
	BEGINNING BALANCE	$ 424,355	$ 434,799	$ 434,799	$ 249,258
	REVENUES	$ 194,876	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (184,432)	$ (185,541)	$ (185,541)	$ (181,285)
	EXPENDITURES Total	$ (184,432)	$ (185,541)	$ (185,541)	$ (181,285)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2014 NMFA SCSWA REFUNDING DS Ending Balance	**$ 434,799**	**$ 249,258**	**$ 249,258**	**$ 67,973**
3631	2014 NMFA FIRE APPARATUS DS				
	BEGINNING BALANCE	$ 6,661	$ 6,816	$ 6,816	$ 6,816
	REVENUES	$ 155	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2014 NMFA FIRE APPARATUS DS Ending Balance	**$ 6,816**	**$ 6,816**	**$ 6,816**	**$ 6,816**
3632	2017 NMFA STREETS DS				
	BEGINNING BALANCE	$ 118,133	$ 186,181	$ 186,181	$ 186,188
	REVENUES	$ 7,635	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (294,660)	$ (295,235)	$ (295,235)	$ (295,313)
	EXPENDITURES Total	$ (294,660)	$ (295,235)	$ (295,235)	$ (295,313)
	NET TRANSFERS	$ 355,073	$ 295,242	$ 295,242	$ 295,275
	ADJUSTMENT				
	2017 NMFA STREETS DS Ending Balance	**$ 186,181**	**$ 186,188**	**$ 186,188**	**$ 186,150**
3633	18 NMFA FIRE				
	BEGINNING BALANCE	$ 49,763	$ 59,190	$ 59,190	$ 59,190
	REVENUES	$ 9,427	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (224,172)	$ (224,173)	$ (224,173)	$ (224,173)
	EXPENDITURES Total	$ (224,172)	$ (224,173)	$ (224,173)	$ (224,173)
	NET TRANSFERS	$ 224,173	$ 224,173	$ 224,173	$ 205,492
	ADJUSTMENT				
	18 NMFA FIRE Ending Balance	**$ 59,191**	**$ 59,190**	**$ 59,190**	**$ 40,509**
3634	2020 NMFA STREETS				
	BEGINNING BALANCE	$ 102,448	$ 44,957	$ 44,957	$ 44,726
	REVENUES	$ 22,002	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (1,210,075)	$ (256,156)	$ (256,156)	$ (253,384)
	EXPENDITURES Total	$ (1,210,075)	$ (256,156)	$ (256,156)	$ (253,384)
	NET TRANSFERS	$ 1,130,583	$ 255,925	$ 255,925	$ 253,139
	ADJUSTMENT				
	2020 NMFA STREETS Ending Balance	**$ 44,958**	**$ 44,726**	**$ 44,726**	**$ 44,481**
3635	2020 NMFA FLOOD				
	BEGINNING BALANCE	$ 74,424	$ 33,356	$ 33,356	$ 33,178
	REVENUES	$ 16,027	$ -	$	$

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES				
	CAPITAL	$ (879,930)	$ (194,790)	$ (194,790)	$ (192,648)
	EXPENDITURES Total	$ (879,930)	$ (194,790)	$ (194,790)	$ (192,648)
	NET TRANSFERS	$ 822,835	$ 194,612	$ 194,612	$ 192,459
	ADJUSTMENT				
	2020 NMFA FLOOD Ending Balance	**$ 33,357**	**$ 33,178**	**$ 33,178**	**$ 32,989**
3636	23 NMFA STREETS DBT				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 82,084
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ (969,262)	$ (969,262)	$ (960,007)
	EXPENDITURES Total	$ -	$ (969,262)	$ (969,262)	$ (960,007)
	NET TRANSFERS	$ -	$ 1,051,346	$ 1,051,346	$ 985,007
	23 NMFA STREETS DBT Ending Balance	**$ -**	**$ 82,084**	**$ 82,084**	**$ 107,084**
3637	23 NMFA FLOOD DEBT				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 774,015
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ (703,602)	$ -	$ (844,951)
	EXPENDITURES Total	$ -	$ (703,602)	$ -	$ (844,951)
	NET TRANSFERS	$ -	$ 774,015	$ 774,015	$ 845,944
	23 NMFA FLOOD DEBT Ending Balance	**$ -**	**$ 70,413**	**$ 774,015**	**$ 775,008**
3810	HUD SECTION 108 LOAN-MONAS				
	BEGINNING BALANCE	$ 12,243	$ 12,243	$ 12,243	$ 12,243
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ (151,361)	$ (153,130)	$ (153,130)	$ (154,552)
	EXPENDITURES Total	$ (151,361)	$ (153,130)	$ (153,130)	$ (154,552)
	NET TRANSFERS	$ 151,361	$ 153,130	$ 153,130	$ 154,552
	ADJUSTMENT				
	HUD SECTION 108 LOAN-MONAS Ending Balance	**$ 12,243**	**$ 12,243**	**$ 12,243**	**$ 12,243**
Debt Service Funds Total		**$ 13,595,700**	**$ 14,568,640**	**$ 20,724,712**	**$ 20,574,348**

Capital Funds					
4005	COMMUNITY INVESTMENT PROJECTS				
	BEGINNING BALANCE	$ 2,536,206	$ 2,026,278	$ 2,026,278	$ 1,917,472
	REVENUES	$ 43,973	$ 15,000	$ 15,000	$ 15,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (553,900)	$ (1,829,557)	$ (123,806)	$ (896,098)
	EXPENDITURES Total	$ (553,900)	$ (1,829,557)	$ (123,806)	$ (896,098)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	COMMUNITY INVESTMENT PROJECTS Ending Balance	**$ 2,026,279**	**$ 211,721**	**$ 1,917,472**	**$ 1,036,374**
4028	2023 SSGRT				
	BEGINNING BALANCE	$ -	$ 12,707,481	$ 12,707,481	$ 12,707,481
	REVENUES	$ 12,893,088	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (185,607)	$ (12,700,000)	$ -	$ (12,700,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (185,607)	$ (12,700,000)	$ -	$ (12,700,000)
	ADJUSTMENT				
	2023 SSGRT Ending Balance	**$ 12,707,481**	**$ 7,481**	**$ 12,707,481**	**$ 7,481**
4030	2016 FLOOD PROJECT				
	BEGINNING BALANCE	$ 235,741	$ 246,863	$ 246,863	$ (1)
	REVENUES	$ 6,045	$ 2,862	$ 2,861	$ 2,861
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	NET TRANSFERS	$ -	$ (249,725)	$ (249,725)	$ -
	ADJUSTMENT				
	2016 FLOOD PROJECT Ending Balance	**$ 241,786**	**$ -**	**$ (1)**	**$ 2,860**
4031	2017 FACILITIES PROJECT				
	BEGINNING BALANCE	$ 5,427,485	$ 369,363	$ 369,363	$ 293,939
	REVENUES	$ 11,466	$ 15,000	$ 15,000	$ 15,000
	EXPENDITURES				
	OPERATING	$ -	$ (11,506)	$ -	$ -
	CAPITAL	$ (5,069,588)	$ (351,985)	$ (90,424)	$ (124,976)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (5,069,588)	$ (363,491)	$ (90,424)	$ (124,976)
	ADJUSTMENT				
	2017 FACILITIES PROJECT Ending Balance	**$ 369,363**	**$ 20,872**	**$ 293,939**	**$ 183,963**
4032	2018 HHGRT PUBLIC WORKS				
	BEGINNING BALANCE	$ 3,090,056	$ 406,784	$ 406,784	$ 417,484
	REVENUES	$ 56,704	$ 10,700	$ 10,700	$ 10,700
	EXPENDITURES				
	CAPITAL	$ (2,739,975)	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,739,975)	$ -	$ -	$ -
	ADJUSTMENT				
	2018 HHGRT PUBLIC WORKS Ending Balance	**$ 406,785**	**$ 417,484**	**$ 417,484**	**$ 428,184**
4100	CAPITAL PROJECTS REIMB GRANTS				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 0
	REVENUES	$ 7,176,395	$ 30,168,596	$ 5,094,691	$ 20,526,547
	EXPENDITURES				
	OPERATING	$ (218,067)	$ (963,549)	$ -	$ (950,746)
	CAPITAL	$ (6,970,730)	$ (29,205,047)	$ (5,094,691)	$ (19,575,801)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (7,188,796)	$ (30,168,596)	$ (5,094,691)	$ (20,526,547)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	CAPITAL PROJECTS REIMB GRANTS Ending Balance	**$ (12,402)**	**$ 0**	**$ -**	**$ -**
4106	PUBLIC PARK DEVELOPMENT				
	BEGINNING BALANCE	$ 6,030,853	$ 6,854,723	$ 6,854,723	$ 7,670,232
	REVENUES	$ 1,323,358	$ 1,660,000	$ 1,900,000	$ 1,960,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (499,488)	$ (5,381,308)	$ (1,084,491)	$ (4,917,581)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (499,488)	$ (5,381,308)	$ (1,084,491)	$ (4,917,581)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	PUBLIC PARK DEVELOPMENT Ending Balance	**$ 6,854,723**	**$ 3,133,415**	**$ 7,670,232**	**$ 4,712,651**
4110	PUBLIC PARK PROJECTS				
	BEGINNING BALANCE	$ 37,810	$ 38,610	$ 38,610	$ 38,610
	REVENUES	$ 801	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	PUBLIC PARK PROJECTS Ending Balance	**$ 38,611**	**$ 38,610**	**$ 38,610**	**$ 38,610**
4201	CAPITAL CONTRIBUTIONS				
	BEGINNING BALANCE	$ 253,332	$ 603,350	$ 603,350	$ 603,710
	REVENUES	$ 350,018	$ 360	$ 360	$ 360
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$	$

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	CAPITAL CONTRIBUTIONS Ending Balance	**$ 603,350**	**$ 603,710**	**$ 603,710**	**$ 604,070**
4202	GRT STREET MAINTENANCE				
	BEGINNING BALANCE	$ 7,118,837	$ 9,045,358	$ 9,045,358	$ 10,698,577
	REVENUES	$ 369,937	$ 2,198,243	$ 520,295	$ 472,265
	EXPENDITURES				
	OPERATING	$ (50,193)	$ (64,847)	$ -	$ (64,847)
	CAPITAL	$ (2,093,223)	$ (17,678,754)	$ (5,367,076)	$ (15,605,994)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,143,416)	$ (17,743,601)	$ (5,367,076)	$ (15,670,841)
	NET TRANSFERS	$ 3,700,000	$ 6,500,000	$ 6,500,000	$ 4,500,000
	ADJUSTMENT				
	GRT STREET MAINTENANCE Ending Balance	**$ 9,045,358**	**$ 0**	**$ 10,698,577**	**$ 0**
4205	SPECIAL STREET PROJECTS				
	BEGINNING BALANCE	$ 825,540	$ 914,116	$ 914,116	$ 915,666
	REVENUES	$ 17,359	$ 1,550	$ 1,550	$ 1,550
	EXPENDITURES				
	OPERATING	$ (3,213)	$ -	$ -	$ -
	CAPITAL	$ 74,430	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ 71,217	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SPECIAL STREET PROJECTS Ending Balance	**$ 914,116**	**$ 915,666**	**$ 915,666**	**$ 917,216**
4227	VAD STREET PROJECTS				
	BEGINNING BALANCE	$ 7,770,131	$ 3,271,758	$ 3,271,758	$ 1,502,725
	REVENUES	$ 107,797	$ 5,000	$ 5,000	$ 5,000
	EXPENDITURES				
	CAPITAL	$ (4,606,170)	$ (3,266,350)	$ (1,774,033)	$ (1,492,317)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,606,170)	$ (3,266,350)	$ (1,774,033)	$ (1,492,317)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VAD STREET PROJECTS Ending Balance	**$ 3,271,758**	**$ 10,408**	**$ 1,502,725**	**$ 15,408**
4228	2015A HHS				
	BEGINNING BALANCE	$ 347,756	$ 89,639	$ 89,639	$ 89,639
	REVENUES	$ 740	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (258,857)	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (258,857)	$ -	$ -	$ -
	ADJUSTMENT				
	2015A HHS Ending Balance	**$ 89,639**	**$ 89,639**	**$ 89,639**	**$ 89,639**
4230	GO BOND PROJECT 2019				
	BEGINNING BALANCE	$ 8,298,411	$ 178,157	$ 178,157	$ 149,179
	REVENUES	$ 47,689	$ 200	$ 200	$ 200
	EXPENDITURES				
	CAPITAL	$ (8,167,942)	$ (29,199)	$ (29,178)	$ -
	EXPENDITURES Total	$ (8,167,942)	$ (29,199)	$ (29,178)	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GO BOND PROJECT 2019 Ending Balance	**$ 178,158**	**$ 149,158**	**$ 149,179**	**$ 149,379**
4231	2022 GO BOND				
	BEGINNING BALANCE	$ -	$ 17,015,368	$ 17,015,368	$ 15,273,453
	REVENUES	$ 17,290,965	$ -	$ 324,632	$ -
	EXPENDITURES				
	CAPITAL	$ (190,744)	$ (17,000,000)	$ (2,066,547)	$ (14,833,454)

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES Total	$ (190,744)	$ (17,000,000)	$ (2,066,547)	$ (14,933,454)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	2022 GO BOND Ending Balance	**$ 17,100,221**	**$ 15,368**	**$ 15,273,453**	**$ 339,999**
4270	TIDD PROJECTS				
	BEGINNING BALANCE	$ 1,672,760	$ 3,085,100	$ 3,085,100	$ 10,512,151
	REVENUES	$ 54,823	$ 1,550	$ 1,550	$ 1,550
	EXPENDITURES				
	CAPITAL	$ (242,483)	$ (8,515,500)	$ (1,090,000)	$ (14,115,996)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (242,483)	$ (8,515,500)	$ (1,090,000)	$ (14,115,996)
	NET TRANSFERS	$ 1,600,000	$ 8,515,501	$ 8,515,501	$ 8,515,501
	ADJUSTMENT				
	TIDD PROJECTS Ending Balance	**$ 3,085,100**	**$ 3,086,651**	**$ 10,512,151**	**$ 4,913,206**
4271	TIDD STR BOND PROJECT				
	BEGINNING BALANCE	$ 709,850	$ 706,049	$ 706,049	$ 646,119
	REVENUES	$ (3,801)	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ (200,000)	$ (59,930)	$ (140,070)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (200,000)	$ (59,930)	$ (140,070)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	TIDD STR BOND PROJECT Ending Balance	**$ 706,049**	**$ 506,049**	**$ 646,119**	**$ 506,049**
4400	FLOOD CONTROL				
	BEGINNING BALANCE	$ 4,880,217	$ 6,672,582	$ 6,672,582	$ 7,469,060
	REVENUES	$ 161,083	$ 39,000	$ 39,000	$ 39,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (868,718)	$ (8,185,944)	$ (742,522)	$ (8,345,955)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (868,718)	$ (8,185,944)	$ (742,522)	$ (8,345,955)
	NET TRANSFERS	$ 2,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
	ADJUSTMENT				
	FLOOD CONTROL Ending Balance	**$ 6,672,582**	**$ 25,638**	**$ 7,469,060**	**$ 662,105**
4505	2015B HHS				
	BEGINNING BALANCE	$ 3,315,608	$ 1,138,307	$ 1,138,307	$ 522,389
	REVENUES	$ 68,237	$ -	$ 31,305	$ -
	EXPENDITURES				
	OPERATING	$ (16,615)	$ -	$ -	$ -
	CAPITAL	$ (2,235,621)	$ (1,090,864)	$ (647,223)	$ (522,389)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,252,236)	$ (1,090,864)	$ (647,223)	$ (522,389)
	ADJUSTMENT				
	2015B HHS Ending Balance	**$ 1,131,609**	**$ 47,443**	**$ 522,389**	**$ 0**
4613	NMFA EQUIPMENT				
	BEGINNING BALANCE	$ -	$ 453,581	$ 453,581	$ 5,450,146
	REVENUES	$ 5,031,183	$ -	$ 5,000,000	$ 5,000,000
	EXPENDITURES				
	CAPITAL	$ (4,577,601)	$ (422,399)	$ (3,435)	$ (418,964)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,577,601)	$ (422,399)	$ (3,435)	$ (418,964)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	NMFA EQUIPMENT Ending Balance	**$ 453,582**	**$ 31,182**	**$ 5,450,146**	**$ 10,031,182**
4620	2020A NMFA FACILITY PROJECTS				
	BEGINNING BALANCE	$ 8,984,924	$ 7,149,575	$ 7,149,575	$ 5,883,575
	REVENUES	$ 182,053	$ 15,000	$ 15,000	$ 15,000
	EXPENDITURES				
	CAPITAL	$ (2,017,402)	$ (6,860,010)	$ (1,281,000)	$ (5,579,012)
	EXPENDITURES Total	$ (2,017,402)	$ (6,860,010)	$ (1,281,000)	$ (5,579,012)

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	ADJUSTMENT				
	2020A NMFA FACILITY PROJECTS Ending Balance	**$ 7,149,575**	**$ 304,565**	**$ 5,883,575**	**$ 319,563**
4624	2018 GAS TAX LOAN				
	BEGINNING BALANCE	$ 195	$ 195	$ 195	$ 195
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 GAS TAX LOAN Ending Balance	**$ 195**	**$ 195**	**$ 195**	**$ 195**
4632	2017 NMFA STREETS PROJ				
	BEGINNING BALANCE	$ 65,104	$ 11,427	$ 11,427	$ 11,427
	REVENUES	$ 6,688	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (60,365)	$ -	$ -	$ -
	ADJUSTMENT				
	2017 NMFA STREETS PROJ Ending Balance	**$ 11,427**	**$ 11,427**	**$ 11,427**	**$ 11,427**
4634	2020 NMFA MGRT				
	BEGINNING BALANCE	$ 6,173,274	$ 2,695,139	$ 2,695,139	$ 2,332,875
	REVENUES	$ 76,235	$ 20,000	$ 20,000	$ 20,000
	EXPENDITURES				
	CAPITAL	$ (3,554,370)	$ (2,475,755)	$ (382,264)	$ (1,843,335)
	EXPENDITURES Total	$ (3,554,370)	$ (2,475,755)	$ (382,264)	$ (1,843,335)
	ADJUSTMENT				
	2020 NMFA MGRT Ending Balance	**$ 2,695,139**	**$ 239,384**	**$ 2,332,875**	**$ 509,540**
4636	23 NMFA MGRT				
	BEGINNING BALANCE		$ -	$ -	$ (165,000)
	REVENUES	$ -	$ 8,150,000	$ -	$ 8,150,000
	EXPENDITURES				
	CAPITAL	$ -	$ (8,150,000)	$ (165,000)	$ (7,985,000)
	EXPENDITURES Total	$ -	$ (8,150,000)	$ (165,000)	$ (7,985,000)
	ADJUSTMENT				
	23 NMFA MGRT Ending Balance	**$ -**	**$ -**	**$ (165,000)**	**$ -**
Capital Funds Total		**$ 75,740,487**	**$ 9,866,066**	**$ 84,941,103**	**$ 25,479,103**
Enterprise Funds					
5010	AIRPORT				
	BEGINNING BALANCE	$ 874,168	$ 605,117	$ 605,117	$ 780,075
	REVENUES	$ 1,763,776	$ 7,297,973	$ 3,461,476	$ 3,040,699
	EXPENDITURES				
	PERSONNEL	$ (790,891)	$ (574,058)	$ (510,091)	$ (602,137)
	OPERATING	$ (1,919,213)	$ (3,910,072)	$ (2,764,841)	$ (1,736,894)
	CAPITAL	$ -	$ (4,402,641)	$ (1,024,586)	$ (1,795,000)
	EXPENDITURES Total	$ (2,710,104)	$ (8,886,771)	$ (4,299,518)	$ (4,134,031)
	NET TRANSFERS	$ 858,408	$ 1,013,000	$ 1,013,000	$ 1,013,000
	ADJUSTMENT				
	AIRPORT Ending Balance	**$ 786,248**	**$ 29,320**	**$ 780,075**	**$ 699,744**
5100	UTILITIES SHARED SERVICES				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 58,798
	REVENUES	$ 14,774,610	$ 18,788,615	$ 17,970,068	$ 18,726,890
	EXPENDITURES				
	PERSONNEL	$ (8,299,340)	$ (11,155,453)	$ (10,343,825)	$ (11,720,970)
	OPERATING	$ (5,214,113)	$ (6,687,445)	$ (6,687,445)	$ (6,443,485)
	CAPITAL	$ (16,322)	$ (18,000)	$ (18,000)	$ (18,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (13,529,776)	$ (17,860,898)	$ (17,049,270)	$ (18,182,454)
	NET TRANSFERS	$ (1,025,000)	$ (862,000)	$ (862,000)	$ (203,000)
	ADJUSTMENT				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	UTILITIES SHARED SERVICES Ending Balance	**$ 219,834**	**$ 65,717**	**$ 58,798**	**$ 400,234**
5160	SHARED SVCS EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 292,821
	REVENUES	$ 262,952	$ 1,073	$ 38,328	$ 10,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (858,961)	$ (607,507)	$ (504,883)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (858,961)	$ (607,507)	$ (504,883)
	NET TRANSFERS	$ 1,025,000	$ 862,000	$ 862,000	$ 203,000
	ADJUSTMENT				
	SHARED SVCS EQUIP REPL RESERVE Ending Balance	**$ 1,287,952**	**$ 4,112**	**$ 292,821**	**$ 938**
5200	GAS OPERATIONS				
	BEGINNING BALANCE	$ 6,650,654	$ 6,063,564	$ 6,063,564	$ 3,305,763
	REVENUES	$ 40,351,241	$ 33,293,408	$ 33,303,408	$ 30,342,099
	EXPENDITURES				
	PERSONNEL	$ (4,515,477)	$ (3,808,103)	$ (3,808,103)	$ (4,121,808)
	OPERATING	$ (8,244,767)	$ (10,112,791)	$ (9,491,397)	$ (9,808,515)
	CAPITAL	$ (365,124)	$ (2,093,410)	$ (2,093,410)	$ (718,252)
	COST OF SERVICES	$ (25,527,706)	$ (19,370,531)	$ (19,370,531)	$ (15,633,010)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (38,653,074)	$ (35,384,835)	$ (34,763,441)	$ (30,281,585)
	NET TRANSFERS	$ (200,000)	$ (1,297,768)	$ (1,297,768)	$ (1,150,000)
	ADJUSTMENT				
	GAS OPERATIONS Ending Balance	**$ 8,148,820**	**$ 2,674,369**	**$ 3,305,763**	**$ 2,216,277**
5205	GAS CONTINGENCY FUND				
	BEGINNING BALANCE	$ 488,163	$ 371,987	$ 371,987	$ 61,894
	REVENUES	$ 9,771	$ 5,000	$ 7,000	$ 6,000
	EXPENDITURES				
	OPERATING	$ -	$ (100,000)	$ (100,000)	$ (50,000)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (100,000)	$ (100,000)	$ (50,000)
	NET TRANSFERS	$ (125,946)	$ (217,093)	$ (217,093)	$ -
	ADJUSTMENT				
	GAS CONTINGENCY FUND Ending Balance	**$ 371,988**	**$ 59,894**	**$ 61,894**	**$ 17,894**
5250	GAS CAPITAL IMPROVEMENTS				
	BEGINNING BALANCE	$ 3,215,801	$ 2,798,260	$ 2,798,260	$ 2,095,529
	REVENUES	$ 36,223	$ 8,451	$ 8,451	$ 15,000
	EXPENDITURES				
	CAPITAL	$ -	$ (3,207,063)	$ (1,126,182)	$ (2,537,086)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (3,207,063)	$ (1,126,182)	$ (2,537,086)
	NET TRANSFERS	$ -	$ 415,000	$ 415,000	$ 500,000
	ADJUSTMENT				
	GAS CAPITAL IMPROVEMENTS Ending Balance	**$ 3,252,024**	**$ 14,648**	**$ 2,095,529**	**$ 73,443**
5260	GAS EQUIPMENT REPLACE RESERVE				
	BEGINNING BALANCE	$ 855,669	$ 625,076	$ 625,076	$ 186,221
	REVENUES	$ (98,237)	$ 10,069	$ 31,000	$ 13,000
	EXPENDITURES				
	CAPITAL	$ -	$ (210,716)	$ (109,855)	$ (822,934)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (210,716)	$ (109,855)	$ (822,934)
	NET TRANSFERS	$ 200,000	$ (360,000)	$ (360,000)	$ 650,000
	ADJUSTMENT				
	GAS EQUIPMENT REPLACE RESERVE Ending Balance	**$ 957,432**	**$ 64,429**	**$ 186,221**	**$ 26,287**
5280	GAS15A DEBT SERVICE				
	BEGINNING BALANCE	$ 21,594	$ 25,776	$ 25,776	$ 26,426
	REVENUES	$ 3,512	$ 650	$ 650	$ 1,000
	EXPENDITURES				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GAS15A DEBT SERVICE Ending Balance	**$ 25,106**	**$ 26,426**	**$ 26,426**	**$ 27,426**
5281	2018 JU DEBT SERVICE FUND				
	BEGINNING BALANCE	$ 186,582	$ 193,533	$ 193,533	$ 194,354
	REVENUES	$ 7,690	$ 821	$ 821	$ 4,000
	EXPENDITURES				
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 JU DEBT SERVICE FUND Ending Balance	**$ 194,272**	**$ 194,354**	**$ 194,354**	**$ 198,354**
5300	WATER OPERATIONS				
	BEGINNING BALANCE	$ 6,358,020	$ 1,813,853	$ 1,813,853	$ 190,248
	REVENUES	$ 21,693,894	$ 20,938,222	$ 20,971,884	$ 21,866,813
	EXPENDITURES				
	PERSONNEL	$ (6,540,782)	$ (4,160,349)	$ (4,235,349)	$ (4,852,286)
	OPERATING	$ (11,487,607)	$ (12,550,663)	$ (12,405,695)	$ (11,815,987)
	CAPITAL	$ (1,834,704)	$ (5,059,445)	$ (5,059,445)	$ (5,145,722)
	COST OF SERVICES	$ (109,101)	$ (120,000)	$ (120,000)	$ (120,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (19,972,194)	$ (21,890,457)	$ (21,820,489)	$ (21,933,995)
	NET TRANSFERS	$ (4,477,241)	$ (800,000)	$ (775,000)	$ -
	ADJUSTMENT				
	WATER OPERATIONS Ending Balance	**$ 3,602,479**	**$ 61,618**	**$ 190,248**	**$ 123,066**
5301	WATER DEVELOPMENT				
	BEGINNING BALANCE	$ 247,299	$ 326,598	$ 326,598	$ 503,086
	REVENUES	$ 671,241	$ 1,141,901	$ 1,141,901	$ 805,238
	EXPENDITURES				
	OPERATING	$ (72,845)	$ (64,050)	$ (64,050)	$ (55,050)
	CAPITAL	$ (88,082)	$ (955,587)	$ (801,363)	$ (953,211)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (160,927)	$ (1,019,637)	$ (865,413)	$ (1,008,261)
	NET TRANSFERS	$ 321,000	$ (100,000)	$ (100,000)	$ (200,000)
	ADJUSTMENT				
	WATER DEVELOPMENT Ending Balance	**$ 1,078,613**	**$ 348,862**	**$ 503,086**	**$ 100,063**
5305	WATER CONTINGENCY FUND				
	BEGINNING BALANCE	$ 354,162	$ 361,656	$ 361,656	$ 62,156
	REVENUES	$ 7,495	$ 500	$ 500	$ 5,000
	EXPENDITURES				
	OPERATING	$ -	$ (50,000)	$ -	$ (50,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (50,000)	$ -	$ (50,000)
	NET TRANSFERS	$ -	$ (300,000)	$ (300,000)	$ -
	ADJUSTMENT				
	WATER CONTINGENCY FUND Ending Balance	**$ 361,657**	**$ 12,156**	**$ 62,156**	**$ 17,156**
5320	WATER ACQUISITION				
	BEGINNING BALANCE	$ 1,806,313	$ 1,391,750	$ 1,391,750	$ 557,646
	REVENUES	$ 781,428	$ 920,406	$ 937,500	$ 876,500
	EXPENDITURES				
	PERSONNEL	$ (336,367)	$ (401,470)	$ (401,470)	$ (358,738)
	OPERATING	$ (365,999)	$ (878,273)	$ (878,273)	$ (493,903)
	CAPITAL	$ (171,372)	$ (491,861)	$ (491,861)	$ (493,873)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (873,738)	$ (1,771,604)	$ (1,771,604)	$ (1,346,514)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER ACQUISITION Ending Balance	**$ 1,714,004**	**$ 540,552**	**$ 557,646**	**$ 87,632**
5331	WATER09 DEBT SERVICE				
	BEGINNING BALANCE	$ 12,302	$ 14,625	$ 14,625	$ 14,834
	REVENUES	$ 2,324	$ 209	$ 209	$ 800

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER09 DEBT SERVICE Ending Balance	**$ 14,626**	**$ 14,834**	**$ 14,834**	**$ 15,634**
5332	WATER10 DEBT SERVICE				
	BEGINNING BALANCE	$ 434,377	$ 496,387	$ 496,387	$ 498,827
	REVENUES	$ 27,538	$ 2,440	$ 2,440	$ 10,000
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	9K	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ 29,324	$ -	$ -	$ -
	ADJUSTMENT				
	WATER10 DEBT SERVICE Ending Balance	**$ 491,239**	**$ 498,827**	**$ 498,827**	**$ 508,827**
5335	WATER15 DEBT SERVICE				
	BEGINNING BALANCE	$ 31,822	$ 37,246	$ 37,246	$ 37,617
	REVENUES	$ 4,494	$ 371	$ 371	$ 1,000
	ADJUSTMENT				
	WATER15 DEBT SERVICE Ending Balance	**$ 36,316**	**$ 37,617**	**$ 37,617**	**$ 38,617**
5336	WATER15A DEBT SERVICE				
	BEGINNING BALANCE	$ 46,056	$ 54,971	$ 54,971	$ 55,748
	REVENUES	$ 7,486	$ 777	$ 777	$ 1,800
	ADJUSTMENT				
	WATER15A DEBT SERVICE Ending Balance	**$ 53,542**	**$ 55,748**	**$ 55,748**	**$ 57,548**
5337	WATER16 DEBT SERVICE				
	BEGINNING BALANCE	$ 79,554	$ 95,492	$ 95,492	$ 126,374
	REVENUES	$ 13,855	$ 1,351	$ 1,351	$ 3,500
	NET TRANSFERS	$ -	$ 29,531	$ 29,531	$ -
	ADJUSTMENT				
	WATER16 DEBT SERVICE Ending Balance	**$ 93,409**	**$ 126,374**	**$ 126,374**	**$ 129,874**
5339	2018 JU DEBT SERVICE FUND				
	BEGINNING BALANCE	$ 550,604	$ 571,119	$ 571,119	$ 573,543
	REVENUES	$ 22,694	$ 2,424	$ 2,424	$ 8,500
	ADJUSTMENT				
	2018 JU DEBT SERVICE FUND Ending Balance	**$ 573,298**	**$ 573,543**	**$ 573,543**	**$ 582,043**
5342	WATER10 DEBT SERVICE RESERVE				
	BEGINNING BALANCE	$ 29,323	$ -	$ -	$ 89
	REVENUES	$ -	$ 89	$ 89	$ -
	NET TRANSFERS	$ (29,323)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER10 DEBT SERVICE RESERVE Ending Balance	**$ -**	**$ 89**	**$ 89**	**$ 89**
5345	WATER15 BOND PROJECTS				
	BEGINNING BALANCE	$ 5,639	$ 5,376	$ 5,376	$ 5,531
	REVENUES	$ (263)	$ 155	$ 155	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER15 BOND PROJECTS Ending Balance	**$ 5,377**	**$ 5,531**	**$ 5,531**	**$ 5,531**
5346	WATER15A BOND PROJECTS				
	BEGINNING BALANCE	$ 44,802	$ 45,763	$ 45,763	$ 46,662
	REVENUES	$ 961	$ 899	$ 899	$ 500
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	ADJUSTMENT				
	WATER15A BOND PROJECTS Ending Balance	**$ 45,763**	**$ 46,662**	**$ 46,662**	**$ 47,162**
5347	WATER16 BOND PROJECTS				
	BEGINNING BALANCE	$ 2,473	$ 2,524	$ 2,524	$ 2,558
	REVENUES	$ 52	$ 34	$ 34	$ 50
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER16 BOND PROJECTS Ending Balance	**$ 2,525**	**$ 2,558**	**$ 2,558**	**$ 2,608**
5349	2018 JU IMPROVEMENT REV BOND				
	BEGINNING BALANCE	$ 236,278	$ 241,237	$ 241,237	$ 242,239
	REVENUES	$ 4,960	$ 1,002	$ 1,002	$ 3,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2018 JU IMPROVEMENT REV BOND Ending Balance	**$ 241,238**	**$ 242,239**	**$ 242,239**	**$ 245,239**
5350	WATER CAPITAL IMPROVEMENTS				
	BEGINNING BALANCE	$ 1,948,706	$ 3,168,874	$ 3,168,874	$ 2,393,642
	REVENUES	$ 58,866	$ 37,882	$ 37,882	$ 9,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (3,862,688)	$ (1,513,114)	$ (2,345,464)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (3,862,688)	$ (1,513,114)	$ (2,345,464)
	NET TRANSFERS	$ 2,945,944	$ 700,000	$ 700,000	$ -
	ADJUSTMENT				
	WATER CAPITAL IMPROVEMENTS Ending Balance	**$ 4,953,516**	**$ 44,068**	**$ 2,393,642**	**$ 57,178**
5360	WATER EQUIPMENT REPL RESERVE				
	BEGINNING BALANCE	$ 1,074,994	$ 1,199,524	$ 1,199,524	$ 655,020
	REVENUES	$ 134,804	$ 113,027	$ 113,027	$ 60,000
	EXPENDITURES				
	OPERATING	$ (24)	$ -	$ -	$ -
	CAPITAL	$ -	$ (1,684,601)	$ (1,032,531)	$ (713,993)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (24)	$ (1,684,601)	$ (1,032,531)	$ (713,993)
	NET TRANSFERS	$ 1,210,297	$ 400,000	$ 375,000	$ -
	ADJUSTMENT				
	WATER EQUIPMENT REPL RESERVE Ending Balance	**$ 2,420,071**	**$ 27,950**	**$ 655,020**	**$ 1,027**
5374	WATER05A BOND PROJECTS				
	BEGINNING BALANCE	$ 5,308	$ 5,307	$ 5,307	$ 5,307
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER05A BOND PROJECTS Ending Balance	**$ 5,308**	**$ 5,307**	**$ 5,307**	**$ 5,307**
5375	WATER06 BOND PROJECTS				
	BEGINNING BALANCE	$ 64,632	$ 63,695	$ 63,695	$ 63,695
	REVENUES	$ (937)	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	ADJUSTMENT				
	WATER06 BOND PROJECTS Ending Balance	**$ 63,695**	**$ 63,695**	**$ 63,695**	**$ 63,695**
5377	WATER NMFA LOAN PROJECTS				
	BEGINNING BALANCE	$ 9,724	$ 9,722	$ 9,722	$ 9,722
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (1)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER NMFA LOAN PROJECTS Ending Balance	**$ 9,723**	**$ 9,722**	**$ 9,722**	**$ 9,722**
5378	WATER07 NMFA PROJECTS				
	BEGINNING BALANCE	$ 144,133	$ 34,641	$ 34,641	$ 34,941
	REVENUES	$ (4,571)	$ 300	$ 300	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (34,941)	$ -	$ (34,941)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (34,941)	$ -	$ (34,941)
	ADJUSTMENT				
	WATER07 NMFA PROJECTS Ending Balance	**$ 139,562**	**$ -**	**$ 34,941**	**$ -**
5379	WATER14 BOND PROJECTS				
	BEGINNING BALANCE	$ 61,622	$ 58,161	$ 58,161	$ 59,415
	REVENUES	$ (3,461)	$ 1,254	$ 1,254	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER14 BOND PROJECTS Ending Balance	**$ 58,161**	**$ 59,415**	**$ 59,415**	**$ 59,415**
5385	WATER20A DEBT SERVICE				
	BEGINNING BALANCE	$ 27,557	$ 37,891	$ 37,891	$ 37,991
	REVENUES	$ 9,382	$ 100	$ 100	$ 1,000
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER20A DEBT SERVICE Ending Balance	**$ 36,939**	**$ 37,991**	**$ 37,991**	**$ 38,991**
5389	WATER14 DEBT SERVICE				
	BEGINNING BALANCE	$ 117,612	$ 1,035,482	$ 1,035,482	$ 1,036,812
	REVENUES	$ 27,305	$ 1,330	$ 1,330	$ 10,000
	NET TRANSFERS	$ 887,441	$ -	$ -	$ -
	ADJUSTMENT				
	WATER14 DEBT SERVICE Ending Balance	**$ 1,032,358**	**$ 1,036,812**	**$ 1,036,812**	**$ 1,046,812**
5395	WATER20A PROJECT				
	BEGINNING BALANCE	$ 7,714,159	$ 3,458,786	$ 3,458,786	$ 2,115,201
	REVENUES	$ 104,347	$ 100,000	$ 100,000	$ 50,000
	EXPENDITURES				
	CAPITAL	$ -	$ (3,558,786)	$ (1,443,585)	$ (2,115,201)
	EXPENDITURES Total	$ -	$ (3,558,786)	$ (1,443,585)	$ (2,115,201)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WATER20A PROJECT Ending Balance	**$ 7,818,507**	**$ -**	**$ 2,115,201**	**$ 50,000**
5396	WATER14 BOND PROJECTS				
	BEGINNING BALANCE	$ 887,441	$ -	$ -	$ 2,692
	REVENUES	$ -	$ 2,692	$ 2,692	$ 1,000
	EXPENDITURES				
	GAIN/LOSS	$ -	$ -	$	$

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (887,441)	$ -	$ -	$ -
	ADJUSTMENT				
	WATER14 BOND PROJECTS Ending Balance	**$ -**	**$ 2,692**	**$ 2,692**	**$ 3,692**
5400	WASTEWATER OPERATIONS				
	BEGINNING BALANCE	$ 4,305,697	$ 2,629,977	$ 2,629,977	$ 354,863
	REVENUES	$ 18,072,403	$ 15,562,938	$ 15,562,938	$ 15,513,230
	EXPENDITURES				
	PERSONNEL	$ (6,234,906)	$ (4,466,847)	$ (4,228,696)	$ (4,487,662)
	OPERATING	$ (9,118,888)	$ (10,159,013)	$ (10,095,337)	$ (8,745,314)
	CAPITAL	$ (810,620)	$ (2,039,019)	$ (2,039,019)	$ (2,053,208)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (16,164,413)	$ (16,664,879)	$ (16,363,052)	$ (15,286,184)
	NET TRANSFERS	$ (2,163,000)	$ (1,475,000)	$ (1,475,000)	$ (384,699)
	ADJUSTMENT				
	WASTEWATER OPERATIONS Ending Balance	**$ 4,050,687**	**$ 53,036**	**$ 354,863**	**$ 197,210**
5401	WASTEWATER DEVELOPMENT				
	BEGINNING BALANCE	$ 4,897,107	$ 5,933,798	$ 5,933,798	$ 7,216,077
	REVENUES	$ 1,820,568	$ 1,818,973	$ 1,818,973	$ 1,990,000
	EXPENDITURES				
	OPERATING	$ (54,834)	$ (53,700)	$ (53,700)	$ (44,700)
	CAPITAL	$ (111,583)	$ (738,994)	$ (582,994)	$ (740,946)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (166,416)	$ (792,694)	$ (636,694)	$ (785,646)
	NET TRANSFERS	$ -	$ 100,000	$ 100,000	$ 200,000
	ADJUSTMENT				
	WASTEWATER DEVELOPMENT Ending Balance	**$ 6,551,258**	**$ 7,060,077**	**$ 7,216,077**	**$ 8,620,431**
5405	WW CONTINGENCY FUND				
	BEGINNING BALANCE	$ 267,502	$ 234,271	$ 234,271	$ 242,271
	REVENUES	$ 5,579	$ -	$ 8,000	$ 1,000
	EXPENDITURES				
	OPERATING	$ (38,810)	$ (100,000)	$ -	$ (100,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (38,810)	$ (100,000)	$ -	$ (100,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW CONTINGENCY FUND Ending Balance	**$ 234,271**	**$ 134,271**	**$ 242,271**	**$ 143,271**
5420	WW WATER RECLAMATION PROJECT				
	BEGINNING BALANCE	$ 648,558	$ 942,721	$ 942,721	$ 1,024,516
	REVENUES	$ 26,306	$ 1,092	$ 1,092	$ 10,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (183,731)	$ (919,297)	$ (919,297)	$ (900,203)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (183,731)	$ (919,297)	$ (919,297)	$ (900,203)
	NET TRANSFERS	$ 1,185,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
	ADJUSTMENT				
	WW WATER RECLAMATION PROJECT Ending Balance	**$ 1,676,133**	**$ 1,024,516**	**$ 1,024,516**	**$ 1,134,313**
5431	WW09 DEBT SERVICE				
	BEGINNING BALANCE	$ 12,302	$ 14,625	$ 14,625	$ 14,834
	REVENUES	$ 2,324	$ 209	$ 209	$ 500
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW09 DEBT SERVICE Ending Balance	**$ 14,626**	**$ 14,834**	**$ 14,834**	**$ 15,334**
5432	WW10 DEBT SERVICE				
	BEGINNING BALANCE	$ 319,752	$ 340,800	$ 340,800	$ 342,292
	REVENUES	$ 17,863	$ 1,492	$ 1,492	$ 4,000

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	9K	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW10 DEBT SERVICE Ending Balance	**$ 337,616**	**$ 342,292**	**$ 342,292**	**$ 346,292**
5435	WW15 DEBT SERVICE				
	BEGINNING BALANCE	$ 161,881	$ 186,129	$ 186,129	$ 188,000
	REVENUES	$ 20,165	$ 1,871	$ 1,871	$ 15,000
	NET TRANSFERS	$ 14	$ -	$ -	$ -
	ADJUSTMENT				
	WW15 DEBT SERVICE Ending Balance	**$ 182,060**	**$ 188,000**	**$ 188,000**	**$ 203,000**
5436	WW15A DEBT SERVICE				
	BEGINNING BALANCE	$ 26,251	$ 31,344	$ 31,344	$ 31,788
	REVENUES	$ 4,276	$ 444	$ 444	$ 1,000
	ADJUSTMENT				
	WW15A DEBT SERVICE Ending Balance	**$ 30,527**	**$ 31,788**	**$ 31,788**	**$ 32,788**
5441	WW20B DEBT SERVICE				
	BEGINNING BALANCE	$ 12,016	$ 29,502	$ 29,502	$ 29,702
	REVENUES	$ 5,961	$ 200	$ 200	$ 2,500
	NET TRANSFERS	$ 9,442	$ -	$ -	$ -
	ADJUSTMENT				
	WW20B DEBT SERVICE Ending Balance	**$ 27,419**	**$ 29,702**	**$ 29,702**	**$ 32,202**
5442	WW10 DEBT SERVICE RESERVE				
	BEGINNING BALANCE	$ 9,442	$ -	$ -	$ 29
	REVENUES	$ -	$ 29	$ 29	$ -
	NET TRANSFERS	$ (9,442)	$ -	$ -	$ -
	ADJUSTMENT				
	WW10 DEBT SERVICE RESERVE Ending Balance	**$ -**	**$ 29**	**$ 29**	**$ 29**
5445	WW15 BOND PROJECTS				
	BEGINNING BALANCE	$ 602,151	$ 459,380	$ 459,380	$ 459,380
	REVENUES	$ 503	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW15 BOND PROJECTS Ending Balance	**$ 602,655**	**$ 459,380**	**$ 459,380**	**$ 459,380**
5446	WW15A BOND PROJECTS				
	BEGINNING BALANCE	$ 45,630	$ 16,555	$ 16,555	$ 16,555
	REVENUES	$ 283	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW15A BOND PROJECTS Ending Balance	**$ 45,913**	**$ 16,555**	**$ 16,555**	**$ 16,555**
5447	2017 JU IMPROVEMENT REV BOND				
	BEGINNING BALANCE	$ 16,054	$ 2,115	$ 2,115	$ 2,115
	REVENUES	$ 1,787	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	2017 JU IMPROVEMENT REV BOND Ending Balance	**$ 17,841**	**$ 2,115**	**$ 2,115**	**$ 2,115**
5450	WASTEWATER CAPITAL IMPROVEMENT				
	BEGINNING BALANCE	$ 1,309,483	$ 1,820,879	$ 1,820,879	$ 1,804,040

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	REVENUES	$ 122,947	$ 1,673,681	$ 317,243	$ 1,732,711
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (4,794,121)	$ (1,534,112)	$ (4,007,100)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (4,794,121)	$ (1,534,112)	$ (4,007,100)
	NET TRANSFERS	$ 1,950,000	$ 1,300,000	$ 1,300,000	$ 371,000
	ADJUSTMENT				
	WASTEWATER CAPITAL IMPROVEMENT Ending Balance	**$ 3,382,430**	**$ 439**	**$ 1,904,010**	**$ 621**
5451	WW20B PROJECTS				
	BEGINNING BALANCE	$ 1,823,542	$ 1,109,104	$ 1,109,104	$ 730,434
	REVENUES	$ 45,260	$ 50,000	$ 50,000	$ 25,000
	EXPENDITURES				
	CAPITAL	$ -	$ (1,159,104)	$ (428,670)	$ (730,434)
	EXPENDITURES Total	$ -	$ (1,159,104)	$ (428,670)	$ (730,434)
	ADJUSTMENT				
	WW20B PROJECTS Ending Balance	**$ 1,868,802**	**$ -**	**$ 730,434**	**$ 25,000**
5460	WASTEWATER EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ 663,436	$ 633,524	$ 633,524	$ 69,226
	REVENUES	$ 37,531	$ 7,940	$ 7,940	$ 10,000
	EXPENDITURES				
	CAPITAL	$ -	$ (804,836)	$ (747,238)	$ (92,925)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (804,836)	$ (747,238)	$ (92,925)
	NET TRANSFERS	$ 213,000	$ 175,000	$ 175,000	$ 13,699
	ADJUSTMENT				
	WASTEWATER EQUIP REPL RESERVE Ending Balance	**$ 913,968**	**$ 11,628**	**$ 69,226**	**$ -**
5479	WW14 BOND PROJECTS				
	BEGINNING BALANCE	$ 133	$ 133	$ 133	$ 195
	REVENUES	$ 1	$ 62	$ 62	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW14 BOND PROJECTS Ending Balance	**$ 134**	**$ 195**	**$ 195**	**$ 195**
5481	WW14 DEBT SERVICE				
	BEGINNING BALANCE	$ 10,727	$ 154,317	$ 154,317	$ 154,471
	REVENUES	$ 3,595	$ 154	$ 154	$ 1,000
	NET TRANSFERS	$ 139,787	$ -	$ -	$ -
	ADJUSTMENT				
	WW14 DEBT SERVICE Ending Balance	**$ 154,109**	**$ 154,471**	**$ 154,471**	**$ 155,471**
5485	WW20A DEBT SERVICE				
	BEGINNING BALANCE	$ 8,602	$ 11,828	$ 11,828	$ 11,828
	REVENUES	$ 2,929	$ -	$ -	$ -
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW20A DEBT SERVICE Ending Balance	**$ 11,531**	**$ 11,828**	**$ 11,828**	**$ 11,828**
5491	WW14 BOND PROJECTS				
	BEGINNING BALANCE	$ 139,787	$ -	$ -	$ 424
	REVENUES	$ -	$ 424	$ 424	$ -
	EXPENDITURES				
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ (139,787)	$ -	$ -	$ -
	ADJUSTMENT				
	WW14 BOND PROJECTS Ending Balance	**$ -**	**$ 424**	**$ 424**	**$ 424**

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
5495	WW20A PROJECT				
	BEGINNING BALANCE	$ 1,235,518	$ 212,043	$ 212,043	$ 220,001
	REVENUES	$ 38,074	$ 25,000	$ 25,000	$ 25,000
	EXPENDITURES				
	CAPITAL	$ -	$ (237,043)	$ (17,042)	$ (220,001)
	EXPENDITURES Total	$ -	$ (237,043)	$ (17,042)	$ (220,001)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	WW20A PROJECT Ending Balance	**$ 1,273,592**	**$ -**	**$ 220,001**	**$ 25,000**
5496	WW23 PROJECT				
	BEGINNING BALANCE	$ -	$ -	$ -	$ -
	REVENUES	$ -	$ 17,144,093	$ 17,144,093	$ 17,144,093
	EXPENDITURES				
	CAPITAL	$ -	$ (17,144,093)	$ (17,144,093)	$ (17,144,093)
	EXPENDITURES Total	$ -	$ (17,144,093)	$ (17,144,093)	$ (17,144,093)
	WW23 PROJECT Ending Balance	**$ -**	**$ -**	**$ -**	**$ -**
5500	SOLID WASTE OPERATIONS				
	BEGINNING BALANCE	$ 5,141,970	$ 2,636,043	$ 2,636,043	$ 2,455,592
	REVENUES	$ 18,007,909	$ 17,478,368	$ 17,978,368	$ 18,397,516
	EXPENDITURES				
	PERSONNEL	$ (5,227,019)	$ (3,270,252)	$ (3,270,252)	$ (3,819,535)
	OPERATING	$ (14,184,971)	$ (15,847,228)	$ (15,557,117)	$ (16,048,647)
	CAPITAL	$ -	$ (1,117,906)	$ (288,833)	$ (128,333)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (19,411,990)	$ (20,235,386)	$ (19,116,202)	$ (19,996,515)
	NET TRANSFERS	$ (4,000,000)	$ 957,383	$ 957,383	$ 1,000,000
	ADJUSTMENT				
	SOLID WASTE OPERATIONS Ending Balance	**$ (262,112)**	**$ 836,408**	**$ 2,455,592**	**$ 1,856,594**
5505	SOLID WASTE CONTINGENCY FUND				
	BEGINNING BALANCE	$ 200,000	$ 1,057,891	$ 1,057,891	$ 1,408,276
	REVENUES	$ 38,736	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ (42,737)	$ (150,000)	$ (150,000)	$ (150,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (42,737)	$ (150,000)	$ (150,000)	$ (150,000)
	NET TRANSFERS	$ -	$ 500,385	$ 500,385	$ (1,000,000)
	ADJUSTMENT				
	SOLID WASTE CONTINGENCY FUND Ending Balance	**$ 195,999**	**$ 1,408,276**	**$ 1,408,276**	**$ 258,276**
5510	SOLID WASTE LANDFILL CLOSURE				
	BEGINNING BALANCE	$ 4,155,399	$ 4,211,585	$ 4,211,585	$ 3,776,163
	REVENUES	$ -	$ 7,953	$ 7,953	$ 50,000
	EXPENDITURES				
	PERSONNEL	$ (52,498)	$ (99,974)	$ (99,974)	$ (56,561)
	OPERATING	$ 55,733	$ (343,401)	$ (343,401)	$ (92,800)
	CAPITAL	$ -	$ (425,000)	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ 3,234	$ (868,375)	$ (443,375)	$ (149,361)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SOLID WASTE LANDFILL CLOSURE Ending Balance	**$ 4,158,633**	**$ 3,351,163**	**$ 3,776,163**	**$ 3,676,802**
5560	SOLID WASTE EQUIP REPL RESERVE				
	BEGINNING BALANCE	$ 2,217,968	$ 4,484,282	$ 4,484,282	$ 4,352,128
	REVENUES	$ 648,652	$ 6,855	$ 106,855	$ 155,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (4,491,137)	$ (239,009)	$ (4,381,393)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (4,491,137)	$ (239,009)	$ (4,381,393)
	NET TRANSFERS	$ 4,000,000	$ -	$ -	$ -
	ADJUSTMENT				
	SOLID WASTE EQUIP REPL RESERVE Ending Balance	**$ 6,866,620**	**$ -**	**$ 4,352,128**	**$ 125,735**

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
5587	SW NMFA LOAN DEBT SERVICE				
	BEGINNING BALANCE	$ 426,019	$ 435,149	$ 435,149	$ 437,084
	REVENUES	$ 9,131	$ 1,935	$ 1,935	$ 8,000
	EXPENDITURES				
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	SW NMFA LOAN DEBT SERVICE Ending Balance	**$ 435,150**	**$ 437,084**	**$ 437,084**	**$ 445,084**
5920	TRANSIT OPERATING				
	BEGINNING BALANCE	$ 23,563	$ -	$ -	$ (575)
	REVENUES	$ 6,464,965	$ 5,593,451	$ 3,804,791	$ -
	EXPENDITURES				
	PERSONNEL	$ (8,594,134)	$ (5,384,967)	$ (4,707,437)	$ (503,088)
	OPERATING	$ (2,320,962)	$ (2,634,558)	$ (1,814,003)	$ (1,034,093)
	CAPITAL	$ -	$ (302,115)	$ (12,115)	$ (61,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (10,915,096)	$ (8,321,640)	$ (6,533,554)	$ (1,598,182)
	NET TRANSFERS	$ 894	$ 2,728,189	$ 2,728,189	$ 2,848,508
	ADJUSTMENT				
	TRANSIT OPERATING Ending Balance	**$ (4,425,674)**	**$ 0**	**$ (575)**	**$ 1,249,751**
5921	TRANSIT GRANTS				
	BEGINNING BALANCE	$ 2	$ 2	$ 2	$ 2
	REVENUES	$ -	$ -	$ -	$ 1,838,474
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ (1,410,331)
	OPERATING	$ -	$ -	$ -	$ (184,143)
	CAPITAL	$ -	$ -	$ -	$ (244,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ (1,838,474)
	NET TRANSFERS	$ -	$ (2)	$ -	$ -
	ADJUSTMENT				
	TRANSIT GRANTS Ending Balance	**$ 2**	**$ -**	**$ 2**	**$ 2**
5923	TRANSIT CAPITAL				
	BEGINNING BALANCE	$ 1,036,068	$ 985,206	$ 985,206	$ 3,897,404
	REVENUES	$ 6,160,445	$ 25,924,631	$ 7,318,111	$ 13,804,155
	EXPENDITURES				
	OPERATING	$ -	$ (10,000)	$ -	$ -
	CAPITAL	$ -	$ (30,901,419)	$ (8,407,495)	$ (16,371,789)
	EXPENDITURES Total	$ -	$ (30,911,419)	$ (8,407,495)	$ (16,371,789)
	NET TRANSFERS	$ 60,708	$ 4,001,582	$ 4,001,582	$ 857,059
	ADJUSTMENT				
	TRANSIT CAPITAL Ending Balance	**$ 7,257,221**	**$ (0)**	**$ 3,897,404**	**$ 2,186,829**
5930	ALTERNATIVE FUELS				
	BEGINNING BALANCE	$ 5,000	$ 5,000	$ 5,000	$ 5,000
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	ALTERNATIVE FUELS Ending Balance	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**
Enterprise Funds Total		**$ 75,702,013**	**$ 22,561,641**	**$ 45,677,562**	**$ 28,183,056**

Internal Service Funds					
6150	FLEET SERVICES				
	BEGINNING BALANCE	$ 1,945,224	$ 1,291,677	$ 1,291,677	$ 80,044
	REVENUES	$ 7,618,884	$ 8,926,400	$ 7,114,307	$ 8,681,586
	EXPENDITURES				

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	PERSONNEL	$ (2,308,865)	$ (1,930,629)	$ (1,847,624)	$ (2,087,688)
	OPERATING	$ (1,838,044)	$ (2,127,898)	$ (1,943,317)	$ (2,110,911)
	CAPITAL	$ -	$ (30,000)	$ -	$ (30,000)
	COST OF SERVICES	$ (4,679,499)	$ (4,458,000)	$ (4,535,000)	$ (4,500,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (8,826,408)	$ (8,546,527)	$ (8,325,941)	$ (8,728,599)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	FLEET SERVICES Ending Balance	**$ 737,700**	**$ 1,671,551**	**$ 80,044**	**$ 33,031**
6310	UNEMPLOYMENT RESERVE				
	BEGINNING BALANCE	$ 1,279,827	$ 1,311,117	$ 1,311,117	$ 1,311,117
	REVENUES	$ 63,691	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ (32,400)	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (32,400)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	UNEMPLOYMENT RESERVE Ending Balance	**$ 1,311,118**	**$ 1,311,117**	**$ 1,311,117**	**$ 1,311,117**
6320	EMPLOYEE HEALTH				
	BEGINNING BALANCE	$ 415,304	$ 400,408	$ 400,408	$ -
	REVENUES	$ 125,104	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ 5,540	$ -	$ -	$ -
	OPERATING	$ (16,725)	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (11,185)	$ -	$ -	$ -
	NET TRANSFERS	$ -	$ (400,408)	$ (400,408)	$ -
	ADJUSTMENT				
	EMPLOYEE HEALTH Ending Balance	**$ 529,223**	**$ -**	**$ -**	**$ -**
6330	WORKERS COMPENSATION				
	BEGINNING BALANCE	$ 2,555,856	$ 2,275,296	$ 2,275,296	$ 1,638,491
	REVENUES	$ 389,364	$ -	$ 200,000	$ -
	EXPENDITURES				
	PERSONNEL	$ (43,132)	$ (229,112)	$ (104,872)	$ (174,298)
	OPERATING	$ (1,900,384)	$ (1,993,583)	$ (1,621,933)	$ (2,075,140)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,943,516)	$ (2,222,694)	$ (1,726,805)	$ (2,249,438)
	NET TRANSFERS	$ 1,145,147	$ 890,000	$ 890,000	$ 890,000
	ADJUSTMENT				
	WORKERS COMPENSATION Ending Balance	**$ 2,146,851**	**$ 942,602**	**$ 1,638,491**	**$ 279,053**
6340	LIABILITY CLAIMS				
	BEGINNING BALANCE	$ 3,841,537	$ 4,028,079	$ 4,028,079	$ 4,750,924
	REVENUES	$ 339,452	$ -	$ 317,449	$ -
	EXPENDITURES				
	PERSONNEL	$ (18,803)	$ (47,015)	$ (35,893)	$ (58,109)
	OPERATING	$ (7,552,138)	$ (8,857,056)	$ (5,858,711)	$ (8,335,500)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (7,570,941)	$ (8,904,072)	$ (5,894,604)	$ (8,393,609)
	NET TRANSFERS	$ 6,077,669	$ 6,300,000	$ 6,300,000	$ 4,300,000
	ADJUSTMENT				
	LIABILITY CLAIMS Ending Balance	**$ 2,687,716**	**$ 1,424,007**	**$ 4,750,924**	**$ 657,315**
Internal Service Funds Total		**$ 7,412,609**	**$ 5,349,277**	**$ 7,780,576**	**$ 2,280,516**

Agency Funds					
7410	MV REGIONAL DISPATCH AUTHORITY				
	BEGINNING BALANCE	$ 2,464,181	$ 2,698,861	$ 2,698,861	$ 976,962
	REVENUES	$ 4,951,202	$ 5,196,533	$ 5,196,533	$ 5,619,841
	EXPENDITURES				
	PERSONNEL	$ (3,688,255)	$ (4,351,493)	$ (3,666,441)	$ (4,971,671)
	OPERATING	$ (1,014,870)	$ (1,475,830)	$ (1,482,181)	$ (1,393,500)
	CAPITAL	$ (126,220)	$ (1,782,151)	$ (1,769,810)	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,829,345)	$ (7,609,474)	$ (6,918,432)	$ (6,365,171)
	NET TRANSFERS	$ 1,561	$ -	$ -	$ -
	ADJUSTMENT				
	MV REGIONAL DISPATCH AUTHORITY Ending Balance	**$ 2,587,599**	**$ 285,920**	**$ 976,962**	**$ 231,632**
7420	METRO NARCOTICS AGENCY				
	BEGINNING BALANCE	$ 600,284	$ 669,138	$ 669,138	$ 773,363
	REVENUES	$ 664,070	$ 681,086	$ 661,086	$ 681,086
	EXPENDITURES				
	PERSONNEL	$ (218,990)	$ (300,780)	$ (234,805)	$ (282,730)
	OPERATING	$ (277,917)	$ (325,378)	$ (267,128)	$ (318,306)
	CAPITAL	$ (98,309)	$ (54,928)	$ (54,928)	$ (80,050)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (595,216)	$ (681,086)	$ (556,861)	$ (681,086)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	METRO NARCOTICS AGENCY Ending Balance	**$ 669,138**	**$ 669,138**	**$ 773,363**	**$ 773,363**
7440	ANIMAL SERVICES CENTER				
	BEGINNING BALANCE	$ 416,237	$ 336,502	$ 336,502	$ 599,678
	REVENUES	$ 4,058,357	$ 4,665,592	$ 4,690,725	$ 4,795,739
	EXPENDITURES				
	PERSONNEL	$ (2,951,205)	$ (3,394,246)	$ (3,054,745)	$ (3,593,485)
	OPERATING	$ (1,172,778)	$ (1,231,601)	$ (1,251,362)	$ (1,202,255)
	CAPITAL	$ (150,370)	$ (121,441)	$ (121,441)	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (4,274,353)	$ (4,747,288)	$ (4,427,548)	$ (4,795,740)
	NET TRANSFERS	$ (21,000)	$ -	$ -	$ -
	ADJUSTMENT				
	ANIMAL SERVICES CENTER Ending Balance	**$ 179,242**	**$ 254,806**	**$ 599,678**	**$ 599,677**
7441	ASCMV CAPITAL				
	BEGINNING BALANCE	$ 733,000	$ 28,012	$ 28,012	$ 28,012
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (725,988)	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (725,988)	$ -	$ -	$ -
	NET TRANSFERS	$ 21,000	$ -	$ -	$ -
	ADJUSTMENT				
	ASCMV CAPITAL Ending Balance	**$ 28,012**	**$ 28,012**	**$ 28,012**	**$ 28,012**
7470	BRANIGAN ESTATE				
	BEGINNING BALANCE	$ 1,101,426	$ 907,683	$ 907,683	$ 702,683
	REVENUES	$ 22,930	$ -	$ -	$ -
	EXPENDITURES				
	OPERATING	$ (216,672)	$ (260,000)	$ (205,000)	$ (260,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (216,672)	$ (260,000)	$ (205,000)	$ (260,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	BRANIGAN ESTATE Ending Balance	**$ 907,683**	**$ 647,683**	**$ 702,683**	**$ 442,683**
7480	GIFTS AND MEMORIALS				
	BEGINNING BALANCE	$ 687,580	$ 635,030	$ 635,030	$ 506,787
	REVENUES	$ 30,339	$ 20,965	$ 30,390	$ 157,078
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ (68,482)	$ (417,802)	$ (79,273)	$ (402,791)
	CAPITAL	$ (14,407)	$ (125,000)	$ (79,360)	$ (36,000)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (82,889)	$ (542,802)	$ (158,633)	$ (438,791)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	GIFTS AND MEMORIALS Ending Balance	**$ 635,030**	**$ 113,193**	**$ 506,787**	**$ 225,074**

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
7481	VETERANS MEMORIAL WALL				
	BEGINNING BALANCE	$ 24,348	$ 24,586	$ 24,586	$ 24,186
	REVENUES	$ 1,239	$ 1,000	$ 600	$ 2,000
	EXPENDITURES				
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ (1,000)	$ (1,000)	$ (1,000)	$ (2,000)
	EXPENDITURES Total	$ (1,000)	$ (1,000)	$ (1,000)	$ (2,000)
	NET TRANSFERS	$ -	$ -	$ -	$ -
	ADJUSTMENT				
	VETERANS MEMORIAL WALL Ending Balance	**$ 24,586**	**$ 24,586**	**$ 24,186**	**$ 24,186**
7490	METROPOLITAN PLANNING ORGANIZA				
	BEGINNING BALANCE	$ -	$ -	$ -	$ 321,619
	REVENUES	$ -	$ 511,135	$ 511,135	$ 647,273
	EXPENDITURES				
	PERSONNEL	$ -	$ (389,195)	$ (216,409)	$ (405,845)
	OPERATING	$ -	$ (190,676)	$ (41,843)	$ (184,890)
	EXPENDITURES Total	$ -	$ (579,871)	$ (258,252)	$ (590,735)
	NET TRANSFERS	$ -	$ 68,736	$ 68,736	$ -
	METROPOLITAN PLANNING ORGANIZA Ending Balance	**$ -**	**$ -**	**$ 321,619**	**$ 378,156**
7492	HIDTA-CLC				
	BEGINNING BALANCE	$ (5,268)	$ -	$ -	$ 30,520
	REVENUES	$ 1,260,784	$ 1,291,009	$ 1,470,258	$ 1,494,556
	EXPENDITURES				
	PERSONNEL	$ (125,221)	$ (202,253)	$ (264,523)	$ (275,545)
	OPERATING	$ (1,046,722)	$ (1,082,943)	$ (1,168,215)	$ (1,149,550)
	CAPITAL	$ (88,842)	$ (5,814)	$ (7,000)	$ (5,814)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,260,784)	$ (1,291,010)	$ (1,439,738)	$ (1,430,909)
	NET TRANSFERS	$ 5,268	$ -	$ -	$ -
	ADJUSTMENT				
	HIDTA-CLC Ending Balance	**$ 0**	**$ (1)**	**$ 30,520**	**$ 94,167**
Agency Funds Total		**$ 5,031,291**	**$ 2,023,338**	**$ 3,963,811**	**$ 2,796,952**
South Central Solid Waste Authority					
8100	SC SOLID WASTE AUTHORITY				
	BEGINNING BALANCE	$ 2,255,699	$ 993,648	$ 993,648	$ 5,325,200
	REVENUES	$ 11,115,367	$ 13,138,533	$ 12,542,417	$ 13,331,505
	EXPENDITURES				
	PERSONNEL	$ (3,740,527)	$ (4,998,837)	$ (4,601,837)	$ (5,145,474)
	OPERATING	$ (3,800,183)	$ (4,008,874)	$ (3,779,674)	$ (4,214,543)
	CAPITAL	$ (218,865)	$ (1,129,865)	$ (679,354)	$ (1,249,909)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (7,759,575)	$ (10,137,576)	$ (9,060,865)	$ (10,609,926)
	NET TRANSFERS	$ 538,842	$ 850,000	$ 850,000	$ 900,000
	ADJUSTMENT				
	SC SOLID WASTE AUTHORITY Ending Balance	**$ 6,150,332**	**$ 4,844,605**	**$ 5,325,200**	**$ 8,946,779**
8110	SCSWA CLOSURE/POST CLOSURE				
	BEGINNING BALANCE	$ 320,771	$ 320,771	$ 320,771	$ 320,771
	REVENUES	$ -	$ -	$ -	$ -
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ 305,198	$ -	$ -	$ -
	CAPITAL	$ -	$ -	$ -	$ -

FY25 PROPOSED BUDGET
CONDENSED FUND SUMMARIES - ALL FUNDS MAY 20, 2024

Row Labels	Fund Name	FY23 ACTUALS	FY24 REVISED	FY24 PROJECTED	FY25 PROPOSED
	EXPENDITURES Total	$ 305,198	$ -	$ -	$ -
	NET TRANSFERS	$ (305,198)	$ -	$ -	$ -
	ADJUSTMENT				
	SCSWA CLOSURE/POST CLOSURE Ending Balance	**$ 320,771**	**$ 320,771**	**$ 320,771**	**$ 320,771**
8115	SCSWA ENVIRONMENTAL IMP FEES				
	REVENUES	$ 316,637	$ 334,211	$ 334,211	$ 341,564
	EXPENDITURES				
	OPERATING	$ (123,007)	$ (281,000)	$ (181,000)	$ (281,000)
	CAPITAL	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (123,007)	$ (281,000)	$ (181,000)	$ (281,000)
	SCSWA ENVIRONMENTAL IMP FEES Ending Balance	**$ 193,630**	**$ 53,211**	**$ 153,211**	**$ 60,564**
8120	SCSWA DEBT CAPITAL PROJECTS				
	BEGINNING BALANCE	$ 2,113,219	$ 1,927,107	$ 1,927,107	$ (122,893)
	REVENUES	$ 34,404	$ 3,440,000	$ -	$ 3,800,000
	EXPENDITURES				
	PERSONNEL	$ -	$ -	$ -	$ -
	OPERATING	$ -	$ -	$ -	$ -
	CAPITAL	$ -	$ (0)	$ (2,050,000)	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ -	$ (0)	$ (2,050,000)	$ -
	NET TRANSFERS	$ (220,516)	$ -	$ -	$ -
	ADJUSTMENT				
	SCSWA DEBT CAPITAL PROJECTS Ending Balance	**$ 1,927,107**	**$ 5,367,107**	**$ (122,893)**	**$ 3,677,107**
8170	SCSWA RECYCLING				
	BEGINNING BALANCE	$ 611,502	$ 1,408,067	$ 1,408,067	$ 3,779,536
	REVENUES	$ 3,882,957	$ 5,326,453	$ 5,406,453	$ 5,290,276
	EXPENDITURES				
	PERSONNEL	$ (1,045,435)	$ (1,055,734)	$ (1,055,287)	$ (1,146,210)
	OPERATING	$ (1,417,875)	$ (1,908,278)	$ (1,626,697)	$ (1,801,227)
	CAPITAL	$ (22,990)	$ -	$ 147,000	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (2,486,300)	$ (2,964,012)	$ (2,534,984)	$ (2,947,437)
	NET TRANSFERS	$ -	$ (500,000)	$ (500,000)	$ (650,000)
	ADJUSTMENT				
	SCSWA RECYCLING Ending Balance	**$ 2,008,160**	**$ 3,270,508**	**$ 3,779,536**	**$ 5,472,375**
8180	COMMUNITY COLLECTION CTRS				
	BEGINNING BALANCE	$ 346,894	$ 121,535	$ 121,535	$ 112,382
	REVENUES	$ 1,548,513	$ 1,613,551	$ 1,613,551	$ 1,798,093
	EXPENDITURES				
	PERSONNEL	$ (1,092,153)	$ (1,060,601)	$ (1,050,101)	$ (914,334)
	OPERATING	$ (488,463)	$ (511,603)	$ (472,603)	$ (575,603)
	CAPITAL	$ -	$ -	$ -	$ -
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (1,580,616)	$ (1,572,204)	$ (1,522,704)	$ (1,489,937)
	NET TRANSFERS	$ -	$ (100,000)	$ (100,000)	$ -
	ADJUSTMENT				
	COMMUNITY COLLECTION CTRS Ending Balance	**$ 314,791**	**$ 62,882**	**$ 112,382**	**$ 420,538**
8190	SUNLAND PARK SOLID WASTE				
	BEGINNING BALANCE	$ 394,796	$ 382,029	$ 382,029	$ 454,968
	REVENUES	$ 1,456,340	$ 1,272,510	$ 1,272,510	$ 1,323,410
	EXPENDITURES				
	PERSONNEL	$ (288,558)	$ (401,512)	$ (381,861)	$ (336,211)
	OPERATING	$ (679,672)	$ (598,673)	$ (550,686)	$ (600,323)
	CAPITAL	$ (5,401)	$ (17,024)	$ (17,024)	$ (16,728)
	GAIN/LOSS	$ -	$ -	$ -	$ -
	EXPENDITURES Total	$ (973,632)	$ (1,017,209)	$ (949,571)	$ (953,262)
	NET TRANSFERS	$ 5,554	$ (250,000)	$ (250,000)	$ (250,000)
	ADJUSTMENT				
	SUNLAND PARK SOLID WASTE Ending Balance	**$ 883,059**	**$ 387,330**	**$ 454,968**	**$ 575,116**
South Central Solid Waste Authority Total		**$ 11,797,850**	**$ 14,306,414**	**$ 10,023,175**	**$ 19,473,250**
ENDING BALANCE		**$ 354,895,528**	**$ 159,467,374**	**$ 309,335,924**	**$ 164,320,145**

FY 2025 Vehicle Acquisition Funding

					Funding By Source		
Department/Line of Business	Inventory #	Existing Model	Replacement Model	Estimated Replacement Cost	Vehicle Acquisition Fund	Utilities Funding	Other Sources (Grant, Lease, Debt)
POLICE							
Public Safety	22340	Pontiac Sunfire	Ford Interceptor	$87,000	$87,000	$0	$0
Public Safety	22416	Ford Van Triton	Ford Interceptor	$87,000	$87,000	$0	$0
Public Safety	25079	Ford F-150	Ford Interceptor	$87,000	$87,000	$0	$0
Public Safety	27598	Chevrolet Impala	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	30907	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31810	Chevrolet Avalanche	Ford Interceptor	$87,000	$87,000	$0	$0
Public Safety	31853	Dodge Charger	Ford Interceptor	$87,000	$87,000	$0	$0
Public Safety	31854	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31856	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31860	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31863	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31865	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31866	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31873	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31891	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31892	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31894	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Public Safety	31895	Dodge Charger	Ford Interceptor	$87,000	$0	$0	$87,000
Community Outreach	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Community Outreach	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Community Outreach	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
			Total POLICE	**$1,674,000**	**$435,000**	**$0**	**$1,239,000**
FIRE & EMERGENCY SERVICES							
Administrative	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Administrative	New	New	Ford Maverick Hybrid	$60,000	$0	$0	$60,000
Administrative	New	New	Ford Transit Van	$55,000	$0	$0	$55,000
Administrative	New	New	Hybrid/ Electric Four Door	$35,000	$0	$0	$35,000
Administrative	New	New	Pierce/ TBD	$1,000,000	$0	$0	$1,000,000
Administrative	New	New	TBD Type I Ambulance	$350,000	$0	$0	$350,000
Administrative	31550	Pierce Impel	Pierce Arrow XT or Other	$1,000,000	$0	$0	$1,000,000
Administrative	31836	Ford Taurus	Ford Hybrid	$36,000	$36,000	$0	$0
Administrative	31858	Dodge Charger	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Administrative	32223	Ford Taurus	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
			Total FIRE & EMERGENCY SERVICES	**$2,644,000**	**$36,000**	**$0**	**$2,608,000**
ASSISTANT CITY MANAGER'S OFFICE							
Office of the ACM	02670	Tymco 435 Sweeper	Tymco 435 Sweeper	$120,000	$0	$0	$120,000
			Total ASSISTANT CITY MANAGER'S OFF	**$120,000**	**$0**	**$0**	**$120,000**
PARKS & RECREATION							
Office of the Director	New	New	Ford Maverick	$35,000	$0	$0	$35,000
Construction, Maintenance & Beautification	New	New	Ford F-150	$50,000	$0	$0	$50,000
Construction, Maintenance & Beautification	New	New	Ford F-150	$50,000	$0	$0	$50,000
Construction, Maintenance & Beautification	New	New	Ford F-150	$45,000	$0	$0	$45,000
Construction, Maintenance & Beautification	New	New	Ford F-250	$70,000	$0	$0	$70,000
Construction, Maintenance & Beautification	New	New	Ford F-250	$70,000	$0	$0	$70,000
Construction, Maintenance & Beautification	New	New	Ford F-250	$70,000	$0	$0	$70,000
Construction, Maintenance & Beautification	New	New	Ford F-250 4x4	$60,000	$0	$0	$60,000
Construction, Maintenance & Beautification	New	New	Ford F-150	$50,000	$0	$0	$50,000

Construction, Maintenance & Beautification	New	New	Ford F-150	$50,000	$0	$0	$50,000
Construction, Maintenance & Beautification	New	New	JLG T350 T350 - Aerial Lift	$35,000	$0	$0	$35,000
Construction, Maintenance & Beautification	New	New	Toro Groundmaster 5900	$75,000	$0	$0	$75,000
Construction, Maintenance & Beautification	30925	Ford F-250	Ford F-250	$65,000	$65,000	$0	$0
Construction, Maintenance & Beautification	30995	Isuzu NPR Tymco Mini	Isuzu NPR Tymco Mini Sweeper	$100,000	$0	$0	$100,000
Construction, Maintenance & Beautification	31367	ford f-250	Ford F-250	$62,000	$62,000	$0	$0
Out of School Time & Youth Division	30819	Ford Taurus	Hyundai Kona EV	$35,000	$35,000	$0	$0
			Total PARKS & RECREATION	**$922,000**	**$162,000**	**$0**	**$760,000**
COMMUNITY DEVELOPMENT							
Office of the Director	New	New	Ford Focus	$36,000	$0	$0	$36,000
Las Cruces Development Center	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Las Cruces Development Center	30729	Ford F-150	Ford Maverick Hybrid	$36,000	$36,000	$0	$0
			Total COMMUNITY DEVELOPMENT	**$108,000**	**$36,000**	**$0**	**$72,000**
ASSISTANT CITY MANAGER'S OFFICE							
Office of the ACM	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Office of the ACM	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Office of the ACM	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
Office of the ACM	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
			Total ASSISTANT CITY MANAGER'S OFFIC	**$144,000**	**$0**	**$0**	**$144,000**
QUALITY OF LIFE							
Senior Programs	New	New	Ford F-150	$75,000	$0	$0	$75,000
Senior Programs	New	New	Hyundai Kona	$36,000	$0	$0	$36,000
Senior Programs	New	New	Hyundai Kona	$36,000	$0	$0	$36,000
Senior Programs	New	New	Hyundai Kona	$36,000	$0	$0	$36,000
Senior Programs	31075	Ford Fusion	Ford Maverick Hybrid	$35,000	$35,000	$0	$0
Senior Programs	31745	Ford Ranger	Ford F-150	$75,000	$75,000	$0	$0
Senior Programs	31746	Ford Ranger	Ford F-150	$75,000	$75,000	$0	$0
			Total QUALITY OF LIFE	**$368,000**	**$185,000**	**$0**	**$183,000**
PUBLIC WORKS							
Public Infrastructure	29269	Ford F-150 Lightning EV	Ford F-150 Lightning EV	$65,000	$65,000	$0	$0
Public Infrastructure	31353	Ford F-150	Ford F-150	$45,000	$45,000	$0	$0
Traffic Engineering	New	New	Centerline Supply Transport Trailer	$25,000	$0	$0	$25,000
Traffic Engineering	New	New	Ford F-250	$70,000	$0	$0	$70,000
Operations and Maintenance	New	New	Ford F-250	$70,000	$0	$0	$70,000
Operations and Maintenance	New	New	International MV607	$180,000	$0	$0	$180,000
Operations and Maintenance	New	New	International MV607	$185,000	$0	$0	$185,000
Operations and Maintenance	31179	John Deere 310SJ	John Deere 410P	$150,000	$0	$0	$150,000
Operations and Maintenance	32104	ELGIN 4M	ELGIN 4M	$385,000	$0	$0	$385,000
			Total PUBLIC WORKS	**$1,175,000**	**$110,000**	**$0**	**$1,065,000**
INFORMATION TECHNOLOGY							
IT Infrastructure Support	30740	Ford F-150	Ford F-150	$36,000	$36,000	$0	$0
IT Infrastructure Support	32878	Ford Flex	Ford Transit Van XL	$55,000	$0	$0	$55,000
			Total INFORMATION TECHNOLOGY	**$91,000**	**$36,000**	**$0**	**$55,000**
			Total VAF By Funding Source	**$7,246,000**	**$1,000,000**	**$0**	**$6,246,000**

CITY OF LAS CRUCES

24-122

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A**		
1st Reading:		**Adopted:**	May 20, 2024
Drafter:	Cynthia Campo	**Department:**	City Manager's Office
Program:	CIP	**Line of Business:**	Planning and Implementation

Title:	**A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2025 THROUGH FISCAL YEAR 2030.**

TYPE OF ACTION: **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

PURPOSE(S) OF ACTION:

To approve the Capital Improvements Program for Fiscal Year 2025 through Fiscal Year 2030.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Capital Improvements Program (CIP) is a six year program that identifies the infrastructure and capital funding, and funding needs. One year of funded projects is followed by five unfunded years identifying future needs.

Projects are listed under the following categories: Active Transportation, Airport, Attainable/Affordable Housing, City Operational Facilities, Equipment & IT, Non-Profit, Other, Park Improvements, Parks - New, Public Facilities, Public Safety (Police and Fire), Public Transit, Resiliency, Streets - New, Streets Improvements, and Utilities. Non-Profit Organizations are external to the City of Las Cruces for which fiscal agent agreements have been approved. The projects also identify the organizational units: Economic Development, Facilities Management, Las Cruces Airport, Parks & Recreation, Police Department, Fire Department, Public Works, Quality of Life, RoadRUNNER Transit, Sustainability, Utilities, and Visit Las Cruces.

Within each category, projects may be listed in one or more of the following types: Newly Funded, Carryover, Annual, and Future. Newly Funded projects are intended to receive funding in FY2025 for the first time. Carryover projects are those which had funding in fiscal years prior to FY2025. Annual projects are ongoing projects that receive funding each fiscal year. Future projects are planned projects for which funding has not been identified or allocated.

SUPPORT INFORMATION:

Exhibit "A" - FY2025-2030 CIP

PLAN(S):

City Council Strategic Plan, Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the City of Las Cruces FY2025 through FY2030 CIP.
2. Vote "No"; this will not approve the City of Las Cruces FY2025 through FY2030 CIP.
3. Vote to "Amend"; this could potentially amend the City of Las Cruces FY2025 through FY2030 CIP, requiring pages in the program document be added, deleted, or modified.
4. Vote to "Table"; this will delay the requirements for submittal to the New Mexico Department of Finance and Administration for the 2025 Legislative Session.

RESOLUTION 24-122

A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2025 THROUGH FISCAL YEAR 2030.

The City Council is informed that:

WHEREAS, the Capital Improvements Program (CIP) is a six-year program that identifies capital projects that address capital needs to build, replace, expand, and improve infrastructure and systems; and

WHEREAS, pursuant to Article III. Section 3.02 of the City Charter, the CIP must be prepared and submitted to the City Council to keep the council fully advised of the current and future needs of the city; and

WHEREAS, pursuant to Article V. Section 5.06 of the City Charter, a public hearing for the proposed CIP was held on May 20, 2024, in addition to a CIP retreat on February 16, 2024; and City Council work session on April 22, 2024; and

WHEREAS, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Capital Improvement Program (CIP) for FY2025 through FY2030, attached hereto and made part of this Resolution as Exhibit "A". is hereby approved and authorized to be the basis for submission to the "Infrastructure Capital Improvement Plan" of the State of New Mexico Department of Finance and Administration.

(II)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

City of Las Cruces
Capital Improvements Program
FY 2025-2030

Adopted: 5/20/2024

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		**5,639,029**	**(975,000)**	**809,000**	**635,000**	**635,000**	**635,000**	
Active Transportation - Carryover Projects		**5,639,029**	**(1,550,000)**	**135,000**	**135,000**	**135,000**	**135,000**	
Active Transportation Program		4,945,551	(1,840,000)	135,000	135,000	135,000	135,000	**Bonds,** Grants**, Taxes**
Active Transportation Projects	Public Works	4,840,778						**Bonds,** Grants
2024 Legislative Appropriations			*350,000*					
Pending Design Approval			(2,325,000)					
Pedestrian Safety Improvements	Public Works	104,773	135,000	135,000	135,000	135,000	135,000	**Taxes**
Dona Ana Move Trail	Parks and Recreation	400,000						**Grants, Taxes**
2024 Legislative Appropriations (R)			*290,000*					
Picacho Ave HAWK System	Public Works	238,464						**Bonds, Taxes**
University Multi-Use Trail Loop	Parks and Recreation	55,014						**Grants, Taxes**
Active Transportation - Future Projects		**-**	**575,000**	**674,000**	**500,000**	**500,000**	**500,000**	
Tortugas Trail	Parks and Recreation							Grants
2024 Legislative Appropriations (R)			*75,000*					
Trail Renovations	Parks and Recreation		500,000	500,000	500,000	500,000	500,000	Grants, Taxes
Green Cool Corridors for Bicycles	Sustainability			174,000				Grants, Taxes
AIRPORT		**2,849,800**	**19,107,903**	**15,020,000**	**3,600,000**	**2,700,000**	**24,320,000**	
Airport - Carryover Projects		**2,710,000**	**-**	**-**	**-**	**-**	**-**	
LRU Runway Improvements	Las Cruces Airport	2,710,000						**Grants,** Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,710,000						**Grants,** Taxes
Airport - Annual Projects		**139,800**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	**Taxes**
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Airport - Future Projects		**-**	**18,907,903**	**14,820,000**	**3,400,000**	**2,500,000**	**24,120,000**	
LRU Airport Rotating Beacon	Las Cruces Airport		170,000					Grants, Taxes
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport		415,000					Grants
LRU Maintenance Facility Design and Construction	Las Cruces Airport		500,000					Grants
LRU Airline Ground Support Equipment Facility Design & Construction	Las Cruces Airport							Grants
LRU Airport Maintenance Equipment	Las Cruces Airport		850,000					Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport		2,800,000					Grants, Taxes
LRU Runway Improvements	Las Cruces Airport	-	14,172,903	-	-	-	12,850,000	Grants
LRU Runways 8/26 and 12/30 Blast Pads	Las Cruces Airport		410,000					Grants, Taxes
LRU Runway 12/30 Extension	Las Cruces Airport		13,500,000					Grants
2024 Legislative Appropriations (R)			*262,903*					
Runway 8/26 Extension	Las Cruces Airport						12,850,000	Grants, Taxes
LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport			1,900,000				Grants
LRU Infrastructure Extensions/Improvements	Las Cruces Airport			4,500,000				Grants
LRU Passenger Terminal Design and Construction	Las Cruces Airport	-		5,220,000				**Grants,** Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport				3,400,000			Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport					2,500,000		Grants
LRU Apron West Rehabilitation	Las Cruces Airport						70,000	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport						11,200,000	Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ATTAINABLE/AFFORDABLE HOUSING		**265,000**	**11,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
Attainable/Affordable Housing - Carryover Projects		**265,000**	**7,000,000**	**-**	**-**	**-**	**-**	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	265,000	1,025,000					**Grants, Taxes**
2024 Legislative Appropriations			*5,975,000*					
Attainable/Affordable Housing - Future Projects		**-**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		**-**	**8,039,500**	**505,500**	**505,500**	**505,500**	**505,500**	
City Operational Facilities - Annual Projects		**-**	**255,500**	**255,500**	**255,500**	**255,500**	**255,500**	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management		255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		**-**	**7,784,000**	**250,000**	**250,000**	**250,000**	**250,000**	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management		7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management		84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Equipment & IT - Future Projects		**-**	**137,000**	**92,000**	**92,000**	**-**	**-**	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		**5,429,101**	**16,886,844**	**1,300,000**	**-**	**-**	**-**	
Non-Profit - Carryover Projects		**5,429,101**	**14,616,098**	**500,000**	**-**	**-**	**-**	
Arts and Cultural District Improvements	Non-Profit	1,078,908						**Bonds, Taxes**
2024 Legislative Appropriations (R)			*811,051*					
MV Community of Hope - Building 1, Solar Project	Non-Profit	200,000	600,000					**Grants**
MV Community of Hope - Expansion Remodel	Non-Profit	1,171,268	500,000	500,000				**Grants**
MVCoH Flooring	Non-Profit	10,317						**Grants**
MVCoH Health Facility	Non-Profit	843,608	555,047	-	-	-	-	**Grants**
MVCoH Health Facility Improvements	Non-Profit	843,608	330,000					**Grants**
2024 Legislative Appropriations (R)			*225,047*					
MV Community of Hope - Jardin de los Niños Re-Roof	Non-Profit	250,000	150,000					**Grants**
MV Community of Hope - The Kitchens	Non-Profit	1,875,000	10,850,000					**Grants**
2024 Legislative Appropriations			*1,150,000*					
Non-Profit - Future Projects		**-**	**2,270,746**	**800,000**	**-**	**-**	**-**	
Children's Museum Facility	Quality of Life	-						Grants
2024 Legislative Appropriations (R)			*690,746*					
La Casa, Inc. Safety and Security Improvements	Non-Profit		-					Grants
2024 Legislative Appropriations			*580,000*					
MVCoH Patio to Office Remodel	Non-Profit		1,000,000					Grants
MV Community of Hope - Jardin de los Niños Security Improvements	Non-Profit			200,000				Grants
MVCoH Solar Parking Structure	Non-Profit			600,000				Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
OTHER		**2,867,671**	**7,191,000**	**1,681,000**	**1,681,000**	**1,681,000**	**1,681,000**	
Other - Carryover Projects		**2,320,121**	-	-	-	-	-	
GO Bond - ARPA	Public Works	514,918						**Bonds**
Villa Mora Dam Park Study	Public Works	112,588						**Bonds**
Mesquite Historical District Renovations	Public Works	1,025,000						**Grants**
Downtown Plaza Shade Structures	Economic Development	667,615						**Bonds, Taxes**
Other - Annual Projects		**547,550**	**291,000**	**206,000**	**206,000**	**206,000**	**206,000**	
CO-OP Match	Public Works	80,000	80,000	80,000	80,000	80,000	80,000	**Taxes**
LCIIP Gateway Signage & Pocket Park	Economic Development	250,000	85,000					Bonds, Grants, **Taxes**
Weed Control & Maintenance Program		217,550	126,000	126,000	126,000	126,000	126,000	**Taxes**
Weed Control & Maintenance Program	Public Works	217,550	126,000	126,000	126,000	126,000	126,000	**Taxes**
Other - Future Projects		-	**6,900,000**	**1,475,000**	**1,475,000**	**1,475,000**	**1,475,000**	
Senior Programs Kitchen Equipment/Senior Programs Vehicles	Quality of Life		280,000					Taxes, Grants
General Facilities Improvements		-	145,000	-	-	-	-	Grants, Taxes
Senior Programs Master Plan	Quality of Life		145,000					Grants, Taxes
LCIIP Infrastructure Improvements	Economic Development		5,000,000					Other
Safety, Health, Environmental & Emergency		-	1,475,000	1,475,000	1,475,000	1,475,000	1,475,000	Taxes
City Vacant /Abandoned Lots	Facilities Management		825,000	825,000	825,000	825,000	825,000	Taxes
Rehabilitation and Demolition of Vacant/Condemned Buildings	Facilities Management		650,000	650,000	650,000	650,000	650,000	Taxes
PARK IMPROVEMENTS		**6,494,635**	**14,435,216**	**67,575,000**	**4,250,000**	**4,101,000**	**4,101,000**	
Park Improvements - Carryover Projects		**6,471,385**	**4,244,225**	**125,000**	-	-	-	
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	1,614,000	1,609,731					**Grants,Taxes, PIF**
Chandler Tank Park	Parks and Recreation	1,071,192						**PIF, Taxes**
Gallagher Park Improvements	Parks and Recreation	62,533						**Other**
GO Bond 2018- Park & Sport Field Improvements & Additions	Public Works	30,874						**Bonds**
GO Bond 2022- Parks Improvements	Public Works	1,915,919						**Bonds**
GO Bond 2018 - Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						**Bonds**
Klein Park Improvements	Parks and Recreation	210,000						**Grants,** PIF
Parks and Recreational Facilities Structural Renovations	Parks and Recreation	300,000	585,000	125,000				**Grants, Taxes**
2024 Legislative Appropriations (Lift Up)			*100,000*					
Pioneer Women's Park improvements	Parks and Recreation	660,000						**Grants**
2024 Legislative Appropriations (R)			*175,669*					
Skate Park Renovation & Improvements	Parks and Recreation	250,000						**Grants, PIF**
2024 Legislative Appropriations (R)			*773,825*					
Smart Controllers & Pumps	Parks and Recreation	102,454						**Taxes**
Veteran's Memorial Park Enhancements	Parks and Recreation	250,000	1,000,000					**ARPA, Bonds, Grants, Taxes**
Park Improvements - Annual Projects		**23,250**	**24,000**	**25,000**	**25,000**	**26,000**	**26,000**	
Parks Shade Structures		23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**
Park Structure Replacement	Parks and Recreation	23,250	24,000	25,000	25,000	26,000	26,000	**Taxes**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Park Improvements - Future Projects		-	**10,166,991**	**67,425,000**	**4,225,000**	**4,075,000**	**4,075,000**	
Park Drinking Fountains	Parks and Recreation	-	55,000					Grants
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation		144,000	3,200,000				ARPA, Bonds, Grants, Taxes
2024 Legislative Appropriations (R)			*662,991*					
Soldados Field Restroom	Parks and Recreation		550,000					Grants, Bonds, PIF, Taxes
Light Poles at Hadley Fields	Facilities Management		1,010,000					Bonds, Grants, Taxes
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Benavidez Community Center Park Improvements	Parks and Recreation		2,000,000					ARPA, Bonds, Grants, PIF, Taxes
Legacy Park Renovations	Parks and Recreation		2,550,000	2,400,000	2,400,000	2,250,000	2,250,000	ARPA, Bonds, Grants, PIF, Taxes
Playground Renovations	Parks and Recreation		1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	Grants
Valley View Park - Heske Garden Lighting Replacement	Parks and Recreation		100,000					Grants
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes
PARKS - NEW		**8,782,866**	**3,600,000**	**8,855,000**	**1,500,000**	**2,700,000**	**1,500,000**	
Parks - New - Carryover Projects		**8,065,128**	**800,000**	**500,000**	**500,000**	**500,000**	**500,000**	
GO Bond 2022- East Mesa Public Recreation Complex	Public Works	3,316,762						**Bonds**
E. Mesa Public Recreational Complex	Public Works	2,100,000						**Bonds, PIF,** Grants
2024 Legislative Appropriations			*300,000*					
Highland Park	Parks and Recreation	2,028,552						**Bonds, PIF**
Metro Verde Neighborhood Parks	Parks and Recreation	619,814	500,000	500,000	500,000	500,000	500,000	**PIF**
Parks - New - Annual Projects		**717,738**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	
Land Acquisition, Planning, and Design for Parks	Parks and Recreation	100,000	500,000	500,000	500,000	500,000	500,000	**Taxes**
Neighborhood Parks		617,738	500,000	500,000	500,000	500,000	500,000	**PIF**
Neighborhood Parks	Parks and Recreation	617,738	500,000	500,000	500,000	500,000	500,000	**PIF**
Parks - New - Future Projects		-	**1,800,000**	**7,355,000**	-	**1,200,000**	-	
New Skate Park- Plan and Design	Parks and Recreation	-						Grants
2024 Legislative Appropriations (R)			*100,000*					
Four Field Baseball/Softball Complex	Parks and Recreation			5,955,000				Grants, Taxes
Bike Park	Parks and Recreation		1,700,000	1,400,000				ARPA, Bonds, Grants, PIF
Waterfalls Park	Parks and Recreation					1,200,000		Grants, Bonds, PIF, Taxes
PUBLIC FACILITIES		**14,257,547**	**32,049,213**	**33,613,996**	**13,860,096**	**39,008,596**	**13,402,696**	
Public Facilities - Carryover Projects		**3,635,764**	**4,252,500**	**1,272,700**	**1,472,700**	**272,700**	**272,800**	
Branigan Cultural Center Improvements	Quality of Life	109,364	1,000,000	1,000,000	1,200,000			**Taxes**, TIDD
GO Bond 2018 - New Animal Shelter Facility	Public Works	33,520						**Bonds**
GO Bond 2022- Public Art	Quality of Life	340,000						**Bonds**
JCP Learning Center Exterior Repairs	Parks and Recreation	217,800						**Grants**
Parks Parking Lots		2,433,666	252,500	272,700	272,700	272,700	272,800	**Grants, Taxes**
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	1,275,000	-	-	-	-	-	**Grants, Taxes**
Paz Ball Field Parking Lot Improvements	Parks and Recreation	650,000						**Taxes**
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	200,000						**Grants**
Veterans' Park Parking Lot	Parks and Recreation	308,666						**Grants, Taxes**
Public Art Program	Quality of Life	97,199						**Grants**
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	404,215	3,000,000					**Grants**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Public Facilities - Annual Projects		**10,621,783**	**8,575,717**	**18,289,700**	**2,054,700**	**5,787,200**	**5,787,200**	
ADA Compliance	Facilities Management		101,200	101,200	101,200	101,200	101,200	**Taxes**
Convention Center FF&E	Facilities Management	75,000	75,000	75,000	75,000	75,000	75,000	**Taxes**
Downtown Parking Lots Renovation	Facilities Management	2,100,000	280,500	280,500	280,500	280,500	280,500	**TIDD**
Downtown Parking Lot Program	Facilities Management	2,100,000	280,500	280,500	280,500	280,500	280,500	**TIDD**
Roof Replacement Program	Facilities Management	1,440,000	438,000	-	-	-	-	**Other**
Meerscheidt Center Re-roof	Facilities Management	540,000						**Bonds**
Municipal Court Re-roof	Facilities Management	350,000						**Bonds**
Railroad Museum Re-roof	Facilities Management	150,000						**Bonds,** Grants, Taxes
Rio Grande Theater Re-roof	Facilities Management	400,000	118,000					**TIDD**
Roof Inspections	Facilities Management	-	100,000					Taxes
Police Department Main Building - Re-roof	Facilities Management		110,000					Taxes
Police Department Academy - Re-roof	Facilities Management		110,000					Taxes
Safety, Health, Environmental & Emergency		8,448	1,015,500	330,500	345,500	330,500	330,500	**Grants, Taxes**
City Hall Security Upgrades	Facilities Management	8,448	270,500	255,500	270,500	255,500	255,500	**Taxes**
Parks Sidewalk Replacement	Facilities Management	-	75,000	75,000	75,000	75,000	75,000	Grants, Taxes
Fire Alarm & Security Upgrades	Facilities Management		670,000					Taxes
General Facilities Improvements		6,998,335	6,665,517	16,750,000	1,000,000	5,000,000	5,000,000	**Bonds, Grants, Taxes**
Amador Hotel Renovation	Quality of Life	2,989,992	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	**Taxes, TIDD**
2024 Legislative Appropriations (R)			*74,783*					
Branigan Library - Expansion Phase II/Branch	Quality of Life	77,809	1,750,000	15,750,000				**Grants**, Taxes
Meerscheidt Center	Facilities Management	2,000,000						**Bonds**
Meerscheidt Recreation Center Improvements	Parks and Recreation	157,678						**Taxes**
Munson Senior Center Renovations	Quality of Life	882,737	1,636,200					**Grants**, Taxes
Museum of Nature and Science - Atrium Redesign	Quality of Life	50,000						**Grants, Taxes**
Sage Café Expansion	Quality of Life	840,119	2,204,534					**Taxes**
Public Facilities - Future Projects		**-**	**19,220,996**	**14,051,596**	**10,332,696**	**32,948,696**	**7,342,696**	
Generator Buffer Program	Facilities Management	-	50,000	15,000	15,000	15,000	15,000	Taxes
Generator Buffer Program	Facilities Management		50,000	15,000	15,000	15,000	15,000	Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks and Recreation		134,000					Grants, Taxes
HVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes
Generator Replacement Program	Facilities Management	-	463,000	40,500	40,500	40,500	40,500	Taxes
Generator Replacement Program	Facilities Management		40,500	40,500	40,500	40,500	40,500	Taxes
Sage Café Backup Generator	Quality of Life		422,500					Grants, Taxes
Parks and Recreational Facilities Structural Renovations	Parks and Recreation		685,000	125,000				Other
Eastside Senior Center Purchase and Renovation	Quality of Life		775,000	1,750,000				Grants
General Facilities Improvements		-	13,306,496	11,168,596	9,784,696	32,440,696	6,834,696	Grants, Bonds, Taxes
City Hall Furnishings	Facilities Management	-	80,000	80,000	80,000	80,000	80,000	Taxes
Frank O'Brien Papen Center Dining Room Floor	Quality of Life		35,000					Grants
Museum of Nature and Science - Nature Center Redesign	Quality of Life		75,000	175,000				Grants, Taxes
Benavidez Center Renovations	Quality of Life		127,500					Grants, Taxes
Museum of Art Improvements	Quality of Life		130,000	485,000	200,000			Grants, Taxes
Frank O'Brien Papen Community Center	Facilities Management		224,400	224,400				Taxes
WIA Rehabilitation	Facilities Management		236,470	151,470	156,470	151,470	156,470	Taxes
Railroad Museum Exterior Improvements	Quality of Life		249,900					Grants, Taxes
Munson Center Bathrooms	Quality of Life		250,000					Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks and Recreation		315,000	3,185,000				Grants, Other
Munson Center Floor	Quality of Life		750,000					Grants, Taxes
Plugged in for Good Community Energy Center	Sustainability		1,215,000					Grants

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Municipal Court Rehabilitiation	Facilities Management		6,618,226	6,618,226	6,598,226	6,598,226	6,598,226	Bonds, Grants, Taxes
Branigan Library Renovation	Facilities Management			249,500	2,750,000	1,111,000		Grants, Bonds, Taxes
Museum Collections Storage Facility	Quality of Life					9,500,000		Bonds, Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life		3,000,000			15,000,000		Grants, Bonds, Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Solar Array	RoadRunner Transit		2,700,000					Grants
New Sand Volleyball Courts	Parks and Recreation				40,000			Grants, Taxes
PUBLIC SAFETY		**10,592,535**	**15,436,000**	**1,340,000**	**14,925,000**	**57,000,000**	**-**	
Public Safety - Carryover Projects		**10,592,535**	**8,350,500**	**-**	**-**	**-**	**-**	
Fire Station Maintance and Improvements	Fire Department	499,026	950,000	-	-	-	-	**Grants**
Fire Dept. Administration Building Lobby Remodel	Fire Department	199,026						**Grants**
Fire Station 2 Bay Remodel	Fire Department	100,000						**Grants**
Fire Station 6 Repairs	Fire Department	100,000						**Grants**
Fire Station 5	Fire Department	100,000						**Grants**
GO Bond 2022 - New Fire Station	Fire Department	9,360,772	2,400,000					**Bonds, Grants**, Taxes
2024 Legislative Appropriations			*100,000*					
GO Bond 2018 - New Fire Station No. 3 Building	Fire Department	19,407						**Bonds**
Police Department Building Renovation	Police Department	15,134	400,000					**Grants, Taxes**
Police Department Equipment	Police Department	468,000	500,500	-	-	-	-	**Grants**
Public Safety Regional Radio Communication System	Police Department	468,000	500,500					**Grants**
Fire Department CIT and MIH Building	Fire Department	230,196	1,450,000					**ARPA**, Grants
2024 Legislative Appropriations			*2,550,000*					
Public Safety - Annual Projects		**-**	**1,340,000**	**1,340,000**	**240,000**	**-**	**-**	
Fire Department Vehicles and Equipment	Fire Department		1,100,000	1,100,000				Bonds
Fire Station equipment	Fire Department		240,000	240,000	240,000			Grants
Public Safety - Future Projects		**-**	**5,745,500**	**-**	**14,685,000**	**57,000,000**	**-**	
Police North Parking Lot Fencing	Police Department		20,000					Taxes
Solar Canopy protective screen	Police Department		20,000					Taxes
Police Parking Lot Resurfacing	Police Department		25,000					Taxes
Public Safety Vehicle SWAT Command Vehicle	Police Department		100,000					Grants
Public Safety Vehicles - Bearcat	Police Department		350,000					Grants
Public Safety Vehicle - Rook	Police Department		450,000					Grants
Police Department Mobile Operation Command Vehicle	Police Department		750,000					Grants
Police Department Equipment	Police Department	-	800,500	-	2,100,000	-	-	Grants, PSIF, Taxes
Technology Equipment	Police Department		100,000					Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department		500,500					Grants
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department				2,100,000			Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department		200,000					Grants
Police Emergency Vehicles	Police Department		1,230,000					Grants, PSIF, Taxes
Safety, Health, Environmental & Emergency		-	2,000,000	-	-	-	-	Grants
Real Time Crime Center (RTCC)	Police Department		1,350,000					Grants
2024 Legislative Appropriations			*650,000*					
Police/Fire Training Facility - Design/Construct	Police Department				6,900,000			Bonds, Grants, PSIF, Taxes
Southwest Station Build	Fire Department				5,685,000			Other
Downtown Public Safety Complex	Police Department					57,000,000		Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PUBLIC TRANSIT		**16,436,272**	**5,421,800**	**3,340,000**	**70,000**	**70,000**	**70,000**	
Public Transit - Carryover Projects		**16,361,272**	**-**	**-**	**-**	**-**	**-**	
Active Transportation		16,361,272	-	-	-	-	-	**Grants, Taxes**
Municipal Service Center - Transit	RoadRunner Transit	16,361,272						**Grants, Taxes**
Public Transit - Annual Projects		**75,000**	**75,000**	**190,000**	**70,000**	**70,000**	**70,000**	
Active Transportation		75,000	75,000	190,000	70,000	70,000	70,000	**Grants**
Transit Facilities Improvement Program	RoadRunner Transit	75,000	75,000	190,000	70,000	70,000	70,000	**Grants**
Public Transit - Future Projects		**-**	**5,346,800**	**3,150,000**	**-**	**-**	**-**	
Resiliency		-	5,346,800	3,150,000	-	-	-	Grants
Battery Storage	RoadRunner Transit			3,150,000				Grants
MVITT Inductive Charging	RoadRunner Transit		5,346,800					Grants
RESILIENCY		**3,882,275**	**(610,000)**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency - Carryover Projects		**214,153**	**-**	**-**	**-**	**-**	**-**	
Resiliency		214,153	-	-	-	-	-	**Bonds**
Solar Energy Photo Voltaic Projects	Sustainability	214,153						**Bonds**
Resiliency - Annual Projects		**3,668,122**	**(1,010,000)**	**500,000**	**500,000**	**500,000**	**500,000**	
Resiliency		3,668,122	600,000	500,000	500,000	500,000	500,000	**Other, Taxes**
Drainage Infrastructure Improvements	Public Works	3,568,122	500,000	500,000	500,000	500,000	500,000	**Other**
Storm Water System Mapping	Public Works	100,000	100,000					**Other, Taxes**
Pending Design Approval			(1,610,000)					
Resiliency - Future Projects		**-**	**400,000**	**-**	**-**	**-**	**-**	
DC Fast Chargers for Electric Vehicles	Sustainability		200,000					Grants, Taxes
Public Electric Vehicle Chargers	Sustainability		200,000					Grants, Taxes
STREETS - NEW		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
Streets - New - Future Projects		**-**	**40,424,000**	**8,424,000**	**-**	**-**	**-**	
High Mesa Road	Economic Development		32,000,000					Grants, Bonds, Taxes
Transit Loop Road	Economic Development		8,424,000	8,424,000				Grants, Bonds, Taxes
STREETS IMPROVEMENTS		**43,902,719**	**45,758,376**	**31,258,200**	**26,523,000**	**24,129,000**	**34,619,000**	
Streets Improvements - Carryover Projects		**22,788,006**	**9,480,000**	**-**	**-**	**-**	**-**	
Bataan Memorial at Rinconada	Public Works	64,847						**Taxes**
Bellamah Drive - Lees Drive to Luna Street	Public Works	1,983,276						**Bonds, Taxes**
Casa Linda Acres Reconstruction	Public Works	3,634,760						**ARPA, Taxes**
Downtown Street Improvements		6,941,629	4,800,000	-	-	-	-	**Other, TIDD**
Campo Street Design and Reconstruct	Public Works	6,941,629	4,800,000					**Other, TIDD**
East Mesa Recreation Complex Roads	Public Works	385,364						**Bonds, Taxes**
Lift Up Las Cruces - Streets Improvements	Public Works	595,000						**Bonds, Taxes**
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	2,854,472						**Bonds, Grants, Taxes**
Active Transportation			*1,000,000*					*Bonds*
Midway Ave - Gas Line Rd to Mesa Dr.	Public Works	344,301						**Bonds, Taxes**
South Main St - Avenida de Mesilla to Boutz	Public Works	3,299,983						**Bonds, Grants, Taxes**
Active Transportation			*1,000,000*					*Bonds*
Telshor Spruce Intersection Improvements	Public Works	241,865	2,200,000					**Grants, Bonds, Taxes**
University Ave. Complete Street Improvements-Design	Public Works	520,000	480,000					**Grants**
Unpaved Roads	Public Works	500,000						**Taxes**
Voluntary Assessment District Phase II	Public Works	1,422,509						**Bonds**

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Streets Improvements - Annual Projects		**21,114,712**	**16,170,552**	**21,219,000**	**16,719,000**	**16,719,000**	**16,719,000**	
Complete Streets		7,660,000	1,379,500	4,500,000	4,500,000	-	-	**Bonds**
Pending Design Approval			*(1,100,000)*					
University Area Complete Streets	Public Works		500,000	4,500,000	4,500,000			Grants, Bonds, Taxes
Idaho Ave.	Public Works							
El Paseo Rd.	Public Works							
Melendres Ave - Hadley to Picacho	Public Works							Bonds, Taxes
Pending Design Approval			*1,979,500*					
East Mesa Roads and Drainage (Cortez Rd)	Public Works	1,001,896	3,072,052	500,000	500,000	500,000	500,000	**Grants, Bonds, Taxes**
2024 Legislative Appropriations (R)			*1,012,052*					
Resiliency (Pending design approval)			*960,000*					
Complete Streets (Pending design approval)			*1,100,000*					
M.A.P. Match	Public Works	165,000	150,000	150,000	150,000	150,000	150,000	**Taxes**
Land Acquisition - Public Works	Public Works		200,000	200,000	200,000	200,000	200,000	**Taxes**
Median Landscaping	Parks and Recreation	411,956	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	**Grants,** Taxes
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	411,956	-	-	-	-	-	**Grants**
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	**Taxes**
Pavement Condition Index Improvements	Public Works	8,063,000	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Condition Index Improvements	Public Works	8,063,000	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	**Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	**Taxes**
Roadway Maintenance Program	Public Works	1,487,569	1,720,000	1,720,000	1,720,000	1,720,000	1,720,000	**Taxes**
Chip Seal Program	Public Works	220,000	220,000	220,000	220,000	220,000	220,000	**Taxes**
Roadway Maintenance Program	Public Works	1,267,569	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	**Taxes**
Street Lighting & Traffic Signal Maintenance Program	Public Works	1,096,291	1,000,000	5,500,000	1,000,000	5,500,000	5,500,000	Grants, **Taxes**
Street Lighting and Traffic Signal Maintenance	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	**Taxes**
Street Lighting Management System	Public Works		500,000	5,000,000	500,000	5,000,000	5,000,000	Taxes
Traffic Signal Program		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Transportation System Modernization ITS	Public Works	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**Taxes**
Streets Improvements - Future Projects		**-**	**20,107,824**	**10,039,200**	**9,804,000**	**7,410,000**	**17,900,000**	
Pittsburg Ave - Melendres to Cul de Sac	Public Works		250,000					Bonds
McClure Rd & Carlyle Dr	Public Works		300,000	1,800,000	2,700,000	1,500,000		Other
Sixth St- Hayner Ave to W. Hadley Ave	Public Works		484,000					Bonds, Taxes
Advancement Ave Expansion	Economic Development		516,384					Other
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works		659,400					Other, Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Venture Blvd Expansion	Economic Development		900,000					Grants, Taxes
Ethel Ave/Houma St- N Miranda St to N Alameda Blvd	Public Works		1,043,250					Bonds, Taxes
Mountain Vista Parkway Expansion	Public Works		1,200,474					Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works		1,368,000					Bonds, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works		1,710,000					Bonds, Grants, Taxes
Johnson St - Rouault Ave to Topley Dr	Public Works		1,712,000					Bonds, Taxes
Sacramento St - Poplar Ave to Oasis Ave	Public Works		1,500,000					Grants, Bonds, Taxes
Reed Park Ave - Idaho to Perkins Ave	Public Works		1,824,000					Bonds, Taxes
Rocket Drive Expansion	Economic Development		5,956,316					Bonds, Grants, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works			726,000				Bonds, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works			871,200				Bonds, Taxes
Armijo St - W Organ Ave to W Mountain Ave	Public Works			1,331,000				Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Kilmer St - Spruce Ave to Ash Ave	Public Works			1,391,000				Bonds, Taxes
Traffic Signal Program		-	-	1,500,000	-	-	-	Taxes
Lohman at Walnut and Walton Signal Improvement	Public Works			1,500,000				Taxes
Sequoia Ave - Valley Dr to EOP	Public Works			2,420,000				Bonds, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works				652,800			Bonds, Taxes
Mountain Ave - Water St to Alameda Blvd	Public Works				640,000			Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works				768,000			Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works				1,664,000			Bonds, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works				3,379,200			Bonds, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	-	-	-	-	50,000	-	Bonds, Taxes
Targeted Road and Lighting Improvements - Design	Public Works					50,000		Bonds, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works					568,000		Bonds, Taxes
Parkview Dr - Espina St to E.O.P	Public Works					972,000		Bonds, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works					1,350,000		Bonds, Taxes
Aspen Ave-Sequioa Ave to S Valley Dr	Public Works					2,970,000		Bonds, Taxes
Elm St from Aspen Ave to Sequoia Ave	Public Works						1,300,000	Bonds, Taxes
Tamarack St from Aspen Ave to Sequoia Ave	Public Works						1,600,000	Bonds, Taxes
Solano Dr- Missouri to Lohman	Public Works						15,000,000	Bonds, Taxes
UTILITIES		**12,081,638**	**104,655,574**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
Utilities - Carryover Projects		**12,081,638**	**50,310,265**	**27,939,881**	**3,130,000**	**3,340,000**	**2,770,000**	
2020 Wastewater Bond Projects	Utilities	220,001						**Other**
2020A Water Utilities Projects	Utilities	2,115,201						**Other**
Gas Admin Building Improvements	Utilities	253,333	549,750	673,998	125,000	125,000	125,000	**Other**
Gas Development	Utilities	146,055	780,455	1,468,364	300,000	300,000	300,000	**Other**
Gas Miscellaneous	Utilities	304,284	361,748	175,000	175,000	175,000	175,000	**Other**
Gas Rehabilitation	Utilities	1,833,414	6,135,724	3,463,396	360,000			**Other**
Solid Waste Building Improvements	Utilities	128,333	1,990,478	2,173,998				**Other**
Wastewater Building Improvements	Utilities	50,000	424,750	548,998	50,000	50,000	50,000	**Other**
Wastewater Development	Utilities	156,000	100,000	100,000	100,000	100,000	100,000	**Other**
Wastewater Miscellaneous	Utilities	55,966	396,569	230,000	230,000	230,000	230,000	**Other**
Wastewater Rehab	Utilities	328,406	6,290,463	760,000	510,000	760,000	510,000	**Other**
Wastewater Septic Systems (WW Dev)	Utilities	1,389,046						**Other, Grants**
2024 Legislative Appropriations (R)			*348,451*					
Wastewater Street Utility Rehabilitation	Utilities	1,890,017	4,017,628	400,000	200,000	400,000	200,000	**Other**
Water Building Improvements	Utilities	128,333	549,750	673,998	125,000	125,000	125,000	**Other**
Water Development	Utilities	154,224						**Other**
Water Miscellaneous	Utilities	75,000	744,461	125,000	105,000	125,000	105,000	**Other**
Water Rehab	Utilities	2,088,650	22,438,644	5,914,864	850,000	950,000	850,000	**Other**
Water Rehab (NMFA)	Utilities	34,941						**Other**
WW23 Projects	Utilities	730,434	5,181,394	11,232,265				**Other**
Utilities - Future Projects		**-**	**54,345,309**	**-**	**-**	**-**	**-**	
Belt Filter Press Drainage Improvement	Utilities		93,000					Other, Grants
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Other, Grants
Lift Station Stationary Generator Installation	Utilities		100,000					Other, Grants
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Other, Grants
Water Valve Replacements	Utilities		120,000					Other, Grants
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Other
Transite Pipe Identification & Replacement	Utilities		5,000,000					Other
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ALL DEPARTMENTS								
Total Annual Projects		**36,907,956**	**26,721,769**	**43,025,200**	**21,070,200**	**24,763,700**	**24,763,700**	
Total Carryover Projects		**96,573,133**	**97,503,588**	**30,472,581**	**5,237,700**	**4,247,700**	**3,677,800**	
Total Future Projects		**-**	**198,132,069**	**132,555,796**	**48,763,696**	**111,358,696**	**59,662,696**	
Total Newly Funded Projects								
GRAND TOTAL		**133,481,088**	**322,357,425**	**206,053,577**	**75,071,596**	**140,370,096**	**88,104,196**	

Abbreviations:

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
TIDD - Tax Increment Development District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

Notes

Indicates a Change
Indicates newly submitted

Pending funding noted in italic
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in bold

3068; Council Bill 24-026

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:	May 6, 2024	**Adopted:**	May 20, 2024
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024).**

TYPE OF ACTION: ☐ **Administrative** ☐ **Legislative** ☒ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

Zone change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile) for two properties approximately 1.15 acres in size each and located at 6820 and 6860 Shannon Drive. The purpose for the proposed zone change is to bring the properties into compliance with the 2001 Zoning Code, as amended and allow for development of the vacant/undeveloped properties.

The property owner is seeking rezoning from UR to REM because the present UR district designation is a defunct zoning designation that does not exist within the 2001 Las Cruces Zoning Code, as amended. The UR district existed in an earlier zoning code having been eliminated under the current Code. At the time of code adoption, a two-year grace period allowed any non-conforming zoning to remain in full force and effect until rezoning or conversion of zoning took place. Staff initiated rezoning/conversion efforts for related properties and encouraged property owners to come forward with requests of their own to bring about compliance with the 2001 district standards. Staff was unable at the time to reach out to all affected properties. Originally, the UR district was intended to allow single-family ranchettes and farms (1 acre minimum) for families maintaining a lifestyle that included the raising and keeping of large and small animals in a semi-rural atmosphere. Changing the zoning to REM brings the property into conformance with the 2001 Zoning Code zoning districts while maintaining the semi-rural atmosphere and the keeping of large and small animals. The REM district allows one dwelling per lot and the dwelling must be either site-built or a manufactured home.

The area surrounding the subject properties consist of large lot residential development in the form of site-built, and manufactured homes. The zoning districts supporting these types of residential uses include REM

(Residential Estate Mobile), and EE (Equestrian Estates). Given the development pattern described, there should be no impact to the surrounding neighborhood in terms of character and compatibility.

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development. As the uses surrounding the subject properties are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

On March 26, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The Planning and Zoning Commission voted 4-0-0 (one Commissioner vacancy, two Commissioners absent). The zone change was approved on the consent agenda.

SUPPORT INFORMATION:

Exhibit A - Site Plan
Exhibit B - Findings
Attachment A - P&Z Staff Report
Attachment B - 03-26-24 PNZ Minutes

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject properties located at 6820 and 6860 Shannon Drive will be rezoned from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current non-conforming UR (Urban Ranch) zoning designation will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3068; COUNCIL BILL 24-026

AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024).

The City Council is informed that:

WHEREAS, Alberto Guillen, property owner, has submitted a request for a zone change from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile); and

WHEREAS, the subject properties are approximately 1.15 acres in size each, and the proposed zone change will bring the properties into compliance with the 2001 Zoning Code, as amended; and

WHEREAS, the proposed REM (Single-Family Residential Estate Mobile) zone is consistent with the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on March 26, 2024, recommended that the zone change request be approved by a vote of 4-0-0 (one Commissioner vacancy, two Commissioners absent).

NOW, THEREFORE, Be Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned REM (Single-Family Residential Estate Mobile).

(II)

THAT the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(IV)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

HOMESTEAD ACRES NO. 13

A MINOR SUBDIVISION LOCATED IN THE S1/2 SE1/4 NE1/4 NE1/4 OF SECTION 24, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

SCALE: 1"=60'

JUNE 2001

2.3173 ACRES TOTAL

DEDICATION

THE 2.5063 ACRE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS HOMESTEAD ACRES NO. 13

ALL RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES.

UTILITY EASEMENTS ARE GRANTED FOR THE USE OF UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON.

INSTRUMENT OF OWNERSHIP: AS FILED APRIL 11, 2000
IN CLERKS BOOK 217 PAGE 1745-1746, DONA ANA COUNTY RECORDS.

WE, THE UNDERSIGNED OWNERS, HEREBY SET OUR HANDS AND SEALS

THIS 13TH DAY OF NOVEMBER 2001.

GUILLERMO TENA
P.O. BOX 1084
DONA ANA, NEW MEXICO 88032

MANUELA C. TENA
P.O. BOX 1084
DONA ANA, NEW MEXICO 88032

STATE OF NEW MEXICO }
COUNTY OF DONA ANA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13TH DAY OF NOVEMBER 2001.

BY: GUILLERMO TENA
BY: MANUELA C. TENA

MY COMMISSION EXPIRES OCTOBER 4, 2005

NOTARY PUBLIC SEAL

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW MEXICO AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION FROM THE NOTES OF A BONAFIDE FIELD SURVEY AND THAT IT MEETS MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

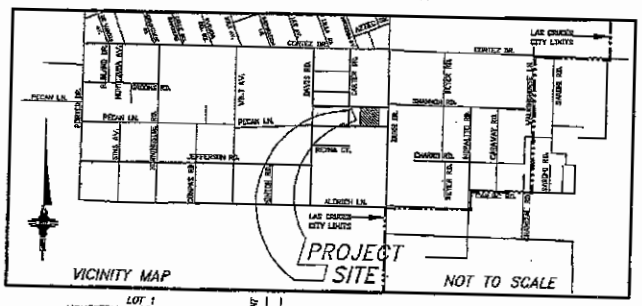
JORGE MOY (LICENSE #9839) DATE 10/17/2001

STATE OF NEW MEXICO }
COUNTY OF DONA ANA }

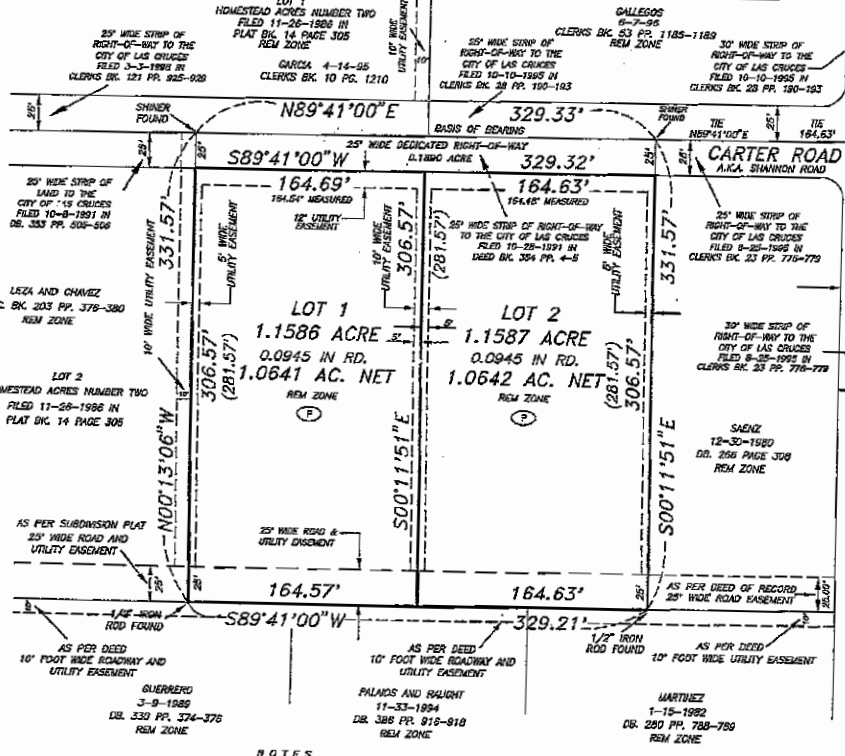
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THE 20TH DAY OF MARCH 20 02 AT 5:02 O'CLOCK AND DULY RECORDED IN PLAT BOOK NO. 20 PAGE 33 AND FILED IN THE RECORDS OF COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO THIS 20TH DAY OF MARCH 20 02

PLAT NO. 3585 RECEPTION NO. 57608

RUBEN CABALLOS
COUNTY CLERK (SEAL)



TIE TO THE NORTHEAST CORNER OF SECTION 24, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS



NOTES

1. 1/2" IRON RODS WITH PLASTIC IDENTIFICATION CAPS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. SUBDIVIDER RESPONSIBLE FOR PROVIDING UTILITY STUB-OUTS AND FOR PROVIDING ANY AND ALL EASEMENTS NECESSARY TO PROVIDE UTILITY SERVICE TO LOTS CONTAINED HEREIN.
3. EXCESS STORM DRAINAGE TO BE RETAINED WITHIN EACH LOT.
4. (P) DENOTES PONDING EASEMENT, TO BE MAINTAINED BY LOT OWNER.
5. PROPERTY LIES IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, IN MAP 350130C0650 E, REVISED: SEPTEMBER 27, 1991.
6. BUILDING SETBACK LINES SHALL BE DETERMINED FROM ANY ROAD AND UTILITY EASEMENT.
7. ( ) = DISTANCE TO ROAD AND UTILITY EASEMENT.
8. NO WALLS SHALL BE BUILT ON 25 FOOT WIDE ROAD AND UTILITY EASEMENT

UTILITY APPROVAL

EASEMENTS SHOWN HEREON AND UTILITIES LAYOUTS ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST OF NEW MEXICO, INC., ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND GROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES.

COMCAST OF NEW MEXICO, INC.

BY: _____ DATE: 10-16-01

EASEMENTS SHOWN HEREON AND UTILITY LAYOUT ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, AND SATISFACTORY TO MEET THE NEED FOR THE INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

EL PASO ELECTRIC COMPANY

BY: _____ DATE: 10/03/01

EASEMENTS SHOWN HEREON AND UTILITIES LAYOUTS ON THE UTILITY LAYOUT SHEETS, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) TELEPHONE UTILITIES.

QWEST TELEPHONE COMPANY
QWEST COMMUNICATIONS INC., DISCLAIMER:
This plat has been approved for easement purposes only. The signing of this plat does not in any way guarantee telephone service to the subdivision.

BY: _____ DATE: 10/17/01

CITY PLANNING AND ZONING COMMISSION APPROVAL

THE PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY PLANNING AND ZONING COMMISSION FOR THE CITY OF LAS CRUCES. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

CHAIRMAN _____ SECRETARY _____

DATE 11/27/2001 DATE 11/27/01

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THE PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT

DATE 11.14.01

DIRECTOR OF PUBLIC WORKS DIRECTOR OF UTILITIES

DATE 11-20-01 DATE 11/16/01

MOY SURVEYING INC.
514 N. DOWNTOWN MALL
LAS CRUCES, NEW MEXICO 88001
PHONE: (505) 525-9683
FAX: (505) 524-3238

JOB NO. 01-1232
DRAWN BY E.C./R.J.
FIELD BY KEN/BOBO/VICTOR
DATE 8/18/01 SCALE: 1"=60'

Exhibit “B”

Findings

- The properties under consideration have a non-conforming zoning designations that no longer exist in the 2001 Las Cruces Zoning Code, as amended.
- Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The REM district designation is the most appropriate zoning district given the lot size, surrounding area, and development intentions stated by the owner.
- The subject properties fall within the Suburban Neighborhood Place Type. This classification is characterized by low to moderate density residential land uses intermixed with areas of commercial development. The classification is consistent with what the REM zone provides.
- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The surrounding area is developed as large lot single-family development consistent with the REM zoning district. Several parcels adjacent to the subject property are already zoned REM.

ZONING

CITY OF LAS CRUCES

Planning & Zoning Commission March 26, 2024

CASE 24ZO0500024: 6820 & 6860 SHANNON DRIVE REZONING

STAFF CONTACT:	Adam Ochoa, (575) 528-3204, aochoa@lascruces.gov
OWNER:	Alberto Guillen
REPRESENTATIVE:	Same
DISTRICT:	District #6
SITE ADDRESSES:	6820 & 6860 Shannon Drive
EXISTING ZONING:	UR (Urban Ranch)
REQUEST:	Rezone from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500024:
A request to approve the rezoning of two properties from UR (Urban Ranch) to REM (Single-Family Residential Estate Mobile) located at 6820 & 6860 Shannon Drive. The properties are 1.15 ± acres in size and within Council District 6. Submitted by Alberto Guillen, property owner.

SUMMARY OF RECOMMENDATION:
Staff is recommending **APPROVAL** based on the findings listed below:

- The properties under consideration have a non-conforming zoning designations that no longer exist in the 2001 Las Cruces Zoning Code, as amended.
- Prior to development, an appropriate zoning district designation needs to be established pursuant to code. The REM district designation is the most appropriate zoning district given the lot size, surrounding area, and development intentions stated by the owner.
- The subject properties fall within the Suburban Neighborhood Place Type. This classification is characterized by low to moderate density residential land uses intermixed with areas of commercial development. The classification is consistent with what theREM zone provides.

- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and meets the purpose and intent of the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The surrounding area is developed as large lot single-family development consistent with the REM zoning district. Several parcels adjacent to the subject property are already zoned REM.

PROPOSAL AND LAND USE HISTORY

DETAILED DESCRIPTION:

The property owner, is seeking rezoning from UR to REM in that the present UR district designation is a defunct zoning designation that does not exist within the 2001 Las Cruces Zoning Code, as amended. The UR district existed in an earlier zoning code having been eliminated under the current 2001 zoning code regime. At the time of code adoption, a two-year grace period allowed any non-conforming zoning to remain in full force and effect until rezoning or conversion of zoning took place. Staff initiated rezoning/conversion efforts for related properties and encouraged property owners to come forward with requests of their own to bring about compliance with the 2001 district standards. Due to the sheer number of properties that needed adjustment, staff could not reach out to all applicable property owners within the time frame provided even after extending the time frame for compliance. Originally, the UR district was intended to allow single-family ranchettes and farms (1 acre minimum) for families maintaining a lifestyle that included the raising and keeping of large and small animals in a semi-rural atmosphere. Changing the zoning to REM brings the zoning district into conformance while maintaining the semi-rural atmosphere and the keeping of large and small animals. One dwelling is allowed per lot and must be either site-built or a manufactured home meeting stipulated criterion.

LAND USE HISTORY:

The subject properties are believed to have been created prior to approval of the East Mesa/US70 Annexation by City Council in 1986. The properties are undeveloped and located amongst several others that were initially zoned with the intention of establishing large residential lots that specifically permitted the keeping of large and small animals in a manner established prior to annexation.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Thoroughfare Plans	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
In large part, the area surrounding the subject properties consist of large lot residential development in the form of site-built, and manufactured homes. The zoning districts supporting the residential uses include UR (Urban Ranch), REM (Residential Estate Mobile), and EE (Equestrian Estates). Given the development pattern described, there should be no impact to the surrounding neighborhood in terms of character and compatibility.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:
According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

- Community Environment:
    - Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
        - Policy CE-1.2. – Promote investment within older areas of the city through redevelopment.
            - Action CE-1.2.3 - Partner with property owners of vacant land for infill opportunities.
    - Goal CE-5: Building and Site Design – Establish standards to integrate new development with surrounding built and natural features while mitigating long-term natural resources and climate impacts.
        - Policy CE-5.1 – Promote building form and scale that complements surrounding neighborhoods and creates strong linkages between the development site, the street, and other public grounds.
            - Action CE-5.1.2 – Provide gradual transitions between developments with residential lots of varying size and building heights.
- Community Prosperity:
    - Goal CP-9: Housing Diversity – Provide a diverse range of housing options to accommodate residents at all stages in life.

  Community Livability:
    - Goal CL-2: Neighborhood Conservation - Strengthen neighborhood condition through improvements to the built-environment.
        - Policy CL-2.2 – Encourage redevelopment of vacant properties within neighborhoods.

As the uses surrounding the subject properties are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

COMPLIANCE WITH THOROUGHFARE PLAN:
Access to the subject properties will come from Shannon Drive. The road is a partially improved local roadway that lacks adequate right-of-way (ROW), curb, gutter, sidewalks, and lighting. Shannon Drive has approximately 20 feet of right-of-way width. Shannon Drive does not meet local roadway standards, but is adequate to accommodate any proposed single-family residential development.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
J. Improve the design, quality, and character of new development.
K. Encourage development of vacant properties within established areas.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
N. Conserve the value of buildings and land.

Review by City of Las Cruces staff determined the proposed zone change would not adversely impact the surrounding area. Future uses that may be authorized by the proposed district will be in keeping with the surrounding area per section 38-2 of the 2001 Zoning Code, as amended. Additionally, the proposed action will eliminate the issue with the non-conforming/defunct zoning district issue with the properties.

CRITERIA FOR DECISIONS:
Per Section 2-382 of the Las Cruces Municipal Code, the Planning and Zoning Commission shall determine the following:

A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
    1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely adjoining properties.
    2. Unreasonably increase the traffic in public streets.
    3. Increase the danger of fire or endanger the public safety.
    4. Deter the orderly and phased growth and development of the community.
    5. Unreasonably impair established property values within the surrounding area.
    6. In any other respect, impair the public health, safety, or general welfare of the city.
    7. Constitute a spot zone, and therefore, adversely affect adjacent property values.

8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.

B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.

C. The commission shall encourage the proper use and development of land, shall seek to create, and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air, and other environmental, natural, historical, and cultural resources for the city.

D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.

E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change request appropriate with a recommendation of approval.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject properties are currently zoned UR. The UR zoning district is a defunct designation requiring that it be brought into compliance with current code prior to any development taking place on-site. The proposed zone change to REM seeks to accomplish this in a manner that is compatible with the surrounding area.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

If the subject properties are rezoned as proposed, the size of the lots and the access provided via Shannon Drive allows for future development of residential uses as envisioned by the property owner to take place. All development would then follow the requirements of the REM zoning district if approved.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

City water and gas are currently in proximity of the subject properties and are accessible to the property owner. The available city utilities will not be negatively impacted by this zone change request and any resulting development. Septic tanks provide the means for sewer service and the subject parcels lot size will accommodate lot size standards established by the New Mexico Environment Department (NMED).

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:

Notification letters were mailed to property owners within 500 feet of the subject properties. Staff has not received any input regarding the pending zone change action as of packet preparation.

STAFF COMMENTS:

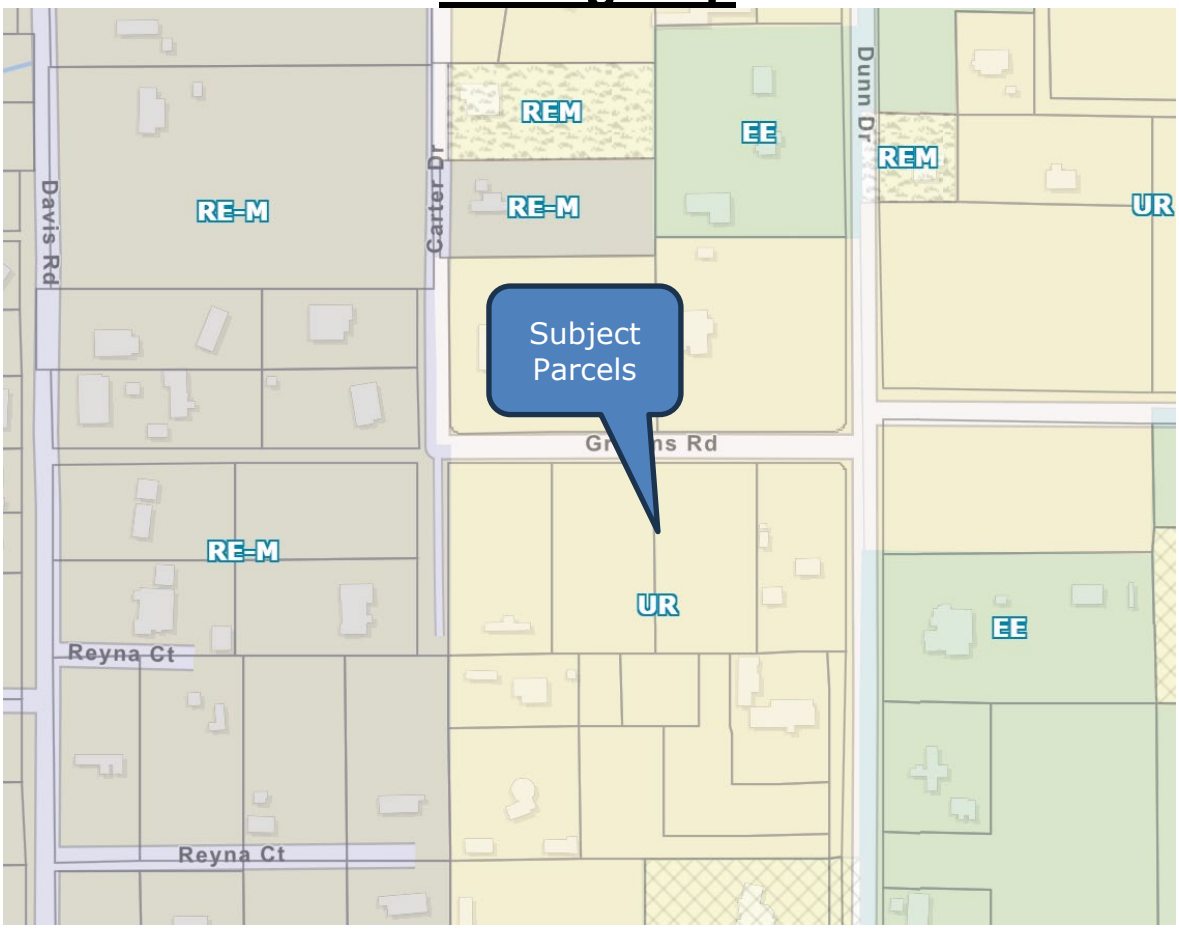
No reviewing department had any negative comments nor does any reviewing staff object to the proposed rezoning.

ATTACHMENTS:

1. Zoning Map
2. Aerial Map
3. Department Review Comments

ATTACHMENT 1

Zoning Map



ATTACHMENT 2

Aerial Map

ATTACHMENT 3
Department Review Comments

Department: Planning

Status: APPROVED

Department: Transportation

Status: NOT REQUIRED

Department: Engineering

Status: NOT REQUIRED

Department: Utility

STATUS: APPROVED

Department: Fire

Status: APPROVED

Department: MPO

Status: APPROVED

Department: Flood Review

Status: APPROVED

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
March 26, 2024 at 6:00 p.m.

BOARD MEMBERS PRESENT:
Scott Kaiser, Chair
Enrico Smith, Vice-Chair
Connor Murray, Member
Joaquin Acosta, Member

BOARD MEMBERS ABSENT:
James Bennett, Secretary

STAFF PRESENT:
David Weir, Deputy Director Community Planning
Adam Ochoa, Senior Planner/Building Inspection Supervisor
John Castillo, Planner
Brad Douglas, Assistant City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:05)

Kaiser: Welcome to the March 26th City of Las Cruces Planning and Zoning Commission meeting. We'll go ahead and call this meeting to order.

2. APPROVAL OF MINUTES – February 27, 2024

Kaiser: First item of business tonight is approval of the minutes from February 27th. Before we get a motion, is there anybody who had comments, corrections to make? Looking for a motion to approve.

Smith: I move that we approve the minutes from the last meeting.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

3. CONFLICT OF INTEREST

Kaiser: All right. Any conflicts of interest tonight Commission? All right, seeing none.

We will go ahead and - before we get to the acceptance of the agenda I just want to make one administrative announcement for those that we have a captive audience and before folks take off after their respective items tonight. There is a public comment open for the update to the development code, which is essentially the giant binder of rules and regulations that dictate what we hear and see and do up here on this commission. That document is now available. And public comment is being accepted up until April 5th. And I will look to staff if they want to make any other comments on that.

Weir: Thank you, Mr. Chair. David Weir, of the Community Development Department. You are correct. The entire draft of our development code known as the Realize Las Cruces project is available on the project website, which is www.realizelascruces.com. And it will take you to a link that will take you to each chapter of the code. And there's also a tool that will allow you to comment online. If you'd like to comment directly to the Community Development Department, any of the planners here tonight, myself, Adam Ochoa, John Castillo, you can send those comments and we will provide those to the consultant. Thank you.

Kaiser: Thank you. So encourage everyone to go take a look at that. It's a very important document. It basically dictates how things get built in the City, which is why you all are here tonight. So we look forward to seeing your input, in that it's been I think over a year if not longer of a process to get to this point. And so we're excited to see the next phase, excited to get your all input, and then hopefully take it over the finish line.

4. ACCEPTANCE OF THE AGENDA

Kaiser: So with that, are there any postponements tonight? I don't believe there are. So looking for a motion to accept tonight's agenda.

Murray: I make a motion to accept tonight's agenda.

Smith: I second

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

5. PUBLIC PARTICIPATION

Kaiser: Okay, is there anybody in tonight's audience who wishes to speak on an item that is not on tonight's agenda? I see two hands. So we'll start with this lady over here. If you want to come forward. And please, please state your name for the record and I need to swear you in.

Bernal: Hi, my name is Dolores Bernal.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Bernal: As far as I know.

Kaiser: I'll give you three minutes. Please go ahead.

Bernal: Thank you. Yes, again, my name is Dolores Bernal. I'm a cybersecurity professional and a former Las Cruces Sun News journalist. I live in District 3. I'm here today with some members of a fast growing group in Las Cruces called Save the Roadrunner. You can learn more about us at savetheroadrunner.org. It's time for this Commission to stop approving

large construction projects and development in Las Cruces with total disregard to the harm done to sensitive wildlife including our iconic roadrunners. Sightings of roadrunners and other protective birds within City limits have declined significantly, especially since 2020. Already, the burrowing owl, which was quite abundant in this area before, has been completely wiped out. More and more bird species are being decimated with every project that you approve. It's only a matter of time before you are contacted by federal or state agencies to investigate the destruction of roadrunner nests and killing of the roadrunner and other protected species. You cannot now however, an upgrade how you approve construction projects in the City. You can begin by requiring environmental impact assessments on proposed construction sites. These assessments involve checking for wildlife that can be harmed during the land clearing phase of a project and provide you with valuable information including when birds are mating and nesting. The expansion of Veterans Park took place at the height of breeding season. I and others saw many homeless roadrunners and quail who were desperately searching for their nest right after the bulldozer clear over two acres of land next to Veterans Park. I was able to record video of this and I am ready to turn it in to investigators when they request it. Roadrunners and other birds in our area are federally protected under the Migratory Bird Treaty Act of 1918. Roadrunners are also protected by the State of New Mexico. When construction projects are being reviewed, this Commission must do its due diligence and check to make sure these birds won't be killed during the projects. Our group is demanding that you begin requiring environmental impact assessments as soon as possible before more projects are approved. I can be a resource for us to start planning how an ordinance like that may look like, as well as other groups that can become involved including the Audubon Society. Thank you so much.

Kaiser: Thank you.

Shervanick: Gregory Shervanick.

Kaiser: And do you swear or affirm the testimony you're about to give is the truth and nothing but the truth and under penalty of law?

Shervanick: I do.

Kaiser: Go ahead.

Shervanick: Chair Kaiser and Commissioners, City staff. Thank you. And I'm glad that you brought up the topic of Realize Las Cruces development code. Tomorrow at 3:00 p.m. there will be a public meeting for this item, which the draft is now, as you said, online. I asked for the draft in February. Of course, the City couldn't give it to me even though it was online before. And

I wanted to read the mission statement so the people behind me realize how important this document is. The City development code regulates the use of the development of land within the City limits. The update process and focus on the amendment of the existing zoning regulations, zoning maps, subdivision regulations, sign regulations, design standards, such as parking, street designs, and landscape. This update also focuses on streamlining and simplifying, Commissioners, development process to ensure clear and efficient processes. The update will be driven by the policies and actions identified through Elevate Las Cruces Comprehensive Plan process. The overreaching purpose of this code update is to implement the vision that was established with Elevate plan, in addition to making the code more user friendly, and ensuring the compliance with state regulations. My observations over this last year, Chair, is that this is not a favorable or equitable design, and the citizens of Las Cruces will resent you for years to come. And of course, your predecessors who sit in those chairs will resent you if you accept this document as it is. First of all the communication of projects is still limited to 500 feet. And if you look at any of the zoning code signs that are provided on properties and projects, you'll find that the font is so small you can't even read it from the street. So it doesn't help people understand what is being asked for in regulations and zoning changes. Also, unfortunately, the sun does not rotate around the Earth, so most of the environmental, sustainability, and tree items in this document do not conform to primary physics, third grade physics. If you plant trees going east to west, the sun will never give them shade on a north to south boundary. Because that's not how the sun nor the solar energy functions. I thank you very much. And I ask everyone in this room to please go to Realize Las Cruces on the City website and read the document. Appreciate your time. Thank you.

Kaiser: Thank you, sir. All right. Anybody else in tonight's audience who wishes to speak on an item that is not on tonight's agenda? All right, I will close public comments.

6. POSTPONEMENTS

7. CONSENT AGENDA

7.1 Case No. 24ZO3000007: A request for approval of a final site plan, known as Metro West Phase 1, located within the Metro Verde Planned Unit Development (PUD). The proposed subdivision encompasses 17 ± acres, is zoned PUD and located at the northwest corner of Peachtree Hills Road and Red Hawk Golf Club. The final site plan proposes 98-single-family residential lots with a tract of land for drainage that will be dedicated to the City of Las Cruces. Submitted by Sierra Norte Development Inc., property owners. City Council District 5.

7.2 Case No. 24ZO0500024: A request to approve a zone change from UR (Urban Ranch) to REM (Residential Estate Mobile) for two lots each ± 1.15 acres in size and located at 6820 and 6860 Shannon Road. Submitted by Alberto Guillen, property owner. City Council District 6.

Kaiser: And we will move on to the consent agenda. Okay, get a motion to - I guess actually we will, for those in the audience these are the two items on tonight's consent agenda. 7.1 is a final site plan for Metro Verde West, 7.2 is a zone change. Is there anybody in the audience who would like to hear a discussion on one or both of these? Please show of hands. Okay, seeing none. Looking for a motion to approve tonight's consent agenda.

Smith: I move that we approve tonight's consent agenda 7.1 and 7.2.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

8. OLD BUSINESS

Kaiser: All right, we have no old business.

9. NEW BUSINESS

9.1 Case 23CS0500013: A request for approval of a non-administrative replat known as Villa Mora Dam Replat No. 1. The subject property encompasses 56.51 + acres, is zoned R-1a (Single-Family Medium Density Residential) and is located at 2040, 2045, 2060, & 2065 E. Madrid Avenue. Submitted by the City of Las Cruces, property owner. City Council District 1.

3069; Council Bill 24-027

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	May 6, 2024	**Adopted:**	May 20, 2024
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001).**

TYPE OF ACTION: ☐ **Administrative** ☐ **Legislative** ☒ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

Zone change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for property approximately 9.37 acres in size and located at 1900 Bataan Memorial East. The purpose for the proposed zone change is to bring the property into compliance with the 2001 Zoning Code, as amended and allow for redevelopment of a vacant building and parking lot for a multi-tenant retail project.

Due to the property remaining vacant since 2017, the property is now considered non-conforming as it does not meet the C-2 zoning district that has a maximum lot size requirement of 1 acre. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended. When the subject property was initially zoned C-2 in 1988, the C-2 zoning designation was the most intense commercial zone in the City of Las Cruces and it had no maximum lot size requirement just like the proposed C-3 zoning designation.

The surrounding neighborhood includes a gas station, movie theater, restaurants, hotel, and a shopping center. The property has three access points, Telshor Boulevard, Del Rey Boulevard, and Bataan Memorial East, all of which are classified as arterials by the MPO Thoroughfare Map and where large-scale commercial development is encouraged.

The Regional Commercial place type encourages a diverse assortment of commercial and professional services that would be made available by allowing a broader spectrum of uses. The goals and policies outlined within this Comprehensive Plan support a variety of commercial choices within the City of Las Cruces

while maintaining a context-sensitive development that is compatible to the surrounding area. The zone change could lead to development of services and/or job opportunities for the community that are easily accessible and within walking distance of existing residential areas and transit systems.

On February 27, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The zone change received one concern regarding the increase in traffic in the area. The Planning and Zoning Commission voted that the zone change request be approved 6-0-0 (one Commissioner vacancy).

SUPPORT INFORMATION:

Exhibit A - Site Plan
Exhibit B - Findings
Attachment A - Staff Report to the P&Z
Attachment B 02-27-24 PNZ Minutes

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject property located at 1900 Bataan Memorial East will be rezoned from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current C-2 (Commercial Medium Intensity) will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3069; COUNCIL BILL 24-027

AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001).

The City Council is informed that:

WHEREAS, Upward Architects LLC, representative, has submitted a request for a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity); and

WHEREAS, the subject property is approximately 9.37 acres in size, has a vacant building, and the proposed zone change will bring the property into compliance with the 2001 Zoning Code, as amended; and

WHEREAS, the proposed C-3 (Commercial High Intensity) zone is consistent with the Regional Commercial Place Type per the Elevate Las Cruces Comprehensive Plan and will provide job opportunities; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on February 27, 2024, recommended that the zone change request be approved by a vote of 6-0-0 (one Commissioner vacancy).

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned C-3 (Commercial High Intensity).

(II)

THAT the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(IV)

THATCity staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

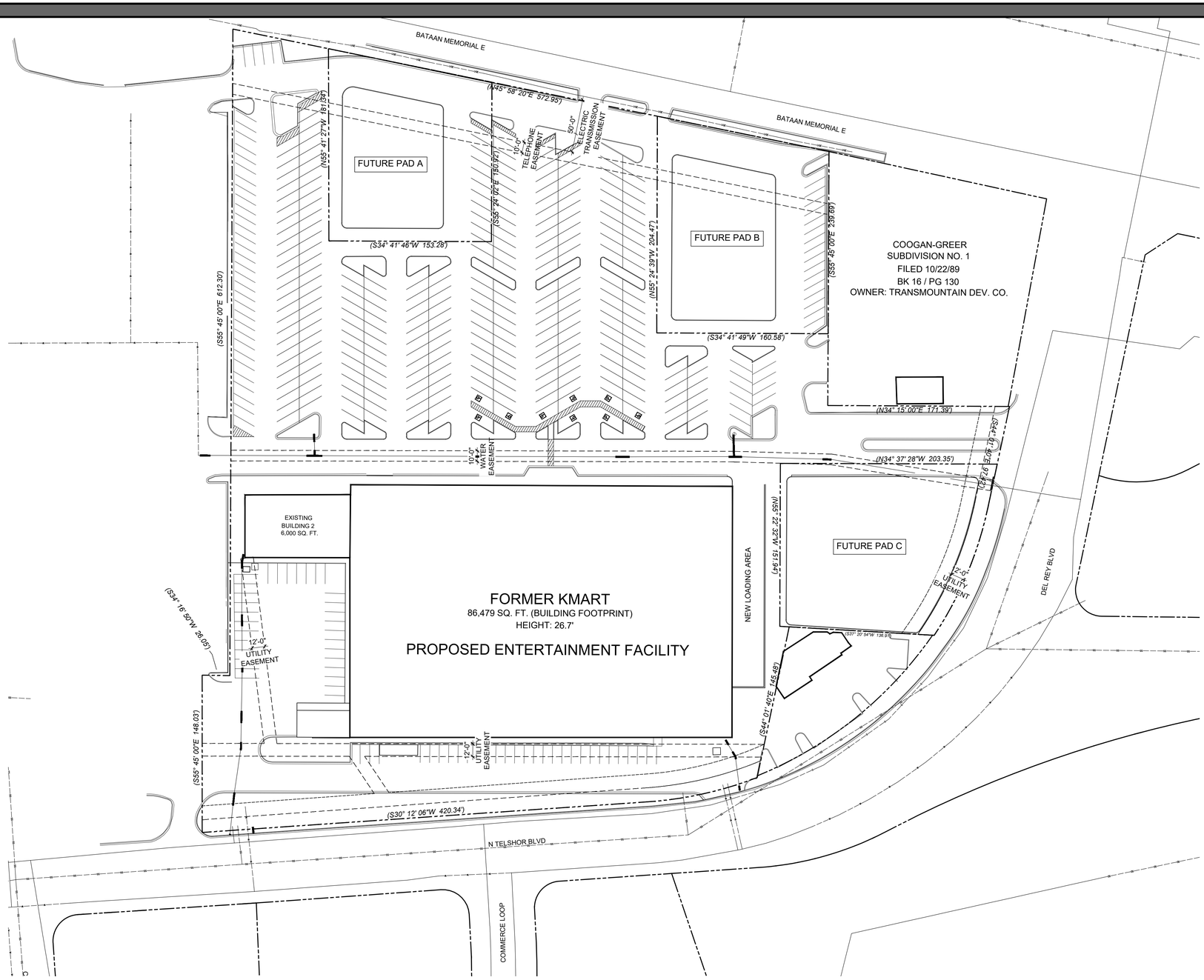
Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"



SITE PLAN

SCALE: 1" = 50'-0"

N

0 50' 100' 150'

SCALE: 1" = 50'-0"

SITE DATA:

APN:	R0221185
BUILDING ADDRESS:	1900 Bataan Memorial East, Las Cruces, NM 88011
SITE AREA:	
LOT 1:	323,638 S.F. (7.43 AC)
LOT 2 (PAD A):	25,494 S.F. (0.59 AC)
LOT 3 (PAD B):	30,451 S.F. (0.70 AC)
LOT 4 (PAD C):	28,772 S.F. (0.66 AC)
TOTAL:	408,355 S.F. (9.37 AC)
ZONING :	
EXISTING:	C-2
PROPOSED:	C-3
BUILDING AREA:	
BUILDING 1 (FORMER KMART):	86,479 SF
BUILDING 2:	6,000 SF
PARKING REQUIRED:	
Fitness (1/200) 35,922 SF	180 SPACES
Retail (1/350) 11,796 SF	34 SPACES
Bowling (2/lane) 24 Lanes	48 SPACES
Arcade (1/250) 6000 SF	24 SPACES
Grill (1/200) 6000 SF	30 SPACES
Restaurant (1/200) 8460 SF	43 SPACES
TOTAL	359 SPACES
PARKING PROVIDED: (NOT INCLUDING PROP. PADS)	385 SPACES

CONTACT INFO:

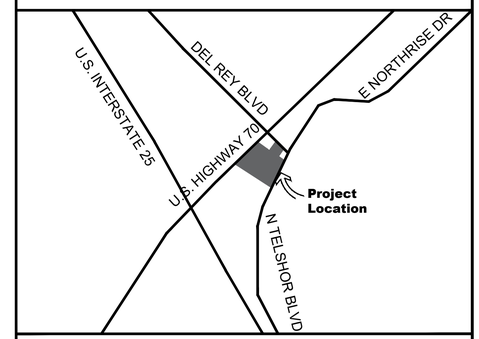
ARCHITECT

UPWARD ARCHITECTS
1155 E. RIO SALADO PKWY, SUITE B-101
TEMPE, AZ 85281
PHONE: 602-753-5222
E-MAIL: justin@upwardarchitects.com
CONTACT: Justin Gregonis

OWNER

AKMS, LP
10982 ROEBLING AVE, UNIT 203A
LOS ANGELES, CA 90024
PHONE: 818-331-6755
E-MAIL: ken@srgla1.com
CONTACT: Kenneth R. Simons

VICINITY MAP:



PROJECT DESCRIPTION

Proposed rezone from C-2 to C-3 with creation of three new parcels within the site for future pads

Kmart Re-Parcel

1900 Bataan Memorial East
Las Cruces, NM 88011

12-22-2023
PROJECT NO. 22034

UPWARD ARCHITECTS
1155 W. Rio Salado Parkway, Suite B-101
Tempe, AZ 85281
Ph 602.753.5222 www.upwardarchitects.com

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along two major arterial roadways where high intensity commercial uses and zoning such as the proposed C-3zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001Zoning Code, Article 1, Section 38-2L).
- Based upon staff’s analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

ZONING

CITY OF LAS CRUCES

Planning & Zoning Commission 02/27/2024

CASE 24ZO0500001: REZONING

STAFF CONTACT:	Sara Gonzales, (575) 528-3049, sgonzales@las-cruces.org
OWNER:	KMLAS CRUCES LLC
REPRESENTATIVE:	Upward Architects LLC
DISTRICT:	District #3
SITE ADDRESS:	1900 Bataan Memorial East
EXISTING ZONING:	C-2 (Commercial Medium Intensity)
REQUEST:	Rezone from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500001:
The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for a property located 1900 Bataan Memorial East and encompassing 9.37 ± acres to redevelop of an existing commercial property.

SUMMARY OF RECOMMENDATION:
Staff is recommending **APPROVAL** based on the findings listed below:

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the 2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along two major arterial roadways where high intensity commercial uses and zoning such as the proposed C-3 zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

PROPOSAL AND LAND USE HISTORY

PROJECT DESCRIPTION:

The property proposed for rezoning is located at 1900 Bataan Memorial East. The existing building on the subject property has been vacant for more than a year and the redevelopment requires the property to come into compliance with the 2001 Zoning Code, as amended. The 9.37 ± acre subject property is currently zoned C-2 (Commercial Medium Intensity) and the C-2 zoning district has a maximum lot size requirement of 1 acre making the property non-conforming. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended. When the subject property was initially zoned C-2, the C-2 zoning designation was the most intense commercial zone in the City of Las Cruces and it had no maximum lot size requirement just like the proposed C-3 zoning designation.

The applicant is requesting the zone change to C-3 for future redevelopment of a multi-tenant retail project that will bring desirable services and amenities to the area.

LAND USE HISTORY:

The existing 95,071 square foot structure was built in 1988. The businesses that occupied the space included K-Mart and the Super 99 Cent Store. In September of 2017, both businesses closed their doors, and the site has remained vacant.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Mesilla Valley Metropolitan Planning Organization (MPO) Thoroughfare Plan	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes
New Mexico Case Law	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:

The property is located along Bataan Memorial East in an area of the City of Las Cruces where a variety of high intensity commercial land uses exist and are allowed. The future redevelopment will a range in uses allowed by the C-3 zoning district which are compatible with and similar to surrounding uses. Those in close proximity to the subject property includes a gas station, movie theater, restaurants, hotel, and a shopping center.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

The property is in the Regional Commercial Place Type Overlay as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. The

following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed zone change:

- Community Environment:
  - Goal CE-4: Complete neighborhoods - develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
- Community Livability:
  - Goal CL-7: Transportation-land use connection- develop an accessible and efficient transportation system that provides seamless connectivity to surrounding land uses and complements various development patterns.
    - Policy CL-7. 2: Promote street interconnectivity within and between neighborhoods, between commercial developments, and within town centers and neighborhood centers
- Community Prosperity
  - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
    - Policy CP-4. - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.
      - Action CP-4.2.2 - Improve administrative process and procedures to eliminate barriers that impede the expansion of office, commercial or industrial developments.

The Regional Commercial place type encourages a diverse assortment of commercial and professional services that would be made available by allowing a broader spectrum of uses. The goals and policies outlined within this Comprehensive Plan support a variety of commercial choices within the City of Las Cruces while maintaining a context-sensitive development that is compatible to the surrounding area. The zone change could lead to development of services and/or job opportunities for the community that are easily accessible and within walking distance of existing residential areas and transit systems.

COMPLIANCE WITH MPO THOROUGHFARE PLAN:

Telshor Boulevard and Del Rey Boulevard are classified as a principal arterial roadways and Bataan Memorial East is classified as a minor arterial by the MPO Thoroughfare Map and the Future Thoroughfare Map in Elevate Las Cruces. Large scale commercial developments are encouraged along higher roadway classifications to accommodate increased traffic flow. Based on the three designated ingress/egress locations, the proposed zone change is appropriate for this area.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:

The relevant purpose and intent statements to the proposed rezoning are:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
K. Encourage development of vacant properties within established areas.

L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
N. Conserve the value of buildings and land.

The proposed zone change would allow for reuse of an existing building and land where that are no known adverse offsite impacts or potential risks to the public's safety, health and welfare.

CRITERIA FOR DECISIONS:

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions above and has deemed the zone change request appropriate with a recommendation of approval.

NEW MEXICO CASE LAW:

1. There was an error when the existing zoning map pattern was created; or
2. Changed neighborhood or community conditions justify the change; or
3. A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other applicable City master plan(s), even though criterion (1) or (2) above do not apply because
    a. there is a public need for a change of the kind in question, and
    b. that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The redevelopment of this vacant building with retail and entertainment land uses are similar to the surrounding neighborhood that consists of commercial uses, justify the C-3 zoning designation on the subject property.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property is zoned C-2 and encompasses 9.37 ± acres. Currently the subject property is non-conforming due to the maximum lot size requirement under the C-2 zoning designation. The existing building meets all setback requirements of the 2001 Zoning Code. The site currently has an improved surface for parking with landscaped islands and parkways dispersed throughout.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

The proposed zone change will allow the property owner to use the vacant building on the property for a multi-tenant retail project. Aside from internal alterations of the structure in accordance with the applicable building codes for a change in use,

the property would be required to follow all applicable building, fire and zoning codes as part of redevelopment including ponding and additional landscaping.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:
City water, gas and sewer are available for the site and are adequate for any potential new construction. Bataan Memorial East is paved, including curb, gutter, and lighting. Del Rey Boulevard and Telshor Boulevard are paved including curb, gutter, lighting, and sidewalk. No additional improvements are currently required.

FLOOD PLAIN:
The property is not located in a flood zone.

STAFF AND PUBLIC COMMENTS

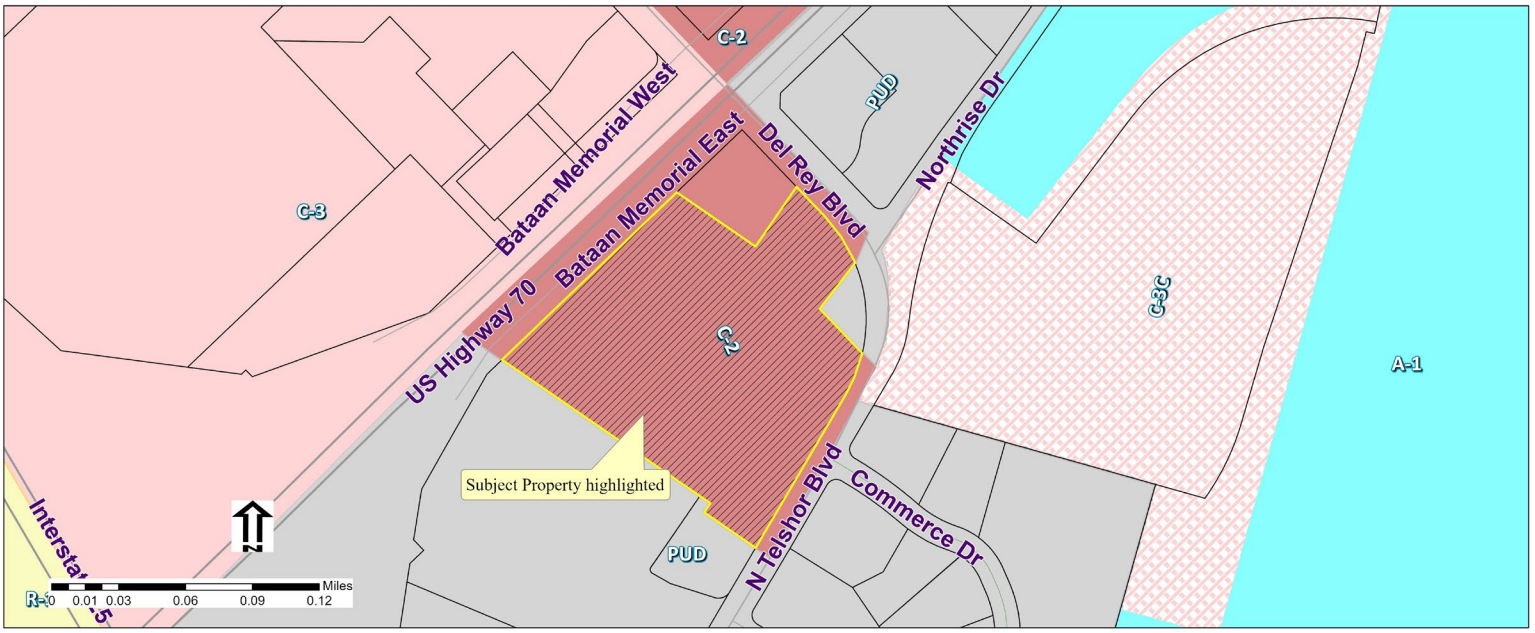
PUBLIC NOTIFICATION AND INPUT:
Notice of a Public Hearing was mailed to all property owners within 500 feet on February 12, 2024, for the Planning and Zoning Commission meeting. No public comment was received for the proposed zone change at the time of the drafting of this report.

STAFF COMMENTS:
No reviewing departments had any negative comments and there have been no objections to the proposed rezoning.

ATTACHMENTS:
1. Zoning Map
2. Aerial Map
3. Survey/ Site Plan
4. Applicants Documents
5. Department Comments

ATTACHMENT 1

Zoning Map

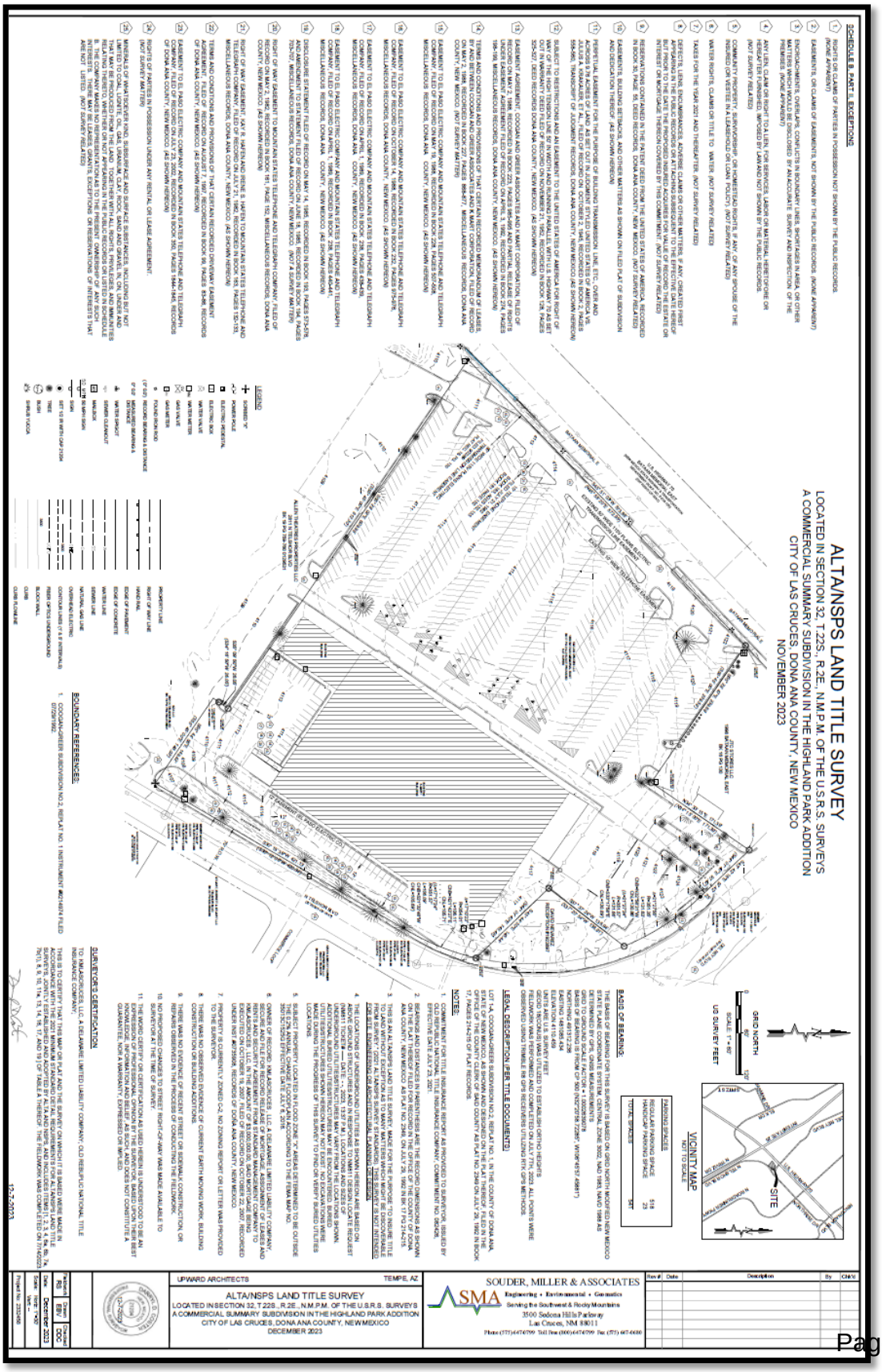


ATTACHMENT 2

Aerial Map

ATTACHMENT 3

Survey/ Site Plan



ATTACHMENT 4

Applicants Documents

This Rezoning Narrative is submitted on behalf of KM Las Cruces, LLC, a Delaware limited liability company ("Applicant"). Applicant owns a 9.376 parcel of real property known as Lot 1- A of Coogan-Greet Subdivision No. 2, Replat No. 1, which is generally located to the southeast of the intersection of U.S. Highway 70 and Interstate 25 in, Las Cruces (the "City"), New Mexico (the "Property"). Applicant proposes to redevelop the Property by subdividing it into four separate parcels and rezoning all parcels in order to build a multi-tenant retail project (the "Project"). Applicant respectfully requests that the City approve its request to rezone the Property from C- 2/Commercial Medium Intensity (the "C-2 Zoning District") to C-3/Commercial High Intensity(the "C-3 Zoning District") to bring it in to compliance with the current zoning designations (the "Rezoning").

The Rezoning meets the criteria set forth in the Las Cruces Zoning Code (the "Code"), and furthers the goals, objectives and policies of *Elevate Las Cruces* (the "Plan"). As discussed below, the Rezoning will permit redevelopment of a mixed-use project that enhances and enriches the surrounding area, with new tenants who will bring desirable services and amenities that fit within
the already-existing neighborhood.

The Property and Current Entitlements

The Property is subject to the Coogan-Greer Subdivision No. 2, Replat No. 1, recorded on July 29, 1992. At the time it was platted and initially developed, through the date of this application, the Property has been within the C-2 Zoning District. However, during that period, the City revised the C-2 Zoning District development standards under the Code regarding maximum lot size, and as a result, the Property became legal non-conforming. As discussed below, the Rezoning will bring the Property into compliance with the Code and will pave the way for creation of a development that better fits the surrounding environment.

The Project

Applicant seeks to rezone and subdivide the Property into one primary lot and three outlots. The Rezoning will allow for reuse of an underdeveloped, underutilized parcel of land that already has infrastructure to support such development. Bringing the Property into compliance and allowing the out lots to be developed will stimulate growth by creating more retail opportunities, which in turn leads to job creation and increased tax revenue.

Criteria for Rezoning

Requests for rezoning are reviewed in relation to the goals, objectives and policies of the Plan, Plan elements, other applicable plans and the purpose and intent of the Code. *Code* §38-10(K). The Rezoning furthers the goals, objectives and policies of the Plan and Code, and the Project fits well within the description of the C-3 Zoning District, which encourages development "of those uses which provide retail, service, and wholesale activities within the City and a regional market,
whose use generally serves a population of over 15,000." *Code* §38-32(B).

Compliance with Elevate Las Cruces

The Plan "is not necessarily an endorsement of outward expansion" but rather "represents a more holistic view of positive change that places significant value on inward growth – promoting long-term community prosperity through the regeneration and rejuvenation of the community's existing built footprint." *Plan*, *Volume I*, p. 18. The Rezoning would allow for the regeneration and rejuvenation of an already existing, but underutilized, centrally located area, thereby promoting the basic tenants of the City's vision for future growth.

Vision Framework

The Rezoning is consistent with the Plan's vision for Las Cruces to be a livable community, create vibrant neighborhoods, and for new growth to foster economic prosperity and promote balanced development.

The Project is located less than a mile away from residential neighborhoods to the north, south, east and west. Consistent with the Plan's vision component to build a livable community and vibrant neighborhoods, the Rezoning will permit a development that increases access to new amenities and provides jobs and services, while adding non-residential infill development to an area that will benefit from such facilities. Rezoning the Property to the C-3 Zoning District will permit larger lot sizes that will, in turn, attract multiple service providers that would not be possible if the lot-size limitations imposed by the C-2 Zoning District are in place. Not only does this build a livable community, it fosters economic prosperity with the workforce development and multiple new businesses in the area (and resulting increased tax revenue), thereby contributing to a robust economy.

The Plan's vision for balanced development calls for "sustainable growth practices where smart investment in new development enhances long-term economic value through quality design and resource conservation." *Plan*, *Volume I*, p. 19. The current layout of the Property – one parcel that is almost 10 acres in size, with only one large building constructed on it – does not provide the maximal and best use. The Rezoning will promote development in an area that is already supported by roads and other services, thereby reducing the so-called "construction footprint" that would be required if the same amenities were built on an undeveloped parcel. The construction of modernized updated buildings that improve the Property's aesthetics will enhance the long-term economic value of the Property and the Project.

Physical Framework

The Property is in a location that is well-suited to accommodate the anticipated expansion that the Rezoning and the Project will generate. The surrounding neighborhoods will benefit from the new services and the existing transportation infrastructure can manage the growth.

Future Development Program and Future Development Map: the Property's place classification on the Future Development Map is Regional Commercial, within the Suburban designation, and it is identified as an area of non-residential growth. *Plan*, *Volume I*, p. 32; Figure 1.8. The Regional Commercial designation calls for areas "of contemporary development where land uses are dispersed among distinct residential neighborhoods, retail centers, office parks and industrial uses." There are no applicable areas of special consideration, place type overlays or areas of

special consideration set forth in the Plan. Land uses in Regional Commercial areas include general retail sales and services, shopping centers and professional offices. *Plan*, *Volume I*, p. 43. The Rezoning will permit desirable services, centers and offices to occupy the area that cannot conform to the C-2 Zoning District maximum lot size.

The Rezoning compliments the Plan's vision for the Property and fits the character of the surrounding area. While there are some nearby parcels that are within the C-2 Zoning District, the lot directly to the east of the Property is in the C-3 Zoning District and the lots directly to the north and south are PUD that are currently comprised of commercial buildings. Further, given the location of the Property, the Rezoning will provide more intensive and larger retail use near Highway 70 (designated by the Plan as a minor arterial road), Northrise drive (a principal arterial road), as well as Interstate 25, while providing desirable services for the nearby residential
neighborhoods. *Plan*, *Volume I*, p. 74.

Future Thoroughfare Program
The Future Thoroughfare Program looks at "essential principles to guide street network and facility development." This program is to be considered as new roadways are built, or existing roadways are improved. *Plan*, *Volume I*, p. 62. Roadway standards should be used to achieve the Plan's desired development character in the various classifications. *Plan*, *Volume I*, p. 64. Given the Project's suburban classification, the focus for streets should be multi-modal mobility.

On the Future Thoroughfare Map, the Project is adjacent to a minor arterial road (Highway 70), a principal arterial road (Northrise Drive), as well as Interstate 25. The Project is in a development with already established streets – both highways as well as local connector roads. The Project that will be possible with the Rezoning will be well-served by these existing roads and will be completed with designs and planning that incorporates the key suburban street considerations.

Policy Framework: The Plan's Policy Framework is meant to prioritize the City's methods to build an ever more sustainable, prosperous, and livable environment, incorporating the Plan's initiatives, which are discussed below.

1. Elevate our Community Environment. The Community Environment Policy Framework is organized around four topics: land use and community character; infrastructure, utilities and energy; natural resources and open spaces; and regionalism. This policy goal aims to preserve finite resources, as well as further efficient and harmonious interface with the natural environment. *Plan*, *Volume I*, p. 86. It points to the Future Development Map as providing key direction for land use and community character, and encourages more efficient and sustainable use of infrastructure, utilities and energy. *Plan*, *Volume I*, p. 87.

   As discussed above, the Rezoning is consistent with the Future Development Map and the development goals associated with the Regional Commercial classification. The Rezoning will allow for balanced, efficient and sustainable development because the Property is already served by utilities and roads; the Rezoning will pave the way for new businesses to use the Property, rather than build at a location without these existing features. New buildings will follow the City's design standards, which encourages steps like drought- friendly landscaping, and soil and wind erosion control.

2. Elevate our Community Prosperity: The Rezoning also furthers this policy goal, which focuses on ensuring that the basic daily needs of citizens are addressed, including economic development. With the businesses and amenities that will be possible with the Rezoning, it will contribute to a strengthened economy through business recruitment, providing services that will be enjoyed by the surrounding area, and offering employment opportunities for residents.

   The Property is approximately one mile away from the Infill Area Overlay District. *Plan, Volume II*, p. 46. The Rezoning would allow for a project that could provide gainful employment to a number of people near an area that has been identified as lacking in employment opportunities. The Property is near the Apodaca (QOZ) District within the Infill Area Overlay District, which were meant to create a more favorable jobs-housing balance, but have not generated a substantial increase in commercial development activity in the center of the City. *Plan, Volume II*, p. 45, 46. The Rezoning will encourage redevelopment and reinvestment one mile away from the overlay district that the City is seeking to promote.

Elevate our Community Livability: The Plan discusses the fact that a "community's prosperity is greatly dependent on access to services and amenities that enhance resident comfort and enjoyment, which contribute to the overall quality of life." *Plan*, *Volume I*, p. 176. As discussed above, the Rezoning will provide services and amenities to the residents in the nearby surrounding neighborhoods, while at the same time making good use of an underutilized property. The Rezoning will also create infill development, an aspect of creating safe, clean and vibrant neighborhoods. *Plan, Volume I*, p. 177, 181.

Compliance with the Purpose and Intent of the Code

The purpose of the Code is to implement the Plan and its elements, especially the land use element.
Code, §38-2. The intent of the Code "is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life." *Id*. As discussed above, the Rezoning is consistent with the Plan and furthers its land use objectives. Not only will the Rezoning bring the Property into compliance
with current standards, it will permit a more beneficial and appropriate use of the Property and allow for development that will bring desirable services and amenities to the surrounding neighborhoods, while at the same time repurposing an underutilized lot that already has access to utilities and main roadways.

ATTACHMENT 5
Department Review Comments

Department: Planning

Status: YES

Department: Right Of Way

Status: YES

Department: Long Range Planning

Status: YES

Department: Traffic Engineering

Status: YES

Department: Engineering

Status: YES

Department: Utility Engineering

STATUS: YES

Department: Fire

Status: YES

Department: City MPO

Status: YES

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
February 27, 2023 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
James Bennett, Secretary
Joaquin Acosta, Member
Connor Murray, Member
Vanessa Porter, Member

BOARD MEMBERS ABSENT:

STAFF PRESENT:

Larry Nichols, Director Community Development Department
Vincent Banegas, Interim Planner
John Castillo, Planner
Brad Douglas, City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:00)

Kaiser: All right. Good evening. It is 6:01. So I'm going to go ahead and call this meeting to order. It is the February 27th City of Las Cruces Planning and Zoning Commission meeting. Thank you all for coming out here tonight.

2. APPROVAL OF MINUTES – January 23, 2024

Kaiser: Before we get into the meat of our packed agenda tonight, do we have any conflicts of - or excuse me. Are there any comments on the previous meetings minutes from January? No comments. All right, looking for motion to approve.

Bennett: I make a motion to approve the previous meetings.

Murray: I'll second it.

Baum: Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

3. CONFLICT OF INTEREST

Kaiser: All righty, Any conflicts of interest tonight from the Commission? All right, seeing none.

4. ACCEPTANCE OF THE AGENDA

Kaiser: We will go ahead and move into the acceptance of the agenda. But before we do, we have many items on our consent agenda this evening. If you see the slides up on the TVs behind me, you can see we have five items. So I'm going to go through this list. And if I can get a show of hands, anybody who wishes to hear a presentation on those items, please raise your hand so we can pull it from the consent agenda. If we don't pull it, then we're going to go ahead and move into approving the consent agenda. That will be the last that we hear on that item tonight. So is there anybody who wishes to hear a presentation on item 6.1? All right. So we'll go ahead and pull item 6.1. Is there anybody who wishes to hear a presentation on item 6.2? Seeing none. 6.3? I see two hands so we'll pull 6.3. 6.4? Seeing none. 6.5? I see two hands. We'll pill item 6.5 as well. All right, so that leaves items 6.2 and 6.4 on the consent agenda. So with those changes can I get a motion to approve tonight's agenda?

Bennett: I make a motion of tonight's agenda.

Smith: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Board Member Bennett.

Bennett: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

5. PUBLIC PARTICIPATION

Kaiser: All right. Now we will move into public participation. Is there anybody in the audience tonight who wishes to speak on an item that is not on tonight's agenda? I see one hand that's up. That's not on tonight's agenda. Is that correct? Okay. If you'll please come forward, I'll give you three minutes to speak.

SPEAKING, NOT AT THE MICROPHONE

Kaiser: So we're going to address that item later this evening, so thank you. Okay, seeing no other raised hands, we'll go ahead and close public participation for the minute.

7. NEW BUSINESS

Kaiser: All right, moving on to, I've lost my agenda, item 6.3. Staff, I'll turn it over to you.

Castillo: Good evening Commission. Today we have a property located at 1900 Bataan Memorial East. They are seeking a zone change. The current conditions of the property is it's located on the south side of the Bataan Memorial East and west side of Del Rey Boulevard. It currently encompasses 9.37 plus acres. It's zoned C-2 which is our commercial medium intensity. It's a vacant commercial building. It's been vacant since 2017.

Here's a zoning map of the property. Here's an aerial image of the property. Here's a proposed site plan for the property. So the proposal is to rezone from the C-2 to a C-3. This brings the property into compliance with the 2001 Zoning Code as amended, as the C-2 zoning designation only allows for a maximum of one acre. It will also allow the redevelopment of the property for a multitenant retail project. The analysis based on this was there was no health, safety, or welfare issues identified by staff. The zone change will allow the redevelopment of a vacant commercial building/ property. And the property is accessed via a minor and principal arterial roadways where C-3 zoning designations are encouraged.

At the time of this presentation staff had received no input from the public. Notice was sent to all surrounding properties within 500 feet as well. Today staff recommends approval for the zone change to C-3 to bring the property into compliance with the 2001 Zoning Code. The subject property is located along two major arterial roadways where high intensity commercial uses and zoning, such as the proposed designation are encouraged. The proposed zone change will help ensure the subject property remains sensitive to the character of the existing neighborhood. Based on staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces, adjacent uses in zoning districts. It meets the intent and purpose of Section 38-2 and also fulfills the purpose of the Las Cruces Municipal Code Section 2-382. Today your options are to vote "yes" to approve, vote "no" to deny, vote "yes" with conditions, or vote to table.

Kaiser: Thank you. Any questions or comments from the Commission? All right, hearing none. Any members of the public that wish to speak on this item, please raise your hand. I see one gentleman please come forward.

Hernandez: How you doing?

Kaiser: Good. Please state your name for the record.

Hernandez: Dr. Edward Hernandez.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Hernandez: Yes.

Kaiser: Go ahead.

Hernandez: My only concern is I'm very happy that that building is going to finally be occupied. You know it's been vacant for a number, for a long time. We have a lot of homeless now, it's getting worse in that area as well. I'm getting break ins in my office building. I have had at least two in the last four or five months. So that's a concern of mine. But the biggest concern I have is the intersection of Center Court Drive which is directly across from the Allen Telshor theater's entrance. Their main entrance to their parking lot, which is going to be just south of where this building is. So basically directly across the street. My office building is on Telshor, 2810 North Telshor. And you know, I'm a ophthalmologists. I'm an eye surgeon. So most of my patients are 60, 70, 80 years, 90 years old. Their reaction time is down. Their vision sometimes is impaired. And that intersection is pretty hazardous. I've cut down all my bushes as far as they can go. I've increased the visibility southward as much as I can, you know well over 100 feet, but when people are coming up from Sam's Club up that hill you know they're doing 50 miles an hour and they're on them so quickly that we've had a number of accidents on that intersection. So my concern is with the increased traffic in that area, what's going to happen to, and there's a geriatric practice right next door to mine, Dr. Duran's. So I know most of the traffic will probably occur after we're closed, but not all of it. So that's my only concern is traffic.

Kaiser: Thank you. All right, anybody else wishes to speak on this item? All right, seeing none. We'll come back to the Commission. Staff, I don't know if you have a response to that or not.

Castillo: Mr. Chair, Commission. Yes, I do have a response. At this time, it is strictly just bringing the property into conformance with zoning. At the time of development, once we've gone through the zone change process, we'll look at land uses on the property and then develop the necessary either trip generated models or if necessary what we call a trip traffic impact analysis, but some type of traffic study will be done at that point.

Kaiser: Thank you. All right. Any other questions from the Commission? All right, seeing nobody. Looking for a motion to approve

Bennett: I make a motion to approve 6.3.

Smith: I second.

Baum: Board Member Acosta.

Acosta: Yes, based on staff recommendation.

Baum: Board Member Smith.

Smith: Yes, based on staff recommendation and the goals of Elevate Las Cruces.

Baum: Board Member Porter.

Porter: Yes, based on staff recommendations.

Baum: Board Member Murray.

Murray: Yes, based on bringing it up to the standard codes and staff recommendation.

Baum: Board Member Bennett.

Bennett: Yes, based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: Yes based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.