



**VILLAGE COUNCIL SPECIAL MEETING  
VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
THURSDAY, JULY 11, 2024 4:00 P.M.**

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- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. NEW BUSINESS**
  - A.** Consideration to Approve **Resolution 2025-580** Accepting the Department of Finance and Administration Capital Appropriations Agreement for Project ID DFA 24-I3178 to Plan, Design, Construct and Equip a Village Hall Building including Public Safety Vehicle Bays
  - B.** Consideration to Approve **Resolution 2025-581** Accepting the Department of Finance and Administration Capital Appropriations Agreement for Project ID DFA 24-I3179 to Design, Construct, Purchase, Furnish and Equip Fire Station #1 in Taos Ski Valley, Taos County
  - C.** Consideration to Approve **Resolution No. 2025-582**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2024, NM LGRF DOT
  - D.** Consideration to Approve **Resolution No. 2025-583**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2024 - 2025, NM DOT Municipal Arterial Program (MAP) Cooperative Agreement
  - E.** Consideration to Approve an Agreement for a Contracted Level II Water Operator
  - F.** Consideration to Approve Award of the Contract for On-Call Engineering Services for Civil, Electrical, Mechanical, Structural, and Surveying Services
  - G.** Consideration to Negotiate and Enter into an Agreement with a Professional Recruiting Firm to identify Candidates and Support the Hiring of a new Village Administrator
  - H.** Consideration to Accept AnchorBuilt Inc. Final Bid Amount for Kachina Booster Station Construction Contract and Approval of Notice of Award
- 5. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
- 6. ADJOURNMENT**

*-- Providing infrastructure & services to a World Class Ski Resort Community --*

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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AGENDA ITEM TITLE: **Consideration to Approve Resolution 2025-580 Accepting the Department of Finance and Administration Capital Appropriations Agreement for Project ID DFA 24-I3178 to Plan, Design, Construct and Equip a Village Hall Building including Public Safety Vehicle Bays**

DATE: July 11, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

#### BACKGROUND INFORMATION:

The Village of Taos Ski Valley applied for and received 2024 Capital Outlay funding of \$150,000 for the above-described project. Staff requests Council authorization for the Mayor to sign the funding agreement documentation.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2025-580 assigning the Mayor to sign the funding agreement to accept the DFA 24-I3178 FY2024 \$150,000 capital outlay to plan, design, construct and equip a Village Hall building including public safety vehicle bays.

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2025-580**

**A RESOLUTION ACCEPTING THE AGREEMENT FOR CAPITAL APPROPRIATIONS PROJECT ID DFA 24-I3178 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration, and;

**WHEREAS**, the Agreement is identified as Project ID DFA 24-I3178;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Christopher Stanek, Mayor, or successor is authorized to sign the Grant Agreement for this project, and designates Carroll Griesedieck, or successor as the OFFICAL REPRESENTATIVE and FISCAL AGENT (as named on the agreement) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same , or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.

**ADOPTED THIS 8TH DAY OF July 2024.**

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Mayor Christopher Stanek

ATTEST:

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Ann Marie Wooldridge  
Village Clerk

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**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **VILLAGE OF TAOS SKI VALLEY**, 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 2024, Chapter 66, Section 28, Paragraph 536**, 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**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**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:

**24-13178                      \$150,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 536, One Hundred Fifty Thousand (\$150,000.00), from the General Fund 93100 to plan, design, construct and equip a village hall building, including public safety vehicle bays, in Taos Ski Valley in Taos county;

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand \$150,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, One Thousand Five Hundred \$1,500.00, which equals One Hundred Forty-eight Thousand Five Hundred \$148,500.00 (the "Adjusted Appropriation Amount").

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." [Optional Language if special conditions apply. 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.

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## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

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- 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 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 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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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### **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: VILLAGE OF TAOS SKI VALLEY  
Name: Carroll Griesedieck  
Title: CFO  
Address: 7 Firehouse Road, Taos Ski Valley, NM 87525  
Email: carroll@vtsv.org  
Telephone: 575-776-8229

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: VILLAGE OF TAOS SKI VALLEY  
Name: Carroll Griesedieck  
Title: CFO  
Address: 7 Firehouse Road, Taos Ski Valley, NM 87525  
Email: carroll@vtsv.org  
Telephone: 575-776-8229

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Steve Lacy  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: stevenk.lacy@dfa.nm.gov  
Telephone: 505-695-5602

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, 2028** 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.

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## **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.

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## **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.

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## **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. Additionally, the Grantee shall certify on the Request for Payment form 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 are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **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 provided by the Department. 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 execution 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



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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

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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 **VILLAGE OF TAOS SKI VALLEY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **VILLAGE OF TAOS SKI VALLEY**'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

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the **VILLAGE OF TAOS SKI VALLEY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **VILLAGE OF TAOS SKI VALLEY** 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 a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the VILLAGE OF TAOS SKI VALLEY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the VILLAGE OF TAOS SKI VALLEY 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.

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[THIS SPACE LEFT BLANK INTENTIONALLY]

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

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

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable): \_\_\_\_\_  
D. Funds Requested to Date: \_\_\_\_\_  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (If Applicable): \_\_\_\_\_  
G. Grant Balance: \_\_\_\_\_  
H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. Reporting Certification:** I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

- V. Compliance 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, and are valid expenditures or actual receipts; 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**  
or **Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name

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

**(State Agency Use Only)**

**Vendor Code:** \_\_\_\_\_ **Fund No.:** \_\_\_\_\_ **PO #** \_\_\_\_\_ **Loc No.:** \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer Date

\_\_\_\_\_  
Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

† 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.

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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AGENDA ITEM TITLE: **Consideration to Approve Resolution 2025-581 Accepting the Department of Finance and Administration Capital Appropriations Agreement for Project ID DFA 24-I3179 to Design, Construct, Purchase, Furnish and Equip Fire Station #1 in Taos Ski Valley, Taos County**

DATE: July 11, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

#### BACKGROUND INFORMATION:

The Village of Taos Ski Valley applied for and received 2024 Capital Outlay funding of \$70,000 for the above-described project. Staff requests Council authorization for the Mayor to sign the funding agreement documentation.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2025-581 assigning the Mayor to sign the funding agreement to accept the DFA 24-I3179 FY2024 \$70,000 capital outlay to design, construct, purchase, furnish and equip Fire Station #1 in Taos Ski Valley, Taos County.



**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2025-581**

**A RESOLUTION ACCEPTING THE AGREEMENT FOR CAPITAL  
APPROPRIATIONS PROJECT ID DFA 24-I3179 AND AUTHORIZING THE MAYOR  
TO SIGN THE AGREEMENT.**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Department of Finance and Administration, and;

**WHEREAS**, the Agreement is identified as Project ID DFA 24-I3179;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Christopher Stanek, Mayor, or successor is authorized to sign the Grant Agreement for this project, and designates Carroll Griesedieck, or successor as the OFFICAL REPRESENTATIVE and FISCAL AGENT (as named on the agreement) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same , or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.

**ADOPTED THIS 8TH DAY OF July 2024.**

\_\_\_\_\_  
Mayor Christopher Stanek

ATTEST:

\_\_\_\_\_  
Ann Marie Wooldridge  
Village Clerk

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**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **VILLAGE OF TAOS SKI VALLEY**, 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 2024, Chapter 66, Section 28, Paragraph 537**, 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**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**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:

**24-13179                      \$70,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 537, Seventy Thousand (\$70,000.00), from the General Fund 93100 to plan, design, construct, purchase, furnish and equip fire station 1 in Taos Ski Valley in Taos county;

The Grantee's total reimbursements shall not exceed Seventy Thousand \$70,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals Seventy Thousand \$70,000.00 (the "Adjusted Appropriation Amount").

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." [Optional Language if special conditions apply. 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.

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## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

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- 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 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 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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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### **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: VILLAGE OF TAOS SKI VALLEY  
Name: Carroll Griesedieck  
Title: CFO  
Address: 7 Firehouse Road, Taos Ski Valley, NM 87525  
Email: carroll@vtsv.org  
Telephone: 575-776-8229

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: VILLAGE OF TAOS SKI VALLEY  
Name: Carroll Griesedieck  
Title: CFO  
Address: 7 Firehouse Road, Taos Ski Valley, NM 87525  
Email: carroll@vtsv.org  
Telephone: 575-776-8229

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Steve Lacy  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: stevenk.lacy@dfa.nm.gov  
Telephone: 505-695-5602

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, 2028** 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.

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## **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.

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## **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.

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## **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. Additionally, the Grantee shall certify on the Request for Payment form 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 are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **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 provided by the Department. 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 execution 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

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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

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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 **VILLAGE OF TAOS SKI VALLEY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **VILLAGE OF TAOS SKI VALLEY**'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



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the **VILLAGE OF TAOS SKI VALLEY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **VILLAGE OF TAOS SKI VALLEY** 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 a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the VILLAGE OF TAOS SKI VALLEY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the VILLAGE OF TAOS SKI VALLEY 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.

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[THIS SPACE LEFT BLANK INTENTIONALLY]

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

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

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

**V. ☐ Compliance 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, and are valid expenditures or actual receipts; 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**  
or **Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer Date

\_\_\_\_\_  
Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

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: \_\_\_\_\_

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.

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2025-582**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2024, NM LGRF DOT

DATE: July 11, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a Resolution for State Highway and Transportation Department funding. After passage of the attached Resolution, the Highway Department will be drafting a contract for Village approval for the 2025 road project. The Village requests that NMDOT contribute \$69,554 with the Village to match or exceed \$23,185 for a total contract price of \$92,739 which is consistent with recent funding applications with NMDOT.

The project scope of work is drainage structures, culverts, blading, reshaping, hauling, disposal, placement, and compaction of all materials. The Village also plans to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

RECOMMENDATION: Approval of **Resolution No. 2025-582**, a Resolution authorizing approval for financial assistance from the New Mexico State Highway and Transportation Department.

## Village of Taos Ski Valley RESOLUTION 2025-582

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Taos Ski Valley** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$92,739** to be funded in proportional share by the parties hereto as follows:

<b>CN L500578 Project Funding:</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding. Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b>FY 2025 Local Government Road Fund</b>	<b>\$69,554</b>	<b>\$23,185</b>	<b>\$92,739</b>
Reconstruction, Drainage improvements, culverts, Blading, reshaping, hauling, disposal, placement and compaction of all materials. Base course and dust control materials.			

WHEREAS, the **Village of Taos Ski Valley** shall pay all costs, which exceed the total project cost of **\$92,739**.

NOW THEREFORE, be it resolved in official session that **Village of Taos Ski Valley** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **12/31/2025** and the **Village of Taos Ski Valley** 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 the written agreement.
- The agent of the **Village of Taos Ski Valley**, **Christopher Stanek, Mayor**, shall have signature authority to bind the **Village of Taos Ski Valley** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Taos Ski Valley** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Taos Ski Valley** to enter into Cooperative Agreement for Project Control Number **L500578** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Zaps Road, Cliffhanger Roadside, Upper Twining Roadside, Bull of Wood roadside, Snow Shoe Roadside, Big horn roadside, Twining road, Phenix Switchback, Cliffhanger Road, Coyote Lane, Porcupine Road, Village Wide Boulder, Village Wide Road. - Reconstruction, Drainage improvements, culverts, Blading, reshaping, hauling, disposal, placement and compaction of all materials. Base course and dust control materials.** within the control of **Village of Taos Ski Valley** in the State of New Mexico.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of July 2024.

### THE VILLAGE OF TAOS SKI VALLEY

By \_\_\_\_\_  
Christopher Stanek, Mayor

(Seal)  
ATTEST

\_\_\_\_\_  
Ann M. Wooldridge, Clerk  
LGRF Agreement Rev 5/2024

Vote: For \_\_\_\_\_ Against \_\_\_\_\_  
Page 10 of 11

FY2025

Contract No. \_\_\_\_\_  
Vendor No. 0000052151  
Control No. HW2L500578

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Village of Taos Ski Valley** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500578, and the Public Entity’s resolution attached as **Exhibit C**. See:

Reconstruction, Drainage improvements, culverts, Blading, reshaping, hauling, disposal, placement and compaction of all materials. Base course and dust control materials.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **Ninety Two Thousand Seven Hundred Thirty Nine Dollars and No Cents (\$92,739)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$69,554</b>	<b>\$23,185</b>	<b>\$92,739</b>
<b>For the purpose stated above in Section 1.</b>			
			<b>Total Project Cost \$92,739</b>



- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**9. Liability.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

**12. Terms of this Agreement.**

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

**15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

**In witness whereof**, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

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

**Village of Taos Ski Valley**

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Village of Taos Ski Valley Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

FY2025



**EXHIBIT C**  
**Village of Taos Ski Valley RESOLUTION**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Taos Ski Valley** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$92,739** to be funded in proportional share by the parties hereto as follows:

<b>CN L500578 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$69,554</b>	<b>\$23,185</b>	<b>\$92,739</b>
Reconstruction, Drainage improvements, culverts, Blading, reshaping, hauling, disposal, placement and compaction of all materials. Base course and dust control materials.			

WHEREAS, the **Village of Taos Ski Valley** shall pay all costs, which exceed the total project cost of **\$92,739**.

NOW THEREFORE, be it resolved in official session that **Village of Taos Ski Valley** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Village of Taos Ski Valley** 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 the written agreement.
- c. The agent of the **Village of Taos Ski Valley**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Village of Taos Ski Valley** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Taos Ski Valley** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Taos Ski Valley** to enter into Cooperative Agreement for Project Control Number **L500578** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Zaps Road, Cliffhanger Roadside, Upper Twining Roadside, Bull of Wood roadside, Snow Shoe Roadside, Big horn roadside, Twining road, Phenix Switchback, Cliffhanger Road, Coyote Lane, Porcupine Road, Village Wide Boulder, Village Wide Road. - Reconstruction, Drainage improvements, culverts, Blading, reshaping, hauling, disposal, placement and compaction of all materials. Base course and dust control materials.** within the control of **Village of Taos Ski Valley** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2025-583**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2024 - 2025, NM DOT Municipal Arterial Program (MAP) Cooperative Agreement

DATE: July 11, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a Resolution for State Highway and Transportation Department funding. After passage of the attached Resolution, the Highway Department will contract for Village approval for the 2024-2025 road project. The Village requests that NMDOT contribute \$115,000.00 with the Village to match or exceed \$38,333.00 for a total contract price of \$153,333.00 which is consistent with recent funding applications with NMDOT.

The project scope of work is drainage structures, culverts, blading, reshaping, hauling, disposal, placement, and compaction of all materials. The Village also plans to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

RECOMMENDATION: Approval of **Resolution No. 2025-583**, a Resolution authorizing approval for financial assistance from the New Mexico State Highway and Transportation Department.

## Village of Taos Ski Valley RESOLUTION 2025-583

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Taos Ski Valley** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$153,333** to be funded in proportional share by the parties hereto as follows:

<b>CN L500609 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b>FY 2025 Local Government Road Fund</b>	<b>\$115,000</b>	<b>\$38,333</b>	<b>\$153,333</b>
Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements			

WHEREAS, the **Village of Taos Ski Valley** shall pay all costs, which exceed the total project cost of **\$153,333**.

NOW THEREFORE, be it resolved in official session that **Village of Taos Ski Valley** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **6/30/2026** and the **Village of Taos Ski Valley** 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 the written agreement.
- The agent of the **Village of Taos Ski Valley**, **Christopher Stanek, Mayor**, shall have signature authority to bind the **Village of Taos Ski Valley** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Taos Ski Valley** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Taos Ski Valley** to enter into Cooperative Agreement for Project Control Number **L500609** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Zap's Road Storm Drainage System - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **Village of Taos Ski Valley** in the State of New Mexico.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of July 2024.

**THE VILLAGE OF TAOS SKI VALLEY**

By \_\_\_\_\_  
Christopher Stanek, Mayor

(Seal)  
ATTEST

\_\_\_\_\_  
Ann M. Wooldridge, Clerk

Vote: For \_\_\_\_\_ Against \_\_\_\_\_



June 4, 2024

John Avila, Village Administrator  
Village of Taos Ski Valley  
P.O. Box 100  
Taos Ski Valley, New Mexico 87525

Dear John Avila:

We are pleased to inform you that your application for Municipal Arterial Program (MAP) funds for the project scope: '**Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements-Zap's Road Storm Drainage System**' was approved by the State Transportation Commission on May 30, 2024, and will be included in the New Mexico Department of Transportation's FY25 LGRF Program.

Your project has been assigned Control No. **L500609**. Please be sure to reference this number in all communications with the New Mexico Department of Transportation regarding this project.

The total estimated cost for your project is **\$153,333.00** the Department has allocated **\$115,000.00** in MAP funds, with a local match requirement of **\$38,333.00**.

The Project Oversight Division will develop a project agreement and forward it to you for signature. If you have any questions or comments, please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez  
Project Oversight Division, State Grants Manager

C: Amanda Nino, LGRF Coordinator  
Javier Martinez (acting), District 5 Engineer

**Michelle Lujan  
Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**Chandelle Sisneros**  
Commissioner  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

Contract No. \_\_\_\_\_  
Vendor No. 0000052151  
Control No. HW2L500609

## MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Village of Taos Ski Valley** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L500609**, and the Public Entity’s resolution attached as **Exhibit C**. See:

**Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements**

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Fifty Three Thousand Three Hundred Thirty Three Dollars and No Cents (\$153,333)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$115,000</b>	<b>\$38,333</b>	<b>\$153,333</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$153,333</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification



to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**9. Liability.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

**12. Terms of this Agreement.**

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

**15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

**In witness whereof**, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

Recommended By District 5

By: \_\_\_\_\_  
District Engineer

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

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

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

**Village of Taos Ski Valley**

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name and Title

**EXHIBIT A**  
**Minimum Design Standards**

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
  - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
  - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
  - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
  - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
  - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
  - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
  - g. **DEPARTMENT'S** Action Plan;
  - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
  - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
  - j. **DEPARTMENT'S** Location Study Procedures;
  - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
  - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
  - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

## EXHIBIT B

### Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

**EXHIBIT C**  
**Village of Taos Ski Valley RESOLUTION**

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW  
MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Taos Ski Valley** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$153,333** to be funded in proportional share by the parties hereto as follows:

<b>CN L500609 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b>FY 2025 Local Government Road Fund</b> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	<b>\$115,000</b>	<b>\$38,333</b>	<b>\$153,333</b>

WHEREAS, the **Village of Taos Ski Valley** shall pay all costs, which exceed the total project cost of **\$153,333**.

NOW THEREFORE, be it resolved in official session that **Village of Taos Ski Valley** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2026** and the **Village of Taos Ski Valley** 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 the written agreement.
- c. The agent of the **Village of Taos Ski Valley**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Village of Taos Ski Valley** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Taos Ski Valley** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Taos Ski Valley** to enter into Cooperative Agreement for Project Control Number **L500609** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Zap's Road Storm Drainage System - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **Village of Taos Ski Valley** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
(PRINTED NAME, POSITION)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINTED NAME, POSITION)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINTED NAME, POSITION)

\_\_\_\_\_  
DATE



**EXHIBIT D**  
**Construction Phase Duties and Obligations**

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

**CERTIFICATION NO. 1**  
**CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE**

**Control No. L500609**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):  
\_\_\_ a. have been relocated  
\_\_\_ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):  
\_\_\_\_\_ a. 20 year pavement design; or  
\_\_\_\_\_ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
  - a. Lighting;
  - b. signalization;
  - c. storm sewer and lift station;
  - d. landscape;
  - e. road exchange; and
  - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**Village of Taos Ski Valley**

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

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator**  
**Department of Transportation**

**CERTIFICATION NO. 2**

**CERTIFICATION OF THE CONSTRUCTION PHASE**

**Control No. L500609**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500609** was performed in accordance with the Agreement.
4. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20[#]

**IN WITNESS WHEREOF**, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**Village of Taos Ski Valley**

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

Mayor

**ATTEST:**

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

**Public Entity Clerk**

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**

**CERTIFICATION NO. 3**  
**AS BUILT SUMMARY**  
**OF COSTS AND QUANTITIES**  
**CONTRACT**

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_

SCOPE OF  
WORK:

[illegible]

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE:** Consideration to Approve an Agreement for a Contracted Level II Water Operator

**DATE:** July 11, 2024

**PRESENTED BY:** Gabriel Vasquez, Public Works Director

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

The Village of Taos Ski Valley requires that a Certified Level II Water Operator be on staff for NMED regulations compliance. The contractor must submit compliance reports and conduct monthly sampling. The contractor will prepare reports to be submitted to NMED on a quarterly basis. The Water Operator is required to deliver water samples to a state-certified laboratory. The Contracted Water Operator would assist the Public Works Department in controlling processes and treating water.

**STAFF RECOMMENDATION:** Staff recommends that Village Council authorize and award the contract to the selected Certified Operator Services as a monthly renewable contract.

## WATER OPERATIONS SERVICE CONTRACT

THIS CONTRACT (hereinafter, the "Contract") is made and entered into on \_\_\_\_\_, 2024, by and between Northern New Mexico Utilities, Inc. ("Service Provider"), whose address is P.O. Box 546, El Prado, New Mexico 87529 and the Village of Taos Ski Valley ("Client" or the "Village") whose address is P.O. Box 100, Taos Ski Valley, New Mexico 87525, hereinafter collectively referred to as the "Parties."

The Parties mutually agree to abide by the terms and conditions of this Contract as set forth herein and in accordance with applicable law, as hereinafter defined.

**IT IS THEREFORE HEREBY AGREED** by and between the Parties, that:

1. Scope of Services: Service Provider shall provide the following services in a timely manner, in accordance with applicable law and the policies of the Client as made known to the Service Provider. Within the foregoing parameters, Service Provider shall have absolute authority and control over Service Provider's activities and the timing and sequence of the services provided.

It is anticipated, but not required, that the Service Provider will attend meetings on a monthly or other regular basis to coordinate the provision of services. Service Provider will provide Client a monthly Water Operator Report, to be delivered in person, by electronic mail, courier or facsimile.

2. Operational Obligations of the Client: Client shall provide Service Provider with full and free access to enter upon property necessary for the performance of the contractual services provided herein. Client will provide an electronic copy of all water sampling reports relating to Client's system.

Client shall provide safe and potable drinking water in accordance with all applicable New Mexico State and Federal Drinking Water Standard mandates under the Safe Drinking Water Act. Client shall maintain proper disinfection methods, have a microbiological sampling plan and have adequate water pressure within the distribution system.

3. Compensation. Compensation to the Service Provider for the basic services to be provided under this Contract will be One Thousand Dollars (\$1,000) per month, plus applicable gross receipts tax, payable at the end of each calendar months as hereinafter provided.

Additional services, as needed and as approved by the Client in advance, shall be billed at the following rates:

- Additional compliance or repeat samples: In the event that a positive water sample is returned or the need for a special water sample arises, further testing, sampling, and completion of State and Federal requirements shall be billed at a rate of Thirty-Five Dollars (\$35.00) per hour, plus actual travel expenses incurred in the delivery of additional time-sensitive water samples or compliance samples, repeat samples, or documents. Such compliance samples or repeat samples may include, but are not necessarily limited to, time sensitive water samples such as those for organics and inorganics, heavy metals, and bacteriological samples such as TTHM, HAA5, lead, copper, total coliform and/or e coli that require hand delivery to a state certified laboratory. For such samples Service Provider will provide a travel fee at the rate of \$0.59 per mile (or current State rate) and actual time incurred for delivery.
- Emergency services: In the event of a Client emergency, Service Provider agrees to respond within a reasonable time frame. In the unlikely event that the Service Provider is unable to act within the required time frame, Service Provider will either provide or refer the Client to an alternative certified operator, provided such an option is available. Service Provider will make a good faith effort to provide necessary services to the Client



in the event of a natural disaster (e.g., fire, flood, earthquake, war, and/or acts of terrorism) but shall not be held responsible or liable for lack of performance due to unforeseen circumstances and/or forces outside the Service Provider's control, whether natural or otherwise. Emergency services between the hours of 10:00 p.m. and 6:00 a.m. shall be billed at a rate of Sixty-Five Dollars (\$65.00) per hour, with a one-hour minimum.

4. Invoices and Payment. Service Provider shall invoice the Client monthly for the services performed each calendar month. The invoice for each calendar month may be rendered on or after the last day of the month to which the payment is applicable. The Village Administrator shall provide for payment by the Client upon the Village Administrator's approval of each invoice. All payments will be made within twenty (20) days after delivery of the invoice, unless Client formally disputes the invoice and provides written notice as provided below.

Any notice of dispute of any fees invoiced by Service Provider shall be sent via Certified Mail, along with a copy of the original invoice in dispute, to the Service Provider's address indicated below within five (5) business days of the Client's receipt of the invoice in question. If Client fails to submit a written dispute of services within the time frame provided, Client's right to object to payment of the invoice will be deemed to be waived, and Client right to object to the invoice and the services billed shall be terminated. The invoice will be due and payable immediately.

All payments shall be made by check delivered to:

Andy Miera, Jr.

Northern New Mexico Utilities, Inc.

P.O. Box 546

El Prado, New Mexico 87529

Service Provider and Client may, by mutual agreement, provide for direct deposit of payments to Service Providers' bank account, in which case Service Provider will provide the necessary payment details to the Client.

5. Term: This Contract shall be effective on the date first written above, and shall terminate on June 30, 2025, unless sooner terminated pursuant to the provisions of this Contract. This Contract may be extended for up to three (3) additional terms of one year each, upon the mutual agreement of the Service Provider and the Client.

6. Termination: This Contract may be terminated by either Party upon thirty (30) days written notice to the other party. Such notice may be delivered to the other party by email, by telephone, or by United States mail or other reliable delivery method. This Contract is contingent upon the provision of adequate financial resources to support the services provided for herein. This Contract shall terminate automatically and without recourse in the event that available funding is insufficient.

Client may terminate this Contract, effective immediately upon notice to Service Provider, in the event that Service Provider fails to provide the services required under this Contract.

Service Provider may terminate this Contract, effective immediately upon notice to Client, under any of the following conditions:

- Client's failure to pay for services rendered within a timely manner.
- Client's failure to provide proper supplies, chemicals, or an adequate budget for operation of the water system.
- Client's failure to provide proper safety equipment needed to prevent possibly injury to Service Provider or Service Provider's affiliates.
- Client's failure to provide or obtain proper instrumentation required for water sampling service.
- Client's failure to address any regulatory infractions or water system conditions which could cause unsafe water production and/or damage to the water system.
- Client's failure to meet State and Federal water operations requirements.
- Client's refusal to cooperate and adhere to required procedures and protocols.

7. Service Provider Qualifications: Service Provider warrants that Service Provider has all necessary qualifications and certifications to provide the services set forth in this Contract.

Service Provider is responsible for maintaining such qualifications and certifications during the time of this Contract. If the needs of the Client require Service Provider to undertake additional education or training, Service Provider and Client may, by mutual written agreement made in advance of such education or training, provide that the Client will reimburse Service Provider for a reasonable portion of the costs of such education or training, including tuition or other fees and costs of necessary travel, including room and board, mileage, food and beverages, and other necessary travel expenses.

8. Status of Service Provider: Service Provider acknowledges that Service Provider is and shall at all times remain an independent contractor and not an employee of the Village. Service Provider and Service Provider's employees shall not be eligible to accrue leave, retirement benefits, or insurance benefits, to use Village vehicles, or to receive any other benefits provided to Village-employees. Service Provider shall have the full power to continue its other normal business activities and to employ and discharge its employees or associates as it may find desirable and the Village shall in no way interfere except as expressly provided herein to the contrary.

9. Workers Compensation: Service Provider acknowledges that neither Service Provider nor Service Provider's employees shall have any claims whatsoever to workers compensation coverage under the Village's policy or under the policy of any other contractor to the Village.

10. Assignment and Subcontracting: Service Provider shall not assign or transfer any interest in this Contract, subcontract any portion of the services to be performed under this Contract, or assign any claims for money due under this Contract without the express prior approval of the Village.

11. Conflict of Interest: Service Provider warrants that Service Provider has no present conflict of interest and shall not incur any conflict of interest with Service Provider's performance of its services under this Contract. In the event of any matter arising that presents a potential conflict of interest, Service Provider shall immediately advise the Village and shall make such arrangements as may be required to resolve the potential conflict.

The Client confirms and warrants that the Client is not under contract to any other person, entity, or corporation to provide the same or similar services provided for in this Contract, and will not enter into any such contract with another provider during the period that this Contract is in effect.

12. Release on Final Payment: Upon final payment of the amount due under this Contract, Service Provider releases the Village, its officers, agents and employees from any and all liabilities, claims and obligations whatsoever arising from or under this Contract. Service Provider agrees not to bind, purport to bind or attempt to bind the Village to any obligation not assumed herein unless the Service Provider has prior express written authority to do so from the Village, and in such case only within the limits of that authority.

13. Amendment: This Contract may be altered, changed or amended, but only by an instrument in writing executed by the Parties hereto with the same formalities as this Contract.

14. Scope of Contract: This Contract incorporates all agreements, covenants and understandings of the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

15. Governing Law: This Contract is entered into in the State of New Mexico and shall be governed by the laws of the State of New Mexico and the United States of America.

16. Disputes under This Contract: In the event of any dispute between the Parties as to this Contract or any provision hereof, the Parties will first seek to resolve the dispute by mediation before a mutually agreeable mediator. Any dispute relating to this Contract or the provision of service hereunder, if not resolved by mediation, may be addressed by a suit in the Eighth Judicial District Court for Taos County, New Mexico. The prevailing Party in any such suit may recover that Party's reasonable costs and attorney fees required for the pursuit of such suit.

17. Notices: Any notices or communications under this Contract shall be directed as follows:

To the Village by email to the Village Administrator or by United States mail to:

Village of Taos Ski Valley  
Attn.: Village Administrator  
P.O. Box 100  
Taos Ski Valley, New Mexico 87525

To Contractor by email or by certified United States mail to:

Andy Miera, Jr.  
Northern New Mexico Utilities, Inc.  
P.O. Box 546  
El Prado, New Mexico 87529

Either party may by written notice to the other party amend its notice address as stated above at any time during the term of this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first written above.

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
By: Christ Stanek  
Mayor

**NORTHERN NEW MEXICO UTILITIES, INC.**

Andy Miera Jr 6/23/24  
By: Andy Miera, Jr.  
President

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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AGENDA ITEM TITLE: Consideration to Approve Hiring an On-Call Engineering Firm for Civil, Electrical, Mechanical, Structural and Surveying Services

DATE: July 11, 2024

PRESENTED BY: Robert Wooldridge, Village Project Manager

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The Village of Taos Ski Valley currently has a number of tasks needing to be completed by engineering firms. As such the Village has decided to hire one or more engineering firms to complete the work on an On-Call basis. These tasks include,

- Surveying and engineering of drainage for Village roads
- Electrical engineering of private electric lines, that incorporate the calculation of line loss
- Any maintenance or project requiring engineering design or construction management.

The Village received four responses to the RFP advertised and posted on the Village website. In the past week Staff has reviewed the submitted bids and have decided on the firm, or firms, that will be selected for this proposal of work. Village staff requests approval from the Council on the firms being selected. Robert Wooldridge will present the Village staff's findings in their review of the bids, the opinions of the Village staff on the submittals, and finally the proposed firm or firms to be selected.

**STAFF RECOMMENDATION:** Staff recommends Council Approval of the proposed Engineering firm(s).

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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**AGENDA ITEM TITLE: Consideration to Accept AnchorBuilt Final Bid Amount for Kachina Booster Station Construction Contract and Approval of Notice of Award to AnchorBuilt, Inc.**

**See attached C410-Bid Form for Construction Contract and C510 Notice of Award.**

DATE: July 11, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

#### BACKGROUND INFORMATION:

AnchorBuilt has submitted a final bid amount for the work on site preparation and installation of the Kachina Booster Pump Station that is being built by USEMCO. Planned delivery is sometime after July 24, 2024. The work will be overseen by Plummer & Associates, the design firm. The Village requests acceptance of this AnchorBuilt Contract bid and assignment of Notice of Award to AnchorBuilt, Inc. The bid amount of \$215,809 falls within the total grant award still available.

**STAFF RECOMMENDATION:** Staff recommends acceptance of AnchorBuilt Final Bid Amount for Kachina Booster Station Construction Contract C410-Bid Form for Construction Contract. Staff recommends approval of Notice of Award to AnchorBuilt, Inc.

## C410 - BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:  
**Attn: Virgil Vigil, Village Police Chief & Acting Village Administrator and Ann Wooldridge, Village Clerk**  
**7 Firehouse Road**  
**PO Box 100**  
**Village of Taos Ski Valley, NM 87525**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. The following Forms:
1. C-410 Bid Form
  2. C-422 Statement of Intent to Pay Prevailing Wages
  3. C-423 List of Proposed Subcontractors

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) prices.
1. Item No.1 (Division 01): Lump sum price bid to include but not limited to construction mobilization, demobilization, contractors general overhead and profit, project management services, temporary utilities, stormwater pollution prevention plan (SWPPP), labor, materials, tools, equipment and incidentals necessary for preparatory/concluding work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, establishment and removal of field offices and temporary facilities, insurance, bonds, site access and move-in/out related expenses to complete the work as indicated and as specified in the Contract Documents.

Item No.1 (Division 01) Price
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\$ 61,458
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2. Item No.2 (Division 26): Lump sum price bid to include but not limited to all labor, materials, tools, equipment, and incidentals necessary for establishing connections to existing electrical and fiber optic utilities, grounding and bonding of electrical systems, new underground ducts and raceways for electrical systems, identification for electrical systems, power system studies, and all other related expenses to complete the work as indicated and as specified in the Contract Documents.

Item No.2 (Division 26) Price	\$ 45,617
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3. Item No.3 (Division 31): Lump sum price bid to include but not limited to all labor, materials, tools, equipment, and incidentals necessary for site clearing and grubbing including selective clearing, excavation, and fill, trenching and backfilling, and all other related expenses to complete the work as indicated and as specified in the Contract Documents.

Item No.3 (Division 31) Price	\$ 32,720
-------------------------------	-----------

4. Item No.4 (Division 33): Lump sum price bid to include but not limited to all labor, materials, tools, equipment, and incidentals necessary for installation of new ductile iron utility pipe including fittings, valves, special connections, pipeline and pump station disinfection, and all other related expenses to complete the work as indicated and as specified in the Contract Documents.

Item No.4 (Division 33) Price	\$ 36,903
-------------------------------	-----------

5. Item No.5 (Division 40): Lump sum price bid to include but not limited to all labor, materials, tools, equipment, and incidentals necessary for the installation of new fiber optic control cable, control systems integration, and all other related expenses to complete the work as indicated and as specified in the Contract Documents.

Item No.5 (Division 40) Price	\$ 20,500
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3.02 Deleted

3.03 Total Bid Price (Lump Sum Price)

Tax Rate For Taos Ski Valley @ 9.4375% \$18,611

Total Bid Price	\$ 215,809
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#### ARTICLE 4—BASIS OF BID—COST-PLUS FEE

4.01 Deleted.

4.02 Deleted.

4.03 Deleted.

## ARTICLE 5—PRICE-PLUS-TIME BID

- 5.01 Deleted.
- 5.02 Deleted.

## ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

### 7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### 7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

### 7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
-----------------	---------------

N/A	N/A
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### 7.04 *Bidders Acknowledgements*

Bidder acknowledges the provisions of the Agreement as to the assignment of the specified contract for procurement of goods and special services for the prefabricated booster pump station.

## ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

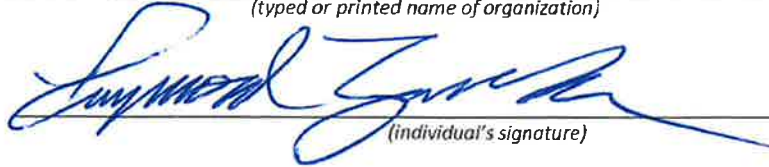
BIDDER hereby submits this Bid as set forth above:

**Bidder:**

AnchorBuilt Inc.

(typed or printed name of organization)

**By:**



(individual's signature)

**Name:** Ray Zamora

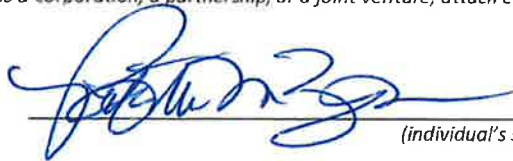
(typed or printed)

**Title:** President

**Date:** 7/5/2024

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

**Attest:**



(individual's signature)

**Name:** Roberta M Zamora

(typed or printed)

**Title:** Vice President

**Date:** 7/5/2024

Address for giving notices:

PO Box 27688 Albuquerque, New Mexico 87125

**Bidder's Contact:**

**Name:** AnchorBuilt Inc.

(typed or printed)

**Phone:** 505.342.2452

**Email:** ray.zamora@anchorbuilt.com

## C510 - NOTICE OF AWARD

Owner: Village of Taos Ski Valley

Contractor: AnchorBuilt Inc.

Engineer: Plummer Associates, Inc.

Project: Kachina Booster Pump Station

### TO BIDDER:

You are notified that Owner has accepted your Bid dated **July 5, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

\_\_\_\_\_

\_\_\_\_\_

*[Describe Work, Alternates, or Sections of Work Awarded]*

The Contract Price of the awarded Contract is \$ 215,809.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 1 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
  - a. **None.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

**OWNER:** Village of Taos Ski Valley  
*(typed or printed name of organization)*

**By:** \_\_\_\_\_  
*(Name, individual's signature)* *(Name, individual's signature)*

**Virgil Vigil** **Ann Wooldridge**  
*(Name, typed or printed)* *(Name, typed or printed)*

**Police Chief & Acting Village Administrator** **Village Clerk**  
*(Title, typed or printed)* *(Title, typed or printed)*

**Date:** \_\_\_\_\_  
*(date signed)* *(date signed)*

Copy: Engineer