CITY OF LAS VEGAS

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ALFONSO E. ORTIZ, JR.
Mayor

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
January 15, 2013 –Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES(November 26, 2013, December 3, 2013 and December 11, 2013)**

VII. **MAYOR'S APPOINTMENTS**

VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**

X. **FINANCE REPORT**

XI. **BUSINESS ITEMS**

1. Approval/Disapproval of Resolution 13-57 Budget Adjustment Resolution.

   Pamela Marrujo, Finance Director The City is in need of increasing or decreasing the FY 2014 budgeted revenues or expenditures, transfers in or transfers out within various funds.

2. Approval/Disapproval of Resolution 14-02 in support of Las Vegas as an Arts & Culture District Designation.

   Lucas Marquez, Interim Community Development Director Las Vegas was selected by, and has contracted with, the State of New Mexico to be one of its Arts & Culture Districts. The City of Las Vegas and Arts & Culture Organizations want to be cooperative partners with the State of New Mexico in the ACD initiative, as the State intends to further support its Arts & Culture Districts through capital outlay funding for ACD capital projects.

3. Approval/ Disapproval of Resolution 14-01 Open meetings Resolution.

   Casandra Fresquez, City Clerk Adoption of the Resolution is required annually establishing reasonable notice of City Council Meetings and other committee meetings.

4. Approval/Disapproval to award Bid 2014-14 for Hydraulic Excavator and Attachments.

   Ken Garcia, Utilities Director The City of Las Vegas has budgeted money within the FY 2014 budget for the purchase of a hydraulic excavator which will allow City personnel to install and maintain water, effluent reuse, and wastewater lines in a much safer manner than with the use of current equipment alone.

5. Approval/Disapproval to award Bid #2014-13, Natural Gas inventory Supplies to Apex Instruments and Secor.

   Ken Garcia, Utilities Director The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed. The Gas Division would like to award to both companies as Apex provided a lower price on some items but Secor provided a price on items that Apex did not.

6. Approval/Disapproval to enter into contract with HDR Engineering Inc. utilizing SRF 2911 funding.

   Ken Garcia, Utilities Director The City of Las Vegas received NMFA funding for planning and design of WTP Oxidation improvements. This project is listed in the 2011 PER as a Priority 1 project for the removal of disinfection by-products and to remain within compliance with the state and federal drinking water standards.

7. Approval/Disapproval to award RFP 2014-12 and enter into contract with Soleil West for Professional Architectural Services.

   Carlos Ortiz, Public Works Director Request for Proposals were recently solicited for Professional Architectural Services for the City's Public Works Department. Five proposals were received for this service, of which all were responsive and ranked accordingly. The best qualified firm to perform this service based on the designated criteria is Soleil West Architects.

8. Approval/Disapproval of City Attorney Contract.

   Mayor Alfonso E. Ortiz, Jr. Professional Service Contract between the City of Las Vegas and Dave Romero.

XIII. COUNCILORS' REPORTS

XIV. EXECUTIVE SESSION

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

A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**

B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**

C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XV. ADJOURN

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

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

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

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING ON TUESDAY, NOVEMBER 26, 2013 AT 5:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Alfonso E. Ortiz, Jr.
COUNCILORS:	Joey Herrera Tonita Gurule-Giroń Vincent Howell David L. Romero
ALSO PRESENT:	Tim Dodge, City Manager Casandra Fresquez, City Clerk Dave Romero, City Attorney Christian Montano, Sergeant at Arms

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 5:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to appreciate the snow that we have been blessed with.

APPROVAL OF AGENDA

Councilor Howell moved to approve the agenda. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Joey Herrera	Yes	Tonita Gurule-Giroń	Yes
Vincent Howell	Yes	David Romero	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

PUBLIC INPUT

Mayor Ortiz, Jr. stated he would like to speak under public input and took a moment to welcome Councilor Howell back as he had been absent due to extensive eye surgery.

Councilor Howell thanked everyone for their prayers and concerns and advised that his surgery went well.

BUSINESS ITEMS

1. Approval/Disapproval of the Agreement between the City of Las Vegas and the Las Vegas Police Officers Association (LVPOA) Fraternal Order of Police Las Vegas Lodge #20.

City Manager Dodge asked both the Management Team and the FOP Union Team to come before Council to address business item 1.

Police Chief Montano turned the item over to the negotiating team and the LVPOA.

Deputy Police Chief Eugene Garcia requested approval of the agreement between the City of Las Vegas and the Las Vegas Police Officers Association (LVPOA) Fraternal Order of Police Las Vegas Lodge #20. Deputy Chief Garcia advised that negotiation had taken place the last five months and both teams had come to an agreement in which Management negotiating team member Victoria Lovato would go through the changes of the agreement.

Ms. Lovato advised Council of the changes to the agreement as presented in the packets to Council and added that some were significant, but most were minor.

City Manager Dodge apologized for not recognizing Danielle Smith; the City's Acting Attorney for tonight's meeting and welcomed her to the meeting.

Police Chief Montano and Deputy Chief Garcia both stated that they are pleased that an agreement had been reached and the morale has improved amongst the police officers.

Mayor Ortiz, Jr. stated that he was very happy that both teams worked cooperatively through the process and resolved the issues. Mayor Ortiz, Jr. thanked City Manager Dodge and the members of both teams for their hard work and dedication in negotiating a contract that was acceptable to both parties.

Mayor Ortiz, Jr. added that the City had conducted a salary study with the objective to ensure fair and equitable pay in accordance with market standards and further added that the City continues to negotiate union contracts without utilizing the service of professional negotiators which is commendable.

Councilor Gurule-Giroń congratulated the Police Department, Management Team and the Union on reaching a successful agreement and thanked City Manager Dodge for listening.

Councilor Howell also congratulated all parties involved in negotiating the Union contract as police officers place themselves in harms way on a daily basis and deserve the resources, increases and support from the City and the Community.

Comments were made by the members of the management negotiating team and union team stating that both teams have established a good working relationship over the past few years and continuously work towards the welfare of the employees.

City Manager Dodge thanked everyone from the Governing Body to the Management Team, Union Team and Police Officers for working cooperatively to make the City a successful organization.

Councilor Herrera moved to approve the Agreement between the City of Las Vegas and the Las Vegas Police Officers Association (LVPOA) Fraternal Order of Police Las Vegas Lodge #20. Councilor Gurule-Giroń seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Tonita Gurule-Giroń	Yes
Vincent Howell	Yes	Joey Herrera	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

2. Approval/Disapproval of Resolution 13-55, 2014 Election Resolution (English and Spanish).

City Clerk Fresquez advised Council that as per §3-8-26 An Election Resolution must be adopted by the Governing Body 112-84 days prior to an election.

City Clerk Fresquez gave an overview of the resolution advising Council that this election she was recommending voting convenience centers.

City Clerk Fresquez added as City Clerk, it is her job to administer elections and she continuously looks for ways to improve the voters experience without compromising the Democratic process. The voting convenience centers will eliminate confusion as well as encourage voter participation.

City Clerk Fresquez further added that the voting convenience centers will be cost effective noting the possibility of a run-off election.

Deputy Clerk Maire Lopez advised that ballot on demand would be utilized which was the same system used for early voting.

Councilors had a few questions regarding the voting convenience centers which were addressed by City Clerk Fresquez and Deputy Clerk Lopez.

Councilor Howell moved to approve Resolution 13-55, 2014 Election Resolution (English and Spanish). Councilor Herrera seconded the motion.

Due to the length of Resolution 13-55, 2014 Election Resolution (English and Spanish), a complete copy may be obtained at the City Clerk's Office.

Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David Romero	Yes
Tonita Gurule-Giroń	Yes	Joey Herrera	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

EXECUTIVE SESSION

There were no items for Executive Session.

ADJOURN

Councilor Gurule-Giroń moved to adjourn. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Joey Herrera	Yes	David Romero	Yes
Vincent Howell	Yes	Tonita Gurule-Giroń	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

_____
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____
Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION HELD ON WEDNESDAY DECEMBER 3, 2013 AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Alfonso E. Ortiz, Jr.
COUNCILORS:	Tonita Gurule-Giroń Vince Howell Joey Herrera David L. Romero
ALSO PRESENT:	Timothy Dodge, City Manager Casandra Fresquez, City Clerk Dave Romero, City Attorney Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence in appreciation of life.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda. Councilor Gurule-Giroń seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Joey Herrera	Yes	David L. Romero	Yes
Tonita Gurule-Giroń	Yes	Vince Howell	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

MAYOR'S APPOINTMENTS

Mayor Ortiz Jr. recommended the appointment of Troy Dennison to the Design Review Board and Councilor Herrera to the Museum Board.

Councilor Howell made a motion to approve the recommendations. Councilor Romero seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	Joey Herrera	Yes
Vince Howell	Yes	Tonita Gurule-Giroń	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

MAYOR'S PROCLAMATIONS

Mayor Ortiz Jr. presented a proclamation to the Robertson High School Football Team for their outstanding achievements in the 2013 State Football Championship Finals.

PRESENTATIONS

City Manager Tim Dodge advised the presentation would be from Mr. Ed Toms of URS on the Bradner Reservoir Enlargement Project.

Ed Toms of URS presented to the governing the purpose of the Bradner Reservoir Enlargement Project is to assist in meeting the City of Las Vegas' water demand. The current water storage capacity is inadequate, especially during times of water scarcity. Enlarging Bradner Reservoir will allow the City to significantly increase its critical water supply while improving the dam structure, thereby increasing the safety of its citizens.

Mr. Toms advised the City's surface water demand will increase from 2,350 acre-feet/year to 3,350 acre-feet/year. The existing raw water surface storage system is not optimized to use available river flows which are highly variable. The City can only store about 17% of its total annual municipal demand, which is insufficient to consistently satisfy municipal water demands during periods of limited water availability, drought, and/or wildfire ash effects.

Mr. Toms advised the governing body that enlarging the Bradner Reservoir will enable the City to store 2,100 acre-feet of water, adding 10 months of critically needed storage under current demand conditions. The current dam structure

does not meet New Mexico Office of the State of Engineer dam safety criteria and may potentially cause future complications or damages if not modernized.

Mr. Toms advised the City would be able to both save reservoir water leakage at Peterson Dam and divert more water from the Gallinas River without requiring additional water rights. The City will be able to divert and store more water flows during spring runoff and large summer rain runoff events. Storing water during spring runoff will allow downstream users to potentially use additional water available during the summer. Peterson Dam is in need of repair, related to leakage and OSE requirements. Mr. Toms advised enlarging Brander Reservoir would allow these repairs to be completed. Mr. Toms gave a brief overview of the funding sources for the stages of the project.

Questions and discussion took place regarding funding. City Manager Dodge advised the City is actively working with the governor's office to receive optimum capital outlay funding.

Questions and discussion took place regarding senior water rights and storage water right.

Mayor Ortiz Jr. stressed the need to obtain all the funding before August for the project to be completed.

Questions were asked about the cost to amend the Preliminary Engineering Report.

City Manager Dodge advised that at the regular city council meeting a resolution would be presented to accept the amended preliminary engineering report.

PUBLIC INPUT

Bob Wessely stated to the governing body that though the community has received a good amount of rain and some snow, the City should not lose momentum in searching for all ways to store any and all additional water.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Dodge advised he would turn his report over to Event Planner/Film Liaison Lindsey Valdez to discuss new design guidelines.

Event Planner/Film Liaison Lindsey Valdez advised the City received a Certified Local Government Grant and working with the Design Review Board hired a contractor to develop the new design guidelines. Ms. Valdez gave the governing body an overview of the process of how the guidelines were created and authority of the Design Review Board to make changes especially in areas of the CH overlay and the historic districts.

Utilities Director Ken Garcia gave an overview of the ordinance and the formula that determines the gas rates.

City Manager Dodge requested that further discussion on the documents presented by Utilities Director Garcia be discussed at the next meeting.

DISCUSSION ITEMS

1. Award RFB 2014-11 for materials for the East Loop Project Section A to low bidder.

Utilities Director Garcia advised the City of Las Vegas will be installing 10,700 feet of pipeline and all needed appurtenances, along NM250 in order to facilitate improving water distribution and fire protection throughout the east side of the City. Bid amounts are to include NMGRT. Utilities Director advised the lowest bidder came in at $198,285.00.

Discussion took place and review of the map to show the proposed area for the installation of the pipeline.

2. Award Bid 2014-08 North Grand Effluent Project to low bidder, C.J Mead Construction Company Inc. in the amount of $855,012.25.

Utilities Director Garcia advised the City received NMFA funding WTB-286 in the amount of $722,000.00 with the city budgeted match of $18,000.00 for the construction of the North Grand Avenue Effluent Project to supply re-use water North of Mills Avenue and to Camp Luna storage ponds. Utilities Director Garcia advised that bids were opened and the recommendation is to award the bid the lowest bidder, C.J Mead Construction Company Inc. in the amount of $855,012.25.

Questions were asked about how many feet of pipeline would be installed.

Utilities Director Garcia advised the project was primarily a storage tank and booster station.

The governing body agreed to place the item as a consent agenda item.

3. The Utilities Department is in need of acquiring a utility easement through Las Vegas Land Grant property for the installation of a 12 inch potable water main. The land grant has requested a 2" water line extension to Kings Stadium on land grant property in consideration of granting the easement.

Utilities Director Garcia advised the City of Las Vegas has completed design of a water distribution improvement project for the Camp Luna area which will provide a loop water system for water quality issues as well as better water pressures for

fire protection. This project is the first phase required for the upcoming Camp Luna water storage tank rehabilitation project. Utilities Director Garcia explained the area where the loop project would take place and advised an easement would be needed for the Land Grant property. Discussion has taken place with the Land Grant and the City will provide a water service line to King Stadium on land grant property for the purpose of serving one dwelling and for fire protection. Utilities Director Garcia advised the estimated cost would be $17,000 to run the extension line. The City will warranty service line for one year and the property owner will be required to comply with the City's water ordinance including water rates.

Mayor Ortiz Jr. addressed the issue of the residents in Camp Luna are not within the city limits and hopes that while the City is making an investment to improve the water quality in the area, that the residents will pursue annexing the Camp Luna area into the city limits.

Questions and discussion took place regarding the use of the water in the King Stadium area.

The governing body agreed to place the item as a consent agenda item.

4. Award Bid #2014-10, Milk Products for the City of Las Vegas Senior Citizens Program.

Senior Citizen Center Manager Annette Ortega advised that bids were solicited on November 18, 2013 and two bids were received. After reviewing, the recommendation is to award bid to the lowest bidder, Shamrock Foods Company out of Albuquerque.

Councilor Gurule-Giroń advised one of the bidders was a local vendor and asked for the status of the amendment to the procurement code that gave local preference.

City Attorney Dave Romero advised the resolution has gone through its first draft and now taking input from the governing body the document is almost ready for review but the local preference is not in affect at this time.

Senior Center Manager Ortega advised the Senior Center has been using the services of Browns Dairy and are approaching the maximum allowed by the procurement code.

Discussion took place regarding the desire to see local vendors being awarded bids.

The governing body agreed to place the item as a consent agenda item.

5. RFP #2014-09 Recommendation by Lodger's Tax Advisory Board to reject all bids for digital reader board.

City Manager Dodge advised he has met with the Chairman of the Lodger's Tax Advisory Board and wishes to not address the item at this time until he is able to address it in a special Lodger's Tax Advisory Board meeting. City Manager Dodge also requested that the item read to approve or disapprove of the bid and not place the item as a consent agenda item.

Questions were asked about the budgeted amount for the reader board.

City Manager Dodge advised he would not like to address the budgeted amount in open session as there are negotiations of the bid.

Councilor Gurule-Giroń requested a complete scope of work with alternates to be provided for review.

Discussion took place on the bid.

Councilor Gurule-Giroń asked the status of the Christmas tree.

Mayor Ortiz Jr. advised they were looking for donations.

City Manager Dodge advised the items for Executive Session related to personnel matters.

Councilor Howell made a motion to convene into Executive Session. Councilor Gurule-Giroń seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	Joey Herrera	Yes
Vince Howell	Yes	Tonita Gurule-Giroń	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

Councilor Howell made a motion to reconvene into Regular Session. Councilor Herrera seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Vince Howell	Yes	David L. Romero	Yes
Tonita Gurule-Giroń	Yes	Joey Herrera	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

Mayor Ortiz Jr. indicated the only items discussed in Executive Session were related to personnel matters and no action was taken.

Councilor Howell made a motion to adjourn. Councilor Romero seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Joey Herrera	Yes	David L. Romero	Yes
Vince Howell	Yes	Tonita Gurule-Giroń	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

ADJOURN

_____

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING ON WEDNESDAY, DECEMBER 11, 2013 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Joey Herrera
Tonita Gurule-Giroń
Vincent Howell
David L. Romero

ALSO PRESENT: Tim Dodge, City Manager
Casandra Fresquez, City Clerk
Dave Romero, City Attorney
Christian Montano, Sergeant at Arms

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 6:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Alfonso E. Ortiz, Jr. asked for a moment of silence to acknowledge our blessings and to keep other people in mind that are less fortunate and that our thoughts and prayers go out to them.

APPROVAL OF AGENDA

City Manager Tim Dodge recommended business items 1-3 for consent as per work session meeting. City manager added that business item #7 under the

recommendation be changed and changes would be represented by Interim Community Development Director Lucas Marquez. City Manager Dodge added that the recommendation is by Lodger's Tax Board with concurrence of administration and also stated that business items 6 and 7 be moved to the front of the agenda. Business item #6 Approval/Disapproval of Lodger's Tax Advisory Board's recommendation to reject all bids for RFB #2014-09 Reader Board be moved to #1 and Business item #7 Approval/Disapproval award RFB #2014-09 Reader Board to lowest bidder be moved to #2 of the agenda.

Councilor Joey Herrera made a motion to approve the agenda with recommended changes by City Manager Dodge. Councilor Vince Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	David L. Romero	Yes
Joey Herrera	Yes	Vince Howell	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Herrera made a motion to approve minutes of November 13, 2013 and November 18, 2013. Councilor Howell seconded the motion.

Mayor Ortiz Jr. asked for roll call. Roll call was taken and reflected the following:

David L. Romero	Yes	Tonita Gurule-Giroń	Yes
Joey Herrera	Yes	Vince Howell	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

MAYOR'S APPOINTMENTS

None at this time.

MAYOR'S RECOGNITION/PROCLAMATIONS

Mayor Ortiz, Jr. recognized the City of Las Vegas retirees which were: Manuel Flores- Util. Dept. Line Locator, Linda Gegik-Museum Manager, Esteban Medina-Util. Dept. Project Manager, Eddie Pacheco-Public Works Supervisor and Arthur Herrera-Fire Dept. Fire Commander. Mayor Ortiz, Jr. added that each retiree is presented a plaque to show appreciation and wished they could do more for the retirees who displayed much hard work and dedication to the City of Las Vegas.

PUBLIC INPUT

Bob Wessley spoke to governing body regarding water supply issues and losses of water due to limited storage.

Mayor Ortiz, Jr. spoke about the conference he attended in Washington, D.C., 3 weeks ago. Mayor Ortiz, Jr. added that he made a presentation on water issues for our area and met with several N.M. dignitaries discussing funds available for the expansion of Bradner dam. Mayor Ortiz, Jr. advised that in order to qualify fo a loan with a minimal interest rate and a grant for the expansion, the City of Las Vegas would have to receive a waiver from the USTCA. Mayor Ortiz, Jr. also added that there was positive reception by the N.M. dignitaries that were present and a letter of appreciation was sent by Utilities Director Ken Garcia thanking them. Mayor Ortiz, Jr. addressed that any grant or loan requested for these projects would have to be approved by the Legislature.

BUSINESS ITEMS

6. Approval/Disapproval of Lodger's Tax Advisory Board's recommendation to reject all bids for RFB #2014-09 Reader Board.

City Manager advised that Interim Community Development Director Lucas Marquez would be presenting the next two items.

Interim Community Development Director, Marquez requested that council disapprove the rejection of all bids for RFB #2014-09 Reader Board, because he felt that they had received solid bids for the project. Marquez also added that Monday, December 9, 2013, the Lodger's Tax Board met with City Manager Dodge for a special meeting to discuss that the board was able to use an unbudgeted amount to cover the total bid. Mr. Marquez added that previously

there was a misunderstanding by the LTB that only a budgeted amount could be used therefore a motion was made to reject all bids, after clarification the Lodger's Tax Advisory Board discovered they could use an unbudgeted amount. Interim Community Development Director, Marquez advised there was a quorum held at the special meeting resulting in the recommendation by the Lodger's Tax Board to award this project to the lowest bidder.

City Manager Dodge recommended that council disapprove Lodger's Tax Advisory Board's recommendation to reject all bids for RFB #2014-09 Reader Board.

Councilor Gurule-Giroń advised that she had concerns about specifications on the bidding.

City Manager Dodge advised and clarified there is no amendment to the bid and no changes were made to the bid.

Councilor Howell added he would like to hear from the Lodger's Tax Advisory Board chairman in regards to the clarification of this recommendation. The LTB chairman, Bill Taylor advised that the decision for this recommendation was unanimous and they felt comfortable with the decision to award the project to the lowest bidder.

Councilor Herrera made a motion to disapprove Lodger's Tax Advisory Board's recommendation to reject all bids for RFB #2014-09 Reader Board. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Vince Howell	Yes	David L. Romero	Yes
Tonita Gurule- Giroń	Yes	Joey Herrera	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

7. Approval/Disapproval award RFB #2014-09 Reader Board to lowest bidder.

City Manager Tim Dodge advised that the Lodger's Tax Board recommendation along with the City's Administration's concurrence that the bid be awarded to lowest bidder, which would be Carlos Crespin.

Councilor Tonita Gurule-Giroń stated that the manner in which she would vote had nothing to do with the actual bidders but with the process.

Councilor Howell requested a short description of a detailed amount of the project.

Interim Community Development Director, Lucas Marquez advised that the total base bid amount would be $105,000.

City Manager Dodge recommended that Finance Director Pam Marrujo add the Finance aspect of the bid.

Finance Director Marrujo presented a detailed report of the project.

Councilor Howell moved to approve to award #2014-09 Reader Board to lowest bidder. Lowest bidder was Mr. Carlos Crespin. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call was taken and reflected the following:

Vincent Howell	Yes	Tonita Gurule-Giroń	No
Joey Herrera	Yes	David L. Romero	Yes

City Clerk Casandra Fresquez re-read the motion and advised that the motion carried.

CITY MANAGER'S INFORMATIONAL REPORT

Utilities Director Ken Garcia made a detailed presentation on Gas Rates for the City of Las Vegas. Mr. Garcia also added information on water conservation and the water assistance program available to the qualifying citizens of the City of Las Vegas.

City Manager Tim Dodge called Robert Pacheco Housing Authority Director and Carlos Ortiz Public Works Director to the floor and recognized and thanked them

and their staff for their hard work during the time of the recent winter storm as he was out of town.

Public Works Director Carlos Ortiz advised that safety was priority in keeping the streets safe during the winter storm and therefore was unable to get lights and Christmas tree up in a timely manner. Public Works Director Ortiz added that there would be a Christmas tree put up in the near future.

FINANCE REPORT

Finance Director Pamela Marrujo presented the finance report ending November 30, 2013 collecting thirty eight percent of budgeted revenues and expenditures were thirty six percent. Enterprise revenues were at thirty six percent of overall with expenditures at thirty two percent. Recreation Department revenues were three percent down at thirty nine percent but will see an increase from the YABL program seeing a record number of players this year and expenditures were forty three percent being one percent over.

Councilor Gurule-Giroń inquired about budget projections compared to last year.

Councilor Vince Howell recognized and thanked Mayor Ortiz, Jr. and Utilities Director Garcia in developing the document stating water rate increase funds.

CONSENT ITEMS

1.Approval to award Bid #2014-08, North Grand Effluent Project to low bidder, C.J. Mead Construction Inc. in the amount of$855,012.25 including GRT.

2. Approval to enter into agreement for a general utility easement with the Las Vegas Land Grant.

3. Approval to award Bid #2014-10, Milk Products for City of Las Vegas Senior Center Program.

Councilor Gurule-Giroń made a motion to approve the consent agenda. Councilor Romero seconded.

Mayor Ortiz, Jr. asked for a roll call. Roll call was taken and reflected the following:

Vince Howell	Yes	Tonita Gurule-Giroń	Yes
Joey Herrera	Yes	David L. Romero	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

BUSINESS ITEMS

4. Approval/Disapproval to award Bid #2014 -11 for materials for the East Loop Project Section A to the lowest bidder.

Utilities Director, Ken Garcia advised that The City of Las Vegas will be installing 10,700 feet of pipeline, and all needed appurtenances, along NM250 in order to facilitate improving water distribution and fire protection throughout the east side of the City therefore the Utilities Department is requesting to award bid to Baker Utility Supply who were the lowest bidder.

Councilor Herrera motioned to approve the awardment of Bid #2014-11. Councilors Romero and Howell seconded the motion.

Mayor Ortiz, Jr. asked for a roll call. Roll call was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Vince Howell	Yes
David L. Romero	Yes	Joey Herrera	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

5. Approval/Disapproval of Resolution No. 13-56 adopting the recommended alternatives for Bradner Reservoir to be included in the City of Las Vegas Preliminary Engineering Report.

Utilities Director, Ken Garcia advised that The City of Las Vegas has switched the dam improvements from Peterson to Bradner and needs to incorporate the changes recommended by engineer URS into the Preliminary Engineering Report.

Councilor Gurule-Giroń questioned the cost of the alternative plans. Ken Garcia informed that the cost would be thirty thousand dollars.

Councilor Howell motioned to approve the Resolution No. 13-56. Councilor Herrera seconded the motion.

Resolution 13-56 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION NO. 13-56

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, ADOPTING THE RECOMMENDED ALTERNATIVES BY URS FOR BRADNER RESERVOIR TO BE INCLUDED IN THE CITY'S PRELIMINARY ENGINEERING REPORT.

WHEREAS, the City completed several studies on water demands and availability for present and future conditions; and

WHEREAS, these studies found that the City is in need of additional raw water storage to meet its current and future water supply needs and to mitigate susceptibility to flooding, drought, wildfire, and the resulting effect of fire ash; and

WHEREAS, enlarging Peterson Reservoir was the recommended alternative to meet the City's raw water needs but due to unsuitable geologic conditions at the site it is considered to be a cost prohibitive option at this time; and

WHEREAS, the City hired URS as the record engineer for the project and URS conducted a Preliminary Engineering Report analysis study; and

WHEREAS, URS has recommended the change to improve Bradner Dam and Reservoir instead of Peterson based on their consideration of the alternatives presented in the Preliminary Engineering Report analysis dated September 2011; and

WHEREAS, URS produced a number of different alternatives for improving Bradner Dam and Reservoir and has recommended an alternative to the City; and

WHEREAS, the recommended alternative of the Bradner Reservoir enlargement project would include the following:

- The existing main and auxiliary dams would be demolished.
- A new 120-foot high main embankment dam approximately 400 feet upstream of the existing main dam would be constructed.

- A new 40-foot high containment embankment dam approximately 2,800 feet upstream of the new main dam would also be constructed so the entire reservoir would be constructed on City property.
- The storage would be increased from about 300 acre-feet to 2,100 acre-feet.
- The new dams would be constructed using earthen fill and filler materials.

; and

WHEREAS, the engineering services include the environmental permitting and are based on the geo-technical report and other studies conducted at Bradner and Peterson Dams; and

WHEREAS, the City must complete all requirements for the project including revision to the Preliminary Engineering Report to obtain loan funding and the applicable EPA waiver; and

WHEREAS, URS conducted a presentation on the project at the December 3, 2013 Council Work Session to obtain comments from the governing body and the public;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Las Vegas that the City adopts the recommended alternative for the Bradner Dam and Reservoir improvement and enlargement and include the revision in the City's PER.

PASSED, APPROVED, AND ADOPTED this 11th day of December, 2013.

CITY OF LAS VEGAS

_____

Mayor Alfonso E. Ortiz, Jr.

(Seal)

ATTEST:

_____

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero Jr., City Attorney

Mayor Ortiz, Jr. asked for roll call. Roll call was taken and reflected the following:

David L. Romero	Yes	Joey Herrera	Yes
Vince Howell	Yes	Tonita Gurule-Giroń	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

COUNCILORS 'S REPORTS

Councilor David L. Romero questioned on why lights were not put up at Old Town Plaza Park. City Manager Dodge advised that Public Works Department Director Carlos Ortiz was aware of the problem and it would be addressed.

Councilor Howell wished the governing body and the community a Merry Christmas.

Councilor Gurule-Giroń thanked Councilor Vince Howell for his words and thanked her fellow councilman. Councilor Gurule-Giroń also recognized and thanked City Manager Dodge for his dedicated work.

EXECUTIVE SESSION

City Manager Dodge advised Mayor Alfonso Ortiz, Jr. that Councilor Tonita Gurule-Giroń had an issue on a personnel matter and would like to take it to executive session. Councilor Gurule-Giroń could not recall a personnel issue to be addressed.

ADJOURN

Councilor Howell moved to adjourn. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Tonita Gurule-Giroń	Yes
Vince Howell	Yes	Joey Herrera	Yes

City Clerk Casandra Fresquez re-read the motion and advised the motion carried.

_____

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 of 12 months)
FISCAL YEAR 2014

Total Budget to Actual Comparison

	A	B	C	D	E	F (E/C)	G (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 YTD - ACTUAL	FY 2014 YTD - ACTUAL	% YTD - BDGT	FY 2014 % REV
PROPERTY TAX	1,234,488	1,273,369	636,685	354,079	422,330	66%	33%
GROSS RECEIPT TAX 1.225	3,525,000	3,525,000	1,762,500	1,792,694	1,872,371	106%	53%
FRANCHISE TAX	800,000	800,000	400,000	280,568	352,452	88%	44%
GROSS RECEIPT TAX .75	2,350,000	2,350,000	1,175,000	1,179,055	1,232,050	105%	52%
1/8 INFRASTRUCTURE	340,000	340,000	170,000	179,947	188,152	111%	55%
GRT .25 (JAN 2011)	670,000	670,000	335,000	354,399	370,415	111%	55%
LICENSE & FEES	64,000	64,000	32,000	27,846	29,848	93%	47%
INTERGOVERNMENTAL	65,000	65,000	32,500	35,599	29,644	91%	46%
LOCAL-FINES	97,500	97,500	48,750	55,517	37,595	77%	39%
LOCAL-MISC	1,760,455	1,637,830	818,915	851,251	806,667	99%	49%
TOTAL	10,906,443	10,822,699	5,411,350	5,110,955	5,341,524	99%	49%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 of 12 months)

Total Budget to Actual Comparison

	A	B	C	D	E	F	G (E/C)	H (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 YTD - ACTUAL	FY 2014 YTD - ACTUAL	FY 2014 AVAIL. BAL.	% YTD - BDGT	% BDGT
JUDICIAL	285,228	267,773	133,887	135,467	123,770	144,003	92%	46%
EXECUTIVE	450,911	451,478	225,739	212,837	240,065	211,413	106%	53%
ADMINISTRATION	226,669	254,601	127,301	101,814	89,851	164,750	71%	35%
CITY ATTORNEY	200,434	197,375	98,688	75,845	103,135	94,240	105%	52%
PERSONNEL/HR	262,237	252,331	126,166	129,018	114,057	138,274	90%	45%
FINANCE	541,832	558,051	279,026	277,286	232,467	325,584	83%	42%
COMMUNITY DEV.	635,268	573,094	286,547	323,251	288,766	284,328	101%	50%
POLICE	3,917,416	4,004,744	2,002,372	1,927,401	1,650,277	2,354,467	82%	41%
CODE ENFORCEMENT	181,220	183,166	91,583	60,804	63,713	119,453	70%	35%
ANIMAL SHELTER	153,385	137,341	68,671	51,592	85,889	51,452	125%	63%
FIRE	1,263,560	1,281,945	640,973	544,122	608,450	673,495	95%	47%
PUBLIC WORKS	757,576	660,580	330,290	342,688	313,599	346,981	95%	47%
PARKS	201,752	207,910	103,955	68,982	112,440	95,470	108%	54%
LIBRARY	203,766	202,403	101,202	105,188	96,734	105,669	96%	48%
MUSEUM	122,922	123,524	61,762	58,258	57,016	66,508	92%	46%
GENERAL SERVICES	1,918,182	1,550,760	775,380	689,663	503,728	1,047,032	65%	32%
SALARY CONTINGENCY	418,000	88,000	44,000	0	0	88,000	0%	0%
TOTAL	11,740,358	10,995,076	5,497,538	5,104,216	4,683,957	6,311,119	85%	43%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU DECEMBER 31, 2013- 50% YEAR LAPSED (6 of 12 months)
FISCAL YEAR 2014

Total Budget to Actual Comparison

	A	B	C	D	E	F (E/C)	G (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	% YTD - BDGT	% BUDGET
WASTE WATER (610)	2,335,000	3,125,000	1,562,500	1,095,284	1,312,891	84%	42%
NATURAL GAS (620)	6,043,000	5,121,000	2,560,500	1,672,974	2,118,014	83%	41%
SOLID WASTE (630)	3,419,250	3,270,050	1,635,025	1,602,161	1,522,133	93%	47%
WATER (640)	3,353,600	4,027,131	2,013,566	1,753,899	2,393,632	119%	59%
Total of Enterprise Funds	15,150,850	15,543,181	7,771,591	6,124,318	7,346,670	95%	47%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU DECEMBER 31, 2013- 50% YEAR LAPSED (6 of 12 months)
FISCAL YEAR 2014

Budget to

	A	B	C	D	E	F	G (E/C)	H (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	FY 2014 AVAIL. BAL.	% YTD - BDGT	% BUDGET
WASTE WATER(610)	3,309,206	3,419,260	1,709,630	1,481,888	1,496,338	1,922,922	88%	44%
NATURAL GAS (620)	5,876,448	5,991,570	2,995,785	1,757,613	2,242,276	3,749,294	75%	37%
SOLID WASTE (630)	3,401,769	3,297,280	1,648,640	1,408,021	1,283,375	2,013,905	78%	39%
WATER (640)	3,755,816	3,929,748	1,964,874	1,623,479	1,699,178	2,230,570	86%	43%
Total of Enterprise Funds	16,343,239	16,637,858	8,318,929	6,271,001	6,721,167	9,916,691	81%	40%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 OF 12 MONTHS)
FISCAL YEAR 2014

	A	B	C	D	E	F (E/C)	G (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	% YTD - BDGT	% REV
WELLNESS CENTER	123,000	115,000	57,500	50,150	48,308	84%	42%
OPEN SWIM	23,920	20,000	10,000	8,290	8,475	85%	42%
YAFL	12,000	10,000	5,000	7,253	6,849	137%	68%
YABL	18,500	16,000	8,000	7,953	11,090	139%	69%
SUMMER FUN PROGRAM	30,000	30,000	15,000	2,144	762	5%	3%
RECREATION-OTHER	43,590	37,300	18,650	9,822	14,159	76%	38%
GEN FUND TRANSFER	472,000	450,000	225,000	236,000	225,000	100%	50%
TOTAL	723,010	678,300	339,150	321,612	314,643	93%	46%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 OF 12 MONTHS)

	A	B	C	D	E	F	G (E/C)	H (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	FY 2014 AVAIL. BAL.	% YTD - BDGT	% BDGT
EMPLOYEE EXP.	659,847	631,259	315,630	289,200	314,144	317,115	100%	50%
YAFL	4,000	4,000	2,000	3,791	1,867	2,133	93%	47%
YABL	4,000	4,000	2,000	144	500	3,500	25%	13%
OTHER OPERATING EXP.	94,199	80,152	40,076	44,859	44,158	35,994	110%	55%
CAPITAL OUTLAY	5,901	8,500	4,250	1,716	2,939	5,561	69%	35%
TOTAL	767,947	727,911	363,956	339,710	363,608	364,303	100%	50%

SPECIAL FUND REVENUE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 of 12 months)
FISCAL YEAR 2014

Total Budget to Actual Comparison

	A	B	C	D	E	F (E/C)	G (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 YTD - ACTUAL	FY 2014 YTD - ACTUAL	% YTD - BDGT	FY 2014 % REV
CORRECTIONS (201)	50,000	50,000	25,000	17,091	24,458	98%	49%
LODGERS TAX (202)	260,000	250,000	125,000	120,266	145,309	116%	58%
STATE FIRE (203)	181,139	145,946	72,973	181,139	210,443	288%	144%
EMERGENCY MEDICAL (206)	13,000	10,039	5,020	13,000	29,213	582%	291%
LAW ENFORCMENT LEPF (215)	39,800	41,000	20,500	39,862	41,000	200%	100%
STREET IMPROVEMENT (216)	955,000	955,000	477,500	504,081	334,878	70%	35%
SENIOR CENTER (282)	534,384	687,430	343,715	17,688	355,923	104%	52%
ENHANCED 911 (294)	1,732,348	1,417,748	708,874	2,722	1,160	0%	0%
TOTAL	3,765,671	3,557,163	1,778,582	895,849	1,142,384	64%	32%

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

SPECIAL FUND EXPENDITURE COMPARISON
THRU DECEMBER 31, 2013 - 50% OF YEAR LAPSED (6 of 12 months)

Total Budget to Actual Comparison

	A	B	C	D	E	F	G (E/C)	H (E/B)
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 YTD - ACTUAL	FY 2014 YTD - ACTUAL	FY 2014 AVAIL. BAL.	% YTD - BDGT	% BDGT
CORRECTIONS (201)	50,000	50,000	25,000	8,125	18,480	31,520	74%	37%
LODGERS TAX (202)	310,000	282,000	141,000	62,775	157,694	124,306	112%	56%
STATE FIRE (203)	347,507	111,649	55,825	258,003	81,794	29,855	147%	73%
EMERGENCY MEDICAL (206)	13,083	10,267	5,134	3,207	5,806	4,461	113%	57%
LAW ENFORCMENT LEPF (215)	254,871	20,090	10,045	237,557	6,314	13,776	63%	31%
STREET IMPROVEMENT (216)	1,273,746	1,059,063	529,532	475,755	926,921	132,142	175%	88%
SENIOR CENTER (282)	570,224	1,417,748	708,874	109,385	384,067	1,033,681	54%	27%
ENHANCED 911 (294)	1,430,076	687,430	343,715	8,766	3,202	684,228	1%	0%
TOTAL	4,249,507	3,638,247	1,819,124	1,163,573	1,584,278	2,053,969	87%	44%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/13 **DEPT: Finance** **MEETING DATE: 11/15/14**

ITEM/TOPIC: RESOLUTION 13-57 BUDGET ADJUSTMENT RESOLUTION

ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL OF BUDGET ADJUSTMENT RESOLUTION #13-57.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 13-57

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2014, and;

WHEREAS, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in or out in funds 101, 103, 203;

Increase revenues and expenditures in General Fund (101)- Increase revenues and expenditures in the amount of $3,000 to be funded by US Department of Justice for the purpose of funding overtime in the police department;

Increase expenditures in Library Special Fund (103)- Increase expenditures in the amount of $15,000 to be funded by unbudgeted cash balance for the purpose of purchasing books and equipment for the Carnegie Library;

Increase revenues and expenditures in State Fire Fund (203)- Increase revenues and expenditures in the amount of $33,920 to be funded by a grant from the State Fire Marshal Division for the purpose of purchasing self contained breathing apparatus (SCBA's);

WHEREAS, the City of Las Vegas is in need of making adjustments in the 2014 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2014;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF JANUARY, 2014.

_____
Alfonso E. Ortiz, Jr. Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero, City Attorney

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2013-2014
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
13-57						
101	(101) GENERAL FUND	REVENUE	10,822,699	(3,000)	10,819,699	ADDITIONAL GRANT MONEY
101	(101) GENERAL FUND	EXPENDITURE	11,150,161	3,000	11,153,161	FOR OVERTIME
299	(103) LIBRARY SPECIAL	EXPENDITURE	6,328	15,000	21,328	UNBUDGETED CASH BALANCE
299	(103) LIBRARY SPECIAL	CASH BALANCE	22,922	(15,000)	7,922	FOR BOOKS AND EQUIPMENT FOR LIBRARY
209	(203) STATE FIRE FUND	REVENUES	(145,946)	(32,920)	(178,866)	GRANT MONEY FROM STATE FIRE MARSHALL
209	(203) STATE FIRE FUND	EXPENDITURE	137,967	32,920	170,887	TO PURCHAS SCBA'S

ATTEST:

City Clerk **(Date)**

Mayor **(Date)**

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 1/2/13 **DEPT: Community Dev.** **MEETING DATE: 1/15/13**

ITEM/TOPIC: Resolution in support of Las Vegas as an Arts & Culture District Designation

ACTION REQUESTED OF COUNCIL:
Approval/Disapproval of Resolution in support of Las Vegas as an Arts & Culture District Designation

BACKGROUND/RATIONALE: (Provided with Work Session Packet)
Las Vegas was selected by, and has contracted with, the State of New Mexico to be one of its Arts & Culture Districts. The City of Las Vegas and Arts & Culture organizations want to be cooperative partners with the State of New Mexico in the ACD initiative, as the State intends to further support its Arts & Culture Districts through capital outlay funding for ACD capital projects.

STAFF RECOMMENDATION:
Approval

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY OF LAS VEGAS
RESOLUTION NO: 14-02

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, IN SUPPORT OF LAS VEGAS AS AN ARTS & CULTURE DISTRICT DESIGNATION

WHEREAS, the State of New Mexico believes that communities can improve their economy through their creative and cultural efforts, and

WHEREAS, the State of New Mexico selected specific communities to be Arts & Culture Districts in order to implement this belief, and

WHEREAS, Las Vegas was selected by, and has contracted with, the State of New Mexico to be one of its Arts & Culture Districts, and

WHEREAS, the State of New Mexico supports these districts through the NM Economic Development Department, NM MainStreet, NM Tourism Department, NM Cultural Affairs Department, and NM Arts, and

WHEREAS, the State of New Mexico intends to further support its Arts & Culture Districts through capital outlay funding for ACD capital projects, and

WHEREAS, the City of Las Vegas and Arts & Cultural organizations want to be cooperative partners with the State of New Mexico in the ACD initiative, and

WHEREAS, Las Vegas must meet certain requirements to remain a designated ACD, to include: updating a Cultural Plan every five years, producing an annual signature ACD event; implementing a part-time paid ACD Coordinator, and marketing the Arts & Cultural aspects of Las Vegas.

NOW THEREFORE be it resolved that the City of Las Vegas does hereby support Las Vegas as an Arts & Culture District Designation and authorizes the City Manager and staff to implement MOUs and activities as needed.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013.

_____
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
Dave Romero, City Attorney

CITY OF LAS VEGAS AGENDA REQUEST

DATE: 1/10/2014 **DEPT: City Clerk** **MEETING DATE: 1/14/2014**

ITEM/TOPIC: Open Meetings Resolution #14-01

ACTION/REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #14-01 Establishing Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act.

BACKGROUND/RATIONALE: Approval of Resolution is required annually establishing reasonable notice of City Council Meetings and other committee meetings.

STAFF RECOMMENDATION: Approval of Resolution #14-01

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 5-1-2010

CITY OF LAS VEGAS
RESOLUTION NO. 14-01

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

Whereas, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

Whereas, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

Whereas, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT;

1. **Regular Business Meeting.** Pursuant to Section 14-7 (A) of the Municipal Code, all Regular Business Meetings of the Las Vegas City Council shall be held on the third Wednesday of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. **Work Sessions.** Work Sessions shall be held for the purpose of examining issues, but no official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the work session from the City Clerk whose

office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said work session shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephones, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a work session is postponed, notice of the new time and date of said work session may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours prior to the specific time of the meeting or at the earliest date and time possible. If the date and time of the work session is permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

3. **Other Meetings Not Regularly Scheduled.** Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

4. **Emergency Meetings.** Emergency meetings shall be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

6. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt for the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in a closed meeting.

(b) If the decision to hold closed meeting is made when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

7. The regular scheduled meetings of the City of Las Vegas' Advisory Boards, Committees and Commissions are as follows:

- Planning & Zoning Commission/Board of Adjustments – Last Monday of the month at 4:00 p.m. – City Council Chambers;
- Design Review Board – 3rd Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly) 2nd Tuesday of the month at 2:00 p.m. – City Council Chambers;
- Extra-Territorial Authority – Last Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – 3rd Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Las Vegas Youth Commission – 3rd Tuesday of the month at 12:00. – City Council Chambers
- Library Board – 2nd Tuesday of the month at 4:00 p.m. – Carnegie Library;
- Finance Committee – Tuesday prior to the 3rd Wednesday of the month at 3:30 p.m. – City Council Chambers
- Utilities Committee – 2nd Tuesday of the month at 1:30 p.m. – Utilities Department;

- Public Housing Authority Board of Commissioners – 3rd Wednesday of each month at 5:30 p.m. – City Council Chambers;

- Housing Committee – Last Wednesday of the month at 11:00 a.m. – Housing Department;

- Downtown Revitalization Committee – At the call of the Chairperson or to be announced;

- Film Commission – 1st Wednesday of the month at 4:00 p.m. – City Council Chambers;

- Museum Board – 2nd Thursday of the month at 5:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;

- Recreation Committee – 3rd Thursday of the month at 3:00 p.m. – Recreation Center;

- Senior Advisory Committee – 2nd Tuesday of the month at 3:00 p.m. – Public Works Department;

- Tree Board – Last Tuesday of the month at 3:00 p.m. – Tierra Y Montes Conference Room;

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

Done this _____ day of _____, 2014.

_____

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

_____

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/13 **DEPT:** Utilities **MEETING DATE:** 01/15/14

ITEM/TOPIC: Award RFB 2014-14 for Hydraulic Excavator and Attachments

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award Bid 2014-14.

BACKGROUND/RATIONALE: The City of Las Vegas has budgeted money within the FY2014 budget for the purchase of a hydraulic excavator.

The excavator will be used for several upcoming construction projects, including:

- East Loop Section A
- Golf Course to Hanna Park Effluent Reuse
- Underground Storage and Recovery (Wellfield Construction)
- Raw Water Conveyance (Raw Water Construction)

The use of this equipment will allow City personnel to install and maintain water, effluent reuse, and wastewater lines in a much safer manner than with the use of current equipment alone. The equipment will also be used to support operations for the entire utility department. Purchasing this equipment will be less expensive than the overall cost to lease and maintain under the required conditions.

STAFF RECOMMENDATION: Approval to award bid

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)
Approved to form 5-1-2010

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., January 08, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

HYDRAULIC EXCAVATOR AND ATTACHMENTS

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand Ave., Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Ave., Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: HYDRAULIC EXCAVATOR AND ATTACHMENTS, Opening No. 2014-14; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

CITY MANAGER

CITY CLERK

Pamela Marujoky Dana Vega
FINANCE DIRECTOR

PURCHASING OFFICER

Opening No. 2014-14

Date Issued: 12-10-13

Date Issued: Published: Las Vegas Optic, City website: www.lasvegasnm.gov and Albuquerque Publishing on December 13, 2013

Adopted June 27, 2012

STANDARD BID CLAUSES

AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before January 08, 2014 ,at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for Jan/Feb. , 2014. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): HYDRAULIC EXCAVATOR WITH ATTACHMENTS

A. 1 – HYDRAULIC EXCAVATOR - TRACKED $ _____

Minimum specifications:

- Engine – 140hp, diesel, turbocharged
- Fuel Capacity – 80 gallons
- Shipping Length – 31 ft
- Shipping Height – 9 ft
- Cutting Height – 30 ft
- Loading Height – 22 ft
- Reach Along Ground – 30 ft
- Vertical Wall Digging Depth – 19 ft
- Digging Depth – 22 ft
- Drawbar Pull – 40,000 lbs
- Swing Speed – 11 rpm
- Swing Torque – 40,000 lb ft
- Ground Clearance – 1.5 ft
- Track Gauge – 7 ft
- High Altitude Package
- Travel Alarm
- Cockpit/Joystick Controls
- Cold Weather Starting Package
- Vandalism Package
- External Cab Mirrors
- Sun shade
- Air Conditioner
- Radio (AM/FM)
- 3 Year/3,000 Hour Bumper-to-bumper warranty
- Owner's Manual (2 Copies)
- 8 Hours of Operation/Maintenance Training

B. HYDRAULIC PACKAGE FOR WORK TOOLS $ _____

C. 1 – 36" BUCKET (1 CYD) $ _____

D. 1 – HYDRAULIC ROCK HAMMER $ _____

E. 1 – VIBRATORY PLATE COMPACTOR $ _____

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): ___HYDRAULIC EXCAVATOR AND ATTACHMENTS_____

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____}
}
COUNTY OF _____}

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

_____
Signature

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

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ _____
Signature Date

_____
Title (Position)

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS):_____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

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

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/13 **DEPT:** Utilities Dept. **MEETING DATE:** 01/15/14

ITEM/TOPIC: Award Bid 2014-13 – Natural Gas Inventory Supplies to Apex Instruments and Secor.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award Bid 2014-13 Natural Gas Inventory Supplies to Apex and Secor.

BACKGROUND/RATIONALE: The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed.

Advertised:	12/2/13; Las Vegas Optic, Albuquerque Journal and City Website.
Bid Opening:	December 19, 2013
Number of Bidders:	2; Apex Instruments Inc. and Secor

The Gas Division would like to award to both companies as Apex provided a lower price on some items but Secor provided a price on items that Apex did not (see attached sheet).

STAFF RECOMMENDATION: Approval to award Bid 2014-13 to Apex and Secor.

COMMITTEE RECOMMENDATION: This item will be discussed at the January 14, 2013 Utility Advisory Committee meeting. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Francia by S. Muz

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY FO LAS VEGAS
BID FORM

OPENING NO: _____

BID ITEM (S): NATURAL GAS INVENTORY SUPPIES

ITEM	DESCRIPTION	Apex	Secor
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	No Bid	$6493.33 ea.
2.	Ultra Sonic Gas Meter's Sonix 2000- With Fittings	$2082.00	$2643.33 ea.
3.	Ultra Sonic Gas Meter's Sonix 880- With Fittings	$932.00	$1232.67 ea.
4.	Ultra Sonic Gas Meter's Sonix 600- With Fittings	$813.00	$1082.00 ea.
5.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	$5675.00	$11276.67 ea.
6.	Model-046-2Field High Pressure Service Regulator 1" x 1"	$186.00	$322.67 ea.
7.	275 TC Meter w/1" connections, galvanized. One side insulated. Or equal	$132.00	$211.33 ea.
8.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/⅜ orifice. Or equal	$325.00	$363.33 ea.
9.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	$455.00	$452.67 ea.
10.	1" x1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	$63.00	$110.03 ea.
11.	¾" x ¾" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	$49.00	$94.68 ea.
12.	1" x 1" 143-80-2 HP regulator IRV 2 -6 PSI, 3/8" orifice. Or equal	$91.00	$140.93 ea.
13.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	$49.00	$94.20 ea.
14.	2 x 2-243-RPC-B Regulator. ½" orifice – 10 PSIG-35 PSI. Or equal	$718.00	$1048.00 ea.
15.	45LT x 1 ¼" galvanized gas meter connection Per Set	$19.00	$40.00 set

16.	45LT x 1 ½" galvanized insulated gas meter connection. Per Set Insulated	$19.00	$41.33 set
17.	20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated	$19.00	$31.33 set
18.	¾" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal	No Bid	$1.51 ft.
19.	1" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal	No Bid	$1.66 ft.
20.	1 ¼" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal	No Bid	$1.90 ft.
21.	2" Polyethylene Gas Pipe Performance Pipe PE 3408 – A.S.T.M-D-2513or equal	No Bid	$2.50 ft.
22.	4" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal	No Bid	$9.59 ft.
23.	4" IPS Transition fitting steel weld end x PE 3408 butt connection– A.S.T.M-D-2513	No Bid	$111.80 ea.
24.	2" IPS Transition fitting steel weld end x PE 3408 Butt connection– A.S.T.M-D-2513	No Bid	$54.75 ea.
25.	1" IPS Transition fitting steel weld end x PE 3408 Butt connection– A.S.T.M-D-2513	No Bid	$45.07 ea.
26.	PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries	No Bid	$226.03 ea.
27.	4" PE 3408 butt fusion connection cap– A.S.T.M-D-2513	No Bid	$22.01 ea.
28.	2" PE 3408 butt fusion connection cap– A.S.T.M-D-2513	No Bid	$12.67 ea.
29.	1" PE 3408 butt fusion connection cap– A.S.T.M-D-2513	No Bid	$13.80 ea.
30.	4"x 2 PE 3408 butt fusion connection – A.S.T.M-D-2513 Reducer	No Bid	$20.79 ea.
31.	2" x 1" PE 3408 butt fusion connection – A.S.T.M-D-2513 Reducer	No Bid	$15.47 ea.
32.	1 1/4" x 1" PE 3408 butt fusion connection Reducer – A.S.T.M-D-2513 –SDR-11	No Bid	$16.16 ea.

33.	1" x 3/4" PE 3408 butt fusion connection Reducer– A.S.T.M-D-2513 –SDR-11	No Bid	$16.93 ea.
34.	1 1/4" x 2" PE 3408 butt fusion connection Reducer– A.S.T.M-D-2513 –SDR-11	No Bid	$15.57 ea.
35.	1" PE 3408 butt fusion connection cap – A.S.T.M-D-2513 –SDR-11	No Bid	$13.80 ea.
36.	1 1/4" PE 3408 butt fusion connection cap– A.S.T.M-D-2513 –SDR-11	No Bid	$12.53 ea.
37.	2" PE 3408 butt fusion connection – A.S.T.M-D-2513 –SDR-11	No Bid	$17.19 ea.
38.	4" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513 –SDR-11	No Bid	$35.83 ea.
39.	1" PE 3408 butt fusion connection 90 degree elbow – A.S.T.M-D-2513 –SDR-11	No Bid	$14.21 ea.
40.	1 1/4" PE 3408 butt fusion connection 90 degree elbow – A.S.T.M-D-2513 –SDR-11	No Bid	$14.77 ea.
41.	2" PE 3408 butt fusion connection 90 degree elbow – A.S.T.M-D-2513 –SDR-11	No Bid	$15.59 ea.
42.	4 PE 3408 butt fussion connection 90 degree elbow – A.S.T.M-D-2513 –SDR-11	No Bid	$31.57 ea.
43.	2" x 1" PE tapping tee assembly – A.S.T.M-D-2513 –SDR-11	No Bid	$30.00 ea.
44.	2" x 2" PE tapping assembly – A.S.T.M-D-2513 –SDR-11	No Bid	$116.67 ea.
45.	4" x 1" PE tapping tee assembly – A.S.T.M-D-2513 –SDR-11	No Bid	$30.00 ea.
46.	4" x 2" PE tapping assembly – A.S.T.M-D-251 –SDR-11 NOTE: Tapping tee assemblies to be adaptable to performance pipe PE 3408 fusion connections or equal	No Bid	$116.67 ea.
47.	Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E. 3408 R.W. Lyall or equal-ASTM-D-2513	No Bid	$58.29 ea.
48.	Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408 R.W. Lyall or equal ASTM-D2513	No Bid	$108.67 ea.

49.	2" PE 3408 Valve ASTM D2513	No Bid	$108.53 ea.
50.	4" PE 3408 Valve ASTM D2513	No Bid	$293.48 ea.
51.	2" x 2"-175 Mueller Lubeseal	No Bid	$183.72 ea.
52.	2" x 1" gas service saddle PVC w/compression outlet. Continental #5361-1014 or equal	No Bid	No Bid
53.	1 ¼" pipe joint clamp MB Skinner #089862 or equal	No Bid	$189.33
54.	1 1/2" pipe joint clamp MB Skinner #089861 or equal	No Bid	$195.00
55.	2" pipe joint clamp MB Skinner #089860 or equal	No Bid	$206.33
56.	4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	No Bid	$190.39 ea.
57.	2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	No Bid	$92.76 ea.
58.	2" plug valve, lubricated w/flange connection. CI for gas	No Bid	$210.09 ea.
59.	2" plug valve, lubricated w/threaded ends. CI for gas	No Bid	$162.72 ea.
60.	4" plug valve, lubricated w/threaded ends. CI for gas	No Bid	$361.08 ea.
61.	Meter barrel lock. Mueller #504979 or equal	No Bid	$20.00 ea.
62.	3" line stoppers fittings 250. P.S.I. Mueller	No Bid	$159.96 ea.
63.	¾" Mueller steel auto perf tee or equal	No Bid	$35.81 ea.
64.	1" Mueller steel autoperf tee or equal	No Bid	$43.84 ea.
65.	3/4" IPS x 1" IPS transition Punch Tee	No Bid	$43.84 ea.
66.	Thermoweld cartridge #15 CP Box of 20	No Bid	$52.00 Box of 20
67.	2" PVC to PVC compression for gas	No Bid	No Bid
68.	1" PVC T0 PVC compression coupling for gas	No Bid	No Bid
69.	Lock wing iron body meter stop Inlet: 1" inside I.P. thread Outlet: 1" insulated union coupling w/inside I.P. thread. Finish: black or brass. 175 P.S.I.	No Bid	$92.84 ea.

70.	Lock wing iron body meter stop Inlet: 1" inside I.P. thread Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I.	No Bid	$64.82 ea.
71.	Tinker & Razor Half Cell reference electrodes Model-6-B-cucu 504 Half cell 1/ ¼" x 6"	No Bid	$91.67 ea.
72.	CuCu-504 crystals 1lb. 3ox bottle P#04-9011	No Bid	$42.00 ea.
73.	Ceramic Tip Assembly- Pointed P#118-027	No Bid	$35.00 ea.
74.	2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base & Model EFVEB-BB7YY00 Excess Flow Valve	No Bid	$51.31 ea.
75.	4 x 1 –PE-4710-HDPE Tapping Tee w/Rectangular Base & model EFVEB-BB7YY00 Excess Flow Valve	No Bid	$54.60 ea.
76.	Excess Flow Valve Model B – w/minimum Trip Point of 525SCFit @ 10 P.S.I. Stick Type	No Bid	$22.32 ea.
77.	2" PVC to 2" IPS Transition Fitting	No Bid	$67.00 ea.
78.	Valve Boxes Plastic for 2" to 3" FP Valve-31	No Bid	$111.36 ea.
79.	Valve Supports for 2" Valve	No Bid	$20.05 ea.
80.	Valve Supports for 4" Valve	No Bid	$18.59 ea.
81.	Trenton wax tape 6"x9' (16 rolls per case)	No Bid	No Bid
82.	Trenton wax tape primer brown (4 gal per case)	No Bid	No Bid
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	No Bid	$24.40 RL
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case)	No Bid	$0.23 ft.
86.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	No Bid	$23.93 RL
87.	Magnesium – Anode – HC – Potential- 32 lbs	No Bid	$270.53 ea.
88.	Magnesium – Anodes – 5 lbs H.C	No Bid	$87.27 ea.
89.	Magnesium – Anodes – 9 lbs H.C	No Bid	$130.87 ea.

90.	Magnesium – Anodes – 17 lbs H.C	No Bid	$195.00 ea.
91.	Magnesium – Anodes – 50 lbs H.C	No Bid	$455.87 ea.

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 12, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" connections.
6. All City of Las Vegas P.O.'s will be issued to vendor submitting bid pkg.

Shawni Muniz

From: Irene Archuleta [irenea@ci.las-vegas.nm.us]
Sent: Monday, December 23, 2013 2:05 PM
To: 'Shawni Muniz'
Subject: FW: Bid #2014-13 Natural Gas Inventory Supplies
Attachments: NEW NATURAL GAS METERS -bid 2013.docx

Shawni,

We are requesting to use both venders.

Irene

From: Irene Archuleta [mailto:irenea@ci.las-vegas.nm.us]
Sent: Monday, December 23, 2013 11:39 AM
To: 'Shawni Muniz'
Cc: Carmen Tafoya (carment@ci.las-vegas.nm.us); 'lromero@ci.las-vegas.nm.us'
Subject: Bid #2014-13 Natural Gas Inventory Supplies

Shawni,

Bids (Bid #2014-13) were open on December 19, 2013 for Natural Gas Inventory Supplies there were two bidder, Apex and Secor, attached is the brake down. Can you place this on the agenda for the next council meeting. I will send you copy of the two bids.

Thanks
Irene

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 19-Dec-13

OPENING NO.: 2014-13

TIME: 3:00 PM

DEPARTMENT: UTILITIES - GAS

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

ITEM(S): NATURAL GAS INVENTORY SUPPLIES

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	Apex Instruments				✓	✓
2	Secor				✓	✓
3						
4						
5						
6						
7						
8						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	Larry J Romero	City of Las Vegas
2	June Lafaya	CLV Purchasing
3		
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY: Tiffany Rodriguez
DATE:

COPIES TAKEN BY: Larry J Romero
DATE: 12/19/13

OPENED BY: FINANCE DEPARTMENT
June Lafaya
DATE: 12-19-13

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/27/13 **DEPT:** Utilities **MEETING DATE:** 01/15/14

ITEM/TOPIC: Task Order for Water Treatment Plant Oxidation, a 2011 PER finished water quality project with HDR Engineering Inc. for design services.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to enter into contract with HDR Engineering Inc., utilizing SRF 2911 funding.

BACKGROUND/RATIONALE: The City of Las Vegas received NMFA funding in the amount of $293,750 through 2911-DW for planning and design of WTP Oxidation improvements.

This project is listed in the 2011 PER as a Priority 1 project for the removal of disinfection by-products, and to remain within compliance with state and federal drinking water standards.

The purpose of this project is to review the City's WTP facility to assess the existing conditions, evaluate potential treatment options, conduct bench-scale treatment studies, perform on-site pilot testing, and make recommendations for improvements required to meet the needs for potable water treatment with the main emphasis on controlling disinfection by-products. The project will also include completing final design and development of bidding documents for construction.

STAFF RECOMMENDATION: Approval to enter into contract with HDR Engineering Inc., for Water Treatment Plant Oxidation Project

COMMITTEE RECOMMENDATION: This item was discussed at the August 5,2013, Utility Committee Meeting. It was recommended for approval.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)
Approved to form 5-1-2010

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Water Treatment Plant Oxidation **PROJECT NUMBER:** UT-WFD-2014-1

PROJECT DESCRIPTION: The purpose of this project is to review the City's WTP facility to assess the existing conditions, evaluate potential treatment options, conduct bench-scale treatment studies, perform on-site pilot testing, and make recommendations for improvements required to meet the needs for potable water treatment with the main emphasis on controlling disinfection by-products. The project will also include completing final design and development of bidding documents for construction.

Pre-construction Phase Cost: $436,760.00 (Including NMGRT)
Project Estimate: $3,500,000.00 (PER 2011)
PER Rank: Priority 1, No. 4 (PER 2011)

ACTION TIMELINE: Requesting Approval/Disapproval to enter into contract with engineering firm.

LINE ITEM NUMBER: 646-0000-650-8765

ACTION	DESCRIPTION	DATE
Loan/Grant	From NMFA in the amount of $293,750.00 Project #2911-DW Loan (25%): $73,438.00 Grant (75%): $220,313.00	6/21/13
Authorized Ordinance	City adopted Ordinance No. 13-07 authorizing execution of loan and subsidy agreement	05/15/13
Loan/Subsidy Agreement	City entered into loan/subsidy agreement with NMFA	06/21/13
Engineering Services Agreement	N/A	
Document Review	N/A	
RFP 101-35 Advertised	Las Vegas Optic, Albuquerque Journal and City Website	6/7/13 6/8-9/13
RFP 101-35 Opening	Opened at City Hall Number of Proposers: 7	06/25/13
Staff Recommendation	Interviews with Engineers completed	08/02/13
Committee Recommendation	Item discussed at Utility Advisory Committee-recommendation for approval.	08/05/13
Council Approval	Item taken to City Council Workshop for discussion Item taken to City Council for approval	08/14/13 08/21/13
Notice to Proceed		

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 23rd day of December 2013 by and between City of Las Vegas hereinafter referred to as the OWNER, and HDR Engineering, Inc. hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to construct a Project consisting of the addition of an advanced oxidation treatment process to their existing WTP facility to address and mitigate issues with disinfection by-products (DBP's).

The City's previously completed PER identified advanced oxidation as the recommended treatment process to mitigate DPB formation potential and recommended the use of ozone or ultraviolet (UV) disinfection in combination with the addition of hydrogen peroxide (H2O2) as potential advanced oxidation processes. The PER also recommended that these processes be further evaluated by conducting laboratory bench testing and/or on-site pilot-scale testing to select the best and most cost effective process for implementation.

The purpose of this project is to review the City's WTP facility to assess the existing conditions, evaluate potential treatment options, conduct bench-scale treatment optimization studies, perform on-site pilot testing as needed, and make recommendations for improvements required to meet the City's needs for potable water treatment with the main emphasis on controlling DBPs. The project will also include completing final design and development of bidding documents for construction of the improvements required for the WTP facility.

In the future, the City would like to expand their use of treated wastewater effluent which will require a higher level of treatment. This project will also include completion of a bench-scale study to determine if the City's existing WTP treatment processes can be used to take treated effluent from the WWTP and treat it further such that it meets current primary and secondary drinking water quality standards for inorganic chemicals (IOCs) and DBP formation.

in San Miguel County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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Attachment III - Construction Services Scope of Work, cost proposal and compensation for Engineering Services during the Construction Phase
Attachment IV - Operational Services scope of work, cost proposal and compensation for Engineering Services during the Operation Phase

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) <u>This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER.</u> The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at http://www.epa.gov/quality/index.html. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the

event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of $10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years

from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount <u>specified in ATTACHMENT</u> for injury to any one person and amount <u>specified in ATTACHMENT</u> on account of any one accident and in the amount <u>specified in ATTACHMENT</u> for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount <u>specified in ATTACHMENT</u> per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances,

and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the

ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.

4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.

5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or

further the OWNER's goals.

6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.

7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).

8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.

9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.

10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.

14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.

15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.

16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.

17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.

20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.

21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.

22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that

contract to the OWNER, the Funding Agency and others as required.

23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.

24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.

27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.

28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.

29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to

protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.

2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.

3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.

4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.

5. Appear before courts or boards on matters of litigation related to the project.

6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.

7. Prepare an operation and maintenance manual.

8. Provide construction-staking services.

9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

10. Provide services resulting from significant changes in the scope, extent or character of th portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Describe, attach or indicate "None")

The US Environmental Protection Agency Region 6 MODEL CONTRACT CLAUSE is included as a part of this contract.

Insert Federal Requirements if project will be utilizing federal funding – i.e. Clean Water State Revolving Loan Funding, Drinking Water State Revolving Loan Funding, or STAG funding.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST:_____
Type Name_____
Title_____
Date _____

OWNER: City of Las Vegas
By_____
Type Name _____
Title _____
Date _____

ATTEST: Maria D. Carroll
Type Name Maria D. Carroll
Title _____
Date 12/23/2013

ENGINEER: HDR Engineering, Inc.
By [signature]
Type Name Peter Brakenhoff, PE
Title VP/NM Operations Manager
Address 2155 Louisiana Blvd NE
Albuquerque, NM 87110
Date December 23, 2013

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

OFFICIAL SEAL
Maria D. Carroll
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 12/16/2017

REV 08/13

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 23rd day of December, 2013 by and between the City of Las Vegas, the OWNER, and HDR Engineering, Inc., the ENGINEER, the OWNER and ENGINEER agree this 23rd day of December, 2013 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☒ **ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

☒ **ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

☐ **ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

☐ **ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed $408,187, excluding gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed $_____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed $_____, excluding gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed $_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.
Contract Time under Section B. and for the purpose of Section A.8 shall be 500 calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars ($50) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER.

OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $1,000,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: the portion of the Lump Sum amount billed for the ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST:_____
Type Name_____
Title_____
Date _____

OWNER: _____
By_____
Type Name _____
Title _____
Date _____

ATTEST: Maria D. Carroll
Type Name Maria D. Carroll
Title _____
Date 12/23/2013

ENGINEER: HDR Engineering, Inc.
By _____
Type Name Peter Brakenhoff, PE
Title VP/NM Operations Manager
Address 2155 Louisiana Blvd NE
Albuquerque, NM 87110
Date December 23, 2013

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

OFFICIAL SEAL
Maria D. Carroll
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 12/16/2017

REV 08/13

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

(a) The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:

(i) In the specifications (including drawings and designs);

(ii) In the time, method or manner of performance of the work;

(iii) In the recipient-furnished facilities, equipment, materials, services or site, or

(iv) Directing acceleration in the performance of the work.

2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.

3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.

4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. the following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

(i) Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.

c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).

d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

4. SUSPENSION OF WORK

The following clause applies only to construction contracts.

a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.

b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the sub-agreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the contract.

5. TERMINATION

The following clause applies only to contracts over $10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If the contractor effects termination for default, or if the recipient effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

6. REMEDIES

This clause applies only to contracts over $25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

7. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE- The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of $100,000; (2) negotiated contract amendments or change orders in excess of $100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of $100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment there under was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.

b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

8. AUDIT; ACCESS TO RECORDS

a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

9. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

11. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, material-men and supplies in the performance of this contract.

12. RESPONSIBILITY OF THE CONTRACTOR

(a) The following clause applies only to sub-agreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.

4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.

2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

13. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

ATTACHMENT I and ATTACHMENT II

December 23, 2013

Ken Garcia
Utility Director
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

Subject: **Proposal to Provide Professional Engineering Services for the PER Water System Improvements – WTP Oxidation Project**

Dear Mr. Garcia:

HDR Engineering, Inc. (HDR) has prepared the attached proposal to provide professional engineering services to the City of Las Vegas, NM (City) for the PER Water System Improvements – WTP Oxidation Project. The scope of work described in this proposal will be included as an attachment to the Engineering Services Agreement between HDR and the City of Las Vegas. HDR has prepared this proposal based on a review of the City's 2011 Preliminary Engineer Report (PER) and a preliminary scoping meeting with City Staff.

PROJECT BACKGROUND

The City of Las Vegas, NM operates and maintains a surface water treatment plant (WTP) which has a rated capacity of approximately 5 million gallons per day (MGD). The WTP was originally constructed in the 1970's and has had several modifications since its original construction.

The City meets its water demands using two primary sources - surface water from the Gallinas River and groundwater from the Taylor Well Field. The WTP can draw raw water from any combination of multiple sources including direct diversion from the Gallinas River, Peterson Reservoir, Bradner Reservoir, and/or Storrie Lake. Approximately 85-90% of the water supplied to the City comes from the Gallinas River and is treated to drinking water standards at the WTP.

The water quality in the Gallinas River is good so treatment is only required for turbidity removal and disinfection. The treatment train at the City's WTP includes the following unit processes:

- Flocculation
- Clarification
- Dual media filtration
- Disinfection
- High service pumping to storage and/or the distribution system

The City has historically been successful in providing a safe and reliable drinking water; however, the presence of trihalomethanes (TTHMs) and high levels of the five regulated haloacetic acids (HAA5) have been discovered in the finished water in recent years. The City has also received a growing number of taste and odor complaints of water in the distribution system over the last two years.

TTHMs and HAA5 are disinfection byproducts (DBPs) regulated under the Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 DBP Rule) of the SDWA. The maximum contaminant levels (MCL's) for TTHM and HAA5 are 80 µg/L (parts per billion) and 60 µg/L respectively.

Testing was performed by the City to comply with the monitoring requirements of the federal Safe Drinking Water Act (SDWA) administered by the US Environmental Protection Agency (EPA) and the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB), which has primacy to implement and enforce the primary SDWA regulations. The results of testing determined that in 2009 there were 21 instances in which the MCL for TTHMs in the finished water distribution system was exceeded. The MCL was exceeded a total of 5 times in 2010. The testing also shows the levels of HAA5 in the system have not exceeded the MCL but have approached it over the last two years. The high levels of TTHMs and HAA5 occur during the warmer months from May to August.

The City suspects that algae growing in the raw water supply may be the source of the taste and odor problems. In an effort to quantify and trace the source of algae, the City completed testing for geosmin and 2-methylisobomeol (MIB). The threshold of human detection for each chemical is approximately 5 ng/L (parts per trillion). Testing completed in November 2010 indicated geosmin in the raw water is below the detection threshold. MIB ranged between 5.3 ng/L and 11.2 ng/L in the raw water. It is anticipated that these values may be even higher during the summer when algae is more likely to proliferate.

The PER identified advanced oxidation as the recommended treatment process to mitigate DPB formation potential. The PER recommended the use of ozone or ultraviolet (UV) disinfection in combination with the addition of hydrogen peroxide (H_2O_2) as potential advanced oxidation processes. The PER also recommended that these processes be further evaluated by conducting laboratory bench testing and/or on-site pilot-scale testing to select the best and most cost effective process for implementation. HDR discussed these processes with City staff to gain a better understanding of the proposed project development identified in the PER and through these discussions determined that a phased approach to testing these processes and variations of these processes would allow the City to develop the most cost effect solution to controlling DBPs.

In addition to the DBP issues, the City is also investigating alternative water supply sources and potentially expanding their use of treated effluent from the City's wastewater treatment plant (WWTP). The City views the treated effluent from the WWTP as a valuable water resource and has an effluent reuse system that is currently used to provide irrigation water for the Highlands Golf Course and seven City parks. In the future, the City would like to expand the use of treated effluent for other uses. These uses will require a higher level of treatment which may include meeting drinking water quality standards. The City's existing WTP has parallel treatment trains and one of these could potentially be dedicated to providing additional treatment for the WWTP effluent. The City would like to investigate the capabilities of the existing WTP and determine if it can produce water that meets drinking water quality standards when using treated effluent from the WWTP.

PROJECT REQUIREMENTS

The City wishes to address the issues impacting their ability to provide high quality water service and continued compliance with SDWA requirements. The purpose of this project is to review the City's WTP facility to assess the existing conditions, evaluate potential treatment options, conduct bench-scale treatment optimization studies, perform on-site pilot testing as needed, and make recommendations for improvements required to meet the City's needs for potable water treatment with the main emphasis on controlling DBPs.

In the future, the City would like to expand their use of treated effluent which will require a higher level of treatment. This project will also include completion of a bench-scale study to determine if the existing WTP treatment processes can be used to take treated effluent from the WWTP and

treat it further such that it meets current primary and secondary drinking water quality standards for inorganic chemicals (IOCs) and DBP formation.

The project will also include completing final design and development of bidding documents for construction of the required improvements.

SCOPE OF WORK

The following paragraphs provide a description of the scope of services that will be provided for this project based on our understanding of the project requirements.

Task 1 - Project Management, Administration, and Coordination

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; coordination and management of subconsultants; implementation of HDR's QA/QC program; and preparation of monthly invoices.

This task also includes attending project meetings and preparing of any required documentation (agendas, meeting minutes, etc.). HDR will conduct a kickoff meeting and attend up to four (4) project status and/or design submittal review meetings for the project.

Task 2 – Gather and Review Existing Data

This task will be completed to develop a thorough understanding of the existing WTP operations and performance. As a part of this task HDR will meet with the City to review and discuss the project background, the City's objectives and goals for the project, the City's concerns with existing plant operation and performance, and the City's schedule and budget for implementation of the proposed improvements.

HDR will gather and compile all existing studies and applicable data available for the WTP facility. This may include hydraulic, performance, or operational studies previously completed by the City and/or others. HDR will obtain and review the following information to be provided by the City:

- Previous studies and reports
- "As-Built" drawings
- Shop drawings
- Water supply and production records
- Historical water quality records
  - Raw water
  - Finished water in the clearwell
  - Distribution system (including DBPs, total and free chlorine residuals, temperature)
- Records of taste-and-odor water quality complaints by month/season
- Operational data for the WTP facility
  - Chemical dosing information
  - Records of filter run duration and unit filter run volumes (UFRV) (if available)
  - Backwashing protocols
- Inspection and maintenance records
- Data or reports from water treatment process optimization studies
- Relevant regulatory correspondence from NMED DWB, US EPA, etc.
- Other available information

In addition to reviewing the existing data and reports, HDR will also complete a site visit to review the existing WTP facilities and meet with operations staff to discuss and obtain information on operating conditions, constraints and conditions at the WTP.

HDR will review historical water quality data and chemical dosing information to determine the following items and their impact on the water treatment process.

- pH, Temperature, Cl_2 Residuals
- DOC, TOC, TTHM, HAA5
- CT Data / Disinfection Profile
- Alkalinity, Hardness, Iron (Fe), Manganese (Mn), Sulfide, Bromide, Chlorophyll, etc.

Water quality conditions and key issues regarding the treatment requirements will be developed and assessed. The raw water quality conditions including seasonal variations will be developed. This will include average, maximum and minimum concentrations for use in evaluation of alternative treatment technologies.

The finished water quality goals including the SDWA requirements and aesthetic water quality goals will be developed in conjunction with the City.

Task 3 – Evaluation of Treatment Alternatives to Address DBP Issues

A variety of treatment technologies are applicable to address the DBP issues for the City of Las Vegas WTP facilities. These include conventional and innovative technologies which can accomplish the treatment objectives. The treatment scheme required to accomplish the treatment objectives will be developed and evaluated as a part of this task. The key issues to be addressed in this evaluation include DBPs and compliance with the Stage 1 and 2 Disinfectant and Disinfectant By-Products Rules (Stage 1 and 2 D/DBPR).

Subtask 3.1 – Water Quality Sampling

As a part of this task HDR will coordinate sampling and testing to evaluate the impact of various water quality constituents on the potential treatment processes that may be implemented. This task will include completing testing for the following constituents:

- Sulfide
- Alkalinity
- Hardness
- Iron
- Manganese
- Ammonia
- Bromide
- Total organic carbon
- Dissolved organic carbon
- UV-254 absorbance

All samples will be obtained by the City based on coordination with HDR. HDR will coordinate with a qualified testing laboratory to perform the analyses required for the samples collected. All laboratory analyses will be performed at State-certified or EPA-certified laboratories. It is anticipated that a minimum of two (2) and maximum of eight (8) samples will be collected and analyzed.

The samples will be primarily collected from the Gallinas River over an extended period of time to provide a better temporal understanding of the raw water quality. A few samples of other water

sources will also be collected if the data review indicates lake/reservoir water usage correlates with algae or taste-and-odor issues.

Subtask 3.2 – Drinking Water Bench-Scale Testing
As a part of this task HDR will complete bench-scale testing to evaluate the effectiveness of various unit treatment processes and their ability to meet the City's finished water quality goals. HDR proposes to complete this task using a phased approach as described below.

Phase 1A. Initial Chemical Dosing Optimization
HDR will conduct an initial round of bench-scale testing to evaluate treatment approaches that require less capital investment and lower operational costs than implementing a new advanced oxidation treatment process.

HDR recognizes that this initial task will most likely commence in late autumn when historical TOC, DBP, and MIB concentrations are lower than the summer when the City experiences more significant issues. In addition, there is no data indicating that the type of organic constituents found in the City's water supply during the autumn months have similar DBP-formation potential as the organic constituents that are present during the summer months. As a result, we will conduct an initial round of testing for the following processes:

- Enhanced Coagulation (EC)
- Pre-Oxidation + EC + PAC

The initial round of bench-scale testing will determine if enhanced coagulation (EC) alone can be implemented using the City's existing WTP treatment processes. Testing will be conducted to determine if alum or ferric chloride is a better coagulant and will examine three coagulant doses and three pH values necessary for implementing the EC treatment process. Following the identification of a range of potential EC operating parameters, bench-scale testing will be completed to evaluate the conjunctive use of a pre-oxidant (such as chlorine dioxide) in combination with EC and powdered activated carbon (PAC).

Each of these tests will be conducted in jar testers. Each test sample will be settled, filtered, and then measured for UV-254 and TOC reduction as surrogates to DBP formation. The possible outcomes of the testing will be as follows:

TOC and UV-254 Removal with:		
EC Alone	Pre-Oxidation + EC + PAC	Next Steps
Poor	Poor	Do not pursue further.
Poor	Excellent	Test again to evaluate if Pre-oxidation + EC or EC + PAC is a cost-effective alternative.
Excellent	Excellent	Focus on narrowing EC parameters alone to optimize performance. No need for pre-oxidant or PAC.

Phase 1B. Initial Bench-Scale Evaluation of Ozone and UV/H_2O_2 Feasibility
HDR will also evaluate the treatability of the advanced oxidation treatment processes (ozone and UV/H_2O_2). Initial bench-scale testing will be completed to determine the amount of DBP reduction that can be achieved at various oxidation dosages and measure the production of AOC for the ozone and UV/H_2O_2 processes.

Although advanced oxidation processes are effective in breaking down large organic molecules that constitute natural organic matter (NOM) to smaller molecules, thereby reducing the organic functional groups that are responsible for contributing to DBP formation, more assimilable organic

carbon (AOC) will also be produced in the same process. Elevated AOC levels in the finished water may cause excessive biological growth and nitrification within the distribution system. Many WTP facilities that utilize ozone also use biologically active filters (BAF) downstream of the ozone process to remove AOC so that biological stability in the distribution system can be maintained.

This testing will consist of the City shipping filtered but unchlorinated water to HDR. The water will be dosed with two different ozone concentrations alone and two different peroxide concentrations with the same UV exposure. We will subject each tested sample, and a City water sample, to a Simulated Distribution System (SDS) test to quantify DBP formation. The results of this testing phase will determine if ozone or UV/H_2O_2 is superior, so that one of the technologies can be rejected from further evaluation.

Phase 2. Final Drinking Water Bench-Scale Testing
HDR will start with the best parameters from the Phase 1A/1B testing to repeat bench-scale testing during the warmer months (e.g. March/April or May/June) when the water quality is deteriorating. In addition to testing more difficult-to-treat waters, this second round of bench-scale testing will refine the broad Phase 1A/1B dosing ranges.

The final bench-scale testing will consist of one week of bench-scale testing repeating the analytical measurements of Phase 1A/1B. The major difference is that for the final bench-scale testing all samples will be subjected to SDS testing to quantify DBP formation.

Subtask 3.3 – Drinking Water Pilot-Scale Testing
As indicated above, the City is considering the addition of advanced oxidation treatment to the treatment process for their existing WTP. The completion of pilot-scale testing will be required to establish operating parameters for the advanced oxidation treatment system. Pilot-scale testing allows for design of equipment at optimized operating conditions that are developed during the piloting process. Additionally, pilot-scale testing is useful for facilitating acceptance of the proposed treatment concepts by regulatory agencies such as NMED and will also enable competitive bidding of equipment by vendors during the construction phase.

The pilot-scale drinking water testing will consist of evaluating the two most promising treatment processes from the Subtask 3.2, Phase 2 bench-scale testing and will include completion of the following:

Development of Pilot Testing Protocol
HDR will develop a written Pilot Study Protocol to identify the systems to be evaluated, the range of operating conditions to be tested, the overall schedule, and the data to be collected during the completion of pilot testing.

The Pilot Study Protocol will include a detailed schedule for analytical testing and monitoring to be completed for the duration of the pilot testing. Some analytical tests may be performed on site by City O&M staff and some will be sent to an EPA-certified lab for completion.

Piloting Layout Design
HDR will complete the design of a layout for the piloting equipment as required for a complete and functional pilot system. HDR will identify and design improvements needed for any other ancillary equipment that is required to support the equipment to be utilized during the pilot testing. Ancillary equipment will generally include raw water pumping, pipeline connections, power supply, equipment pad and shelter, water storage, waste disposal, lighting, and analytical equipment.

Start-up Assistance and Support
HDR will provide up to two days of on-site assistance during installation and start-up of the pilot testing equipment. HDR will be responsible for delivering and starting-up equipment as well as training the City's O&M staff on the operation of the equipment.

The City will be responsible for providing a means to unload the pilot unit from the arriving truck, means to re-load the pilot unit onto the departing truck after decommissioning, a licensed electrician to connect and later disconnect power to the pilot unit, and plumbing services for interconnecting piping between the pilot unit and the raw water and discharge lines. The City shall also supply a location for the pilot units and a shelter or enclosure to adequately protect equipment from freezing and the elements.

Site Visits, Coordination, and Engineering Support during Pilot Testing
During the pilot testing period the HDR will provide ongoing support and direction during operation of the pilot equipment. HDR will coordinate with City staff on the daily monitoring of equipment, daily operations and maintenance, analytical testing, and data collection.

It is assumed that daily on-site piloting activities will be the responsibility of City staff. We anticipate that City staff will be responsible for daily operation and troubleshooting of the pilot equipment, daily sampling and completion of laboratory testing where appropriate or shipment of samples to outside labs when required.

This task also includes providing the City with on-site assistance during the pilot testing period. It is anticipated that pilot testing will be completed over a period of 1 to 3 months. During this time, HDR will be on-site to provide the City with assistance for 1 day per week. A total of 12 days of on-site support will be provided during the pilot testing period.

HDR will also provide engineering support on a continuing basis throughout the pilot testing period to review and summarize data collected. HDR will develop recommendations for corrections and modifications to the equipment and testing protocol that may be required during the pilot testing period.

Task 4 – Evaluate Treatment of Treated WWTP Effluent
This task consists collecting samples of the City's WWTP treated effluent and conducting bench- and pilot-scale testing of the water to determine if the existing WTP treatment processes can be used to take treated effluent from the WWTP and treat it further such that it meets drinking water quality standards.

Subtask 4.1 – Wastewater Bench-Scale Testing
This phase includes completion of a bench-scale study to determine how effective the existing WTP treatment processes are at treating WWTP treated effluent to meet current primary and secondary drinking water quality standards for inorganic chemicals (IOCs) and for DBP. The inorganic chemicals include analysis for: aluminum, antimony, arsenic, barium, beryllium, cadmium, chloride, color, copper, chromium, fluoride, iron, lead, manganese, mercury, nitrate, nitrite, selenium, silver, sulfate, thallium, total dissolved solids, total organic carbon, UV-254, and zinc.

Testing will consist of the City shipping treated effluent from the City's WWTP to HDR. Our first activity will be to conduct an analysis of the treated WWTP effluent using a standard analysis of drinking water inorganic contaminants. This activity will allow us to concentrate only on those contaminants that are at least 75% of drinking water MCLs or SMCLs.

Following the completion of the analysis for inorganic contaminants we will conduct one round of bench-scale tests using jar testers. To simulate the City's existing processes at the WTP, the treated WWTP effluent test samples will be coagulated, settled, and filtered using dosing, mixing, and time parameters equal to the current WTP configuration, along with the EC parameters established earlier in Phase 1A. The results of this testing phase will determine if the City's existing treatment process at the WTP can treat the WWTP effluent to drinking water quality standards. We anticipate that the current coagulation practices or the potential EC process will be sufficient for most if not all of the inorganic constituents.

We will also collect one sample for TTHM/HAA5 DBP analysis. If the treated water's DBP results still exceed drinking water quality standards, we will conduct a second round of jar-testing to incorporate pre-oxidation, ozone, or UV/H_2O_2, followed again by one sample for TTHM/HAA5 DBP analysis.

HDR anticipates starting these activities immediately after completing Subtask 3.2, Task 1A/1B (Drinking Water Bench-Scale Testing).

This scope assumes that HDR will not be required to complete testing for radionuclides, synthetic organic compounds (SOCs), volatile organic compounds (VOCs), as these compounds are either non-existent or already removed at the City WWTP. HDR will also not be required to complete sampling of the wastewater for *Cryptosporidium*, fecal coliform, and total coliform as we assume that the current WTP filtration and disinfection processes will provide adequate treatment.

Subtask 4.2 – Wastewater Treatment Pilot Testing
If the City desires, HDR can provide pilot testing services of the City's treated WWTP effluent to verify the bench-scale testing results. HDR will work together with the City to relocate the pilot unit from the City's WTP after the completion of Phase 1 to the City's WWTP to conduct the test. HDR's support will include:

1. Preparation of a separate pilot testing protocol document specifically for wastewater treatment, including additional sections for health/safety protocols for working in proximity to wastewater and disinfection of the equipment following the completion of the study.
2. Providing a piping layout design for how to integrate the pilot unit at the WWTP.
3. Start-up assistance and support.
4. Site visits, coordination, and engineering support during pilot testing.

HDR has assumed that pilot testing at the WWTP will be for a maximum period of three weeks. The proposed duration reflects the fact that the treated wastewater quality will experience considerably less fluctuations in water quality than the City's various drinking water supplies.

<u>Task 5 – Summary Technical Memorandum</u>
HDR will prepare a Summary Technical Memorandum (TM) which will be a compilation of the efforts completed in the previous tasks. The results for the required renovation, upgrades, and improvements for the WTP facility will be summarized. The key components of the TM will include:

- Treatment Requirements
- Discussion of Alternatives Evaluated
- Technology Evaluation Summary
  - Bench-Scale Testing and Results
  - Pilot Testing and Results
- Recommended Upgrades and/or Improvements

- Capital Cost Estimates
- O&M Cost Estimates
- Implementation Plan and Schedule

The Summary TM will consist of a summary description of any WTP improvements required along with planning-level estimated construction costs and an implementation plan and schedule.

HDR will submit a Draft TM to the City for review and comment. The City will review the Draft TM and provide HDR with comments. Following the receipt of comments from the City, HDR will incorporate comments and submit a Final version of the TM.

Task 6 – Design Phase Services

HDR will provide design services that will consist of developing detailed plans and specifications that will be incorporated in construction contract documents to be used for the bidding and installation of the proposed WTP improvements determined in the evaluation tasks.

Subtask 6.1 – Preliminary (30%) Design

As a part of this task, HDR will verify the design requirements and establish the design criteria for the proposed treatment process modifications. The preliminary design will include the following activities:

- Preliminary engineering analysis to determine required sizing for advanced oxidation process facilities
- Preparation of preliminary drawings that will include:
  - Preliminary site plan
  - Preliminary plan and profiles drawings for piping modifications
  - Preliminary technical specifications that correspond to CSI Division 16 format and relevant City of Las Vegas specifications to be included in construction contract documents
- Budget-level opinion of probable construction cost

This task also includes obtaining required design field surveys and completion of a geotechnical investigation to characterize subsurface conditions and gain a better understanding of any special provisions required for completing the required improvements for the WTP facility. This will include completion of the following activities:

- ***Design Survey***
  This task will include the following:
  - Coordination with the surveyor
  - Field control and mapping
  - Mapping of existing on-site utilities
  - Preparation of site plan and topographic map

- ***Geotechnical Investigation***
  This task will include the following:
  - Coordination with geotechnical engineer
  - Field investigation
  - Laboratory testing
  - Preparation of final geotechnical investigation report

Subtask 6.2 – Final Design
Upon approval and direction from the City and New Mexico Environment Department (NMED), HDR will complete final design for the new advanced oxidation process along with any ancillary facilities and/or appurtenances that may be required including connections to existing facilities. This task includes the preparation of all civil, architectural, structural, mechanical, electrical/I&C, and detail drawings required for construction of the proposed WTP facility improvements. The final documents will consist of the construction drawings and supporting technical specifications.

Site plans and similar drawings for the WTP improvements will be prepared at a horizontal scale of 1" = 40' and a vertical scale of 1" = 4'. Where more detail is needed, drawings will be prepared at a scale of 1"=20' or other scale as appropriate for the drawing content. Pipeline plan and profile drawings will be prepared at a horizontal scale of 1"=50' and vertical scale of 1"=5'.
Drawings will utilize the City's current available aerial photography and topography as a base. This information will be supplemented with additional survey data to be obtained as a part of this project.

It is assumed that preparation of front end documents required for bidding purposes will not be a required component of the project specifications. It is assumed that the City's Purchasing Department will provide HDR with all necessary Standard General Conditions, Technical Specifications, and Construction Standards to be incorporated in the overall contract documents. HDR will prepare any additional technical specifications that are required for inclusion in the bidding documents.

HDR will complete a 60% and 90% design submittal for the City's review prior to producing the final construction documents for bidding. HDR will attend a review meeting following each design submittal to discuss the design with the City and to receive any comments.

The 60 and 90 percent design submittals will include the following:

- Fully defined calculations for project components
- Site plans for the WTP improvements
- Plan and profile drawings for pipeline modifications and/or improvements
- Architectural Drawings
- Structural Drawings
- Mechanical/HVAC Drawings
- Electrical / I&C Drawings
- Estimate of Probable Construction Cost
- Technical Specifications

At completion of the final design phase, one (1) set of full size (24" x 36") reproducible drawings will be delivered to the City. A final estimate of probable construction cost for the recommended improvements will also be submitted.

Task 7 – Bid Phase Services
Upon approval of the final plans and specifications, HDR will assist the City with advertising and receiving bids for construction of the project. This task will consist of assisting the City with bidding and will include completion of the following:

- Prepare bid advertisement
- Attend Pre-bid meeting
- Prepare pre-bid meeting minutes
- Construction contract document clarifications
- Addenda preparation, if required

- Bid opening
- Bid tabulation and verification
- Bid tabulation review letter

It is assumed that the bid documents will be made available to potential Contractors in PDF format on the City's website and/or a reprographics company typically used by HDR for the bidding phase of a project. Plan rooms also obtain PDF copies and make the documents available to interested Contractors. As such, the estimated fee does not include reproduction costs for providing copies of the bid documents for potential Contractors.

SUBCONSULTANT SERVICES

The following subconsultant services will be required for completion of the project.

- ***Surveying***
  A subcontractor for surveying has not been identified at this time as it will not be required to complete the scope of work for the initial phases of the project.

  HDR will identify and obtain the services of a subcontractor to obtain relevant survey data required for completion of the project when the applicable portions of the scope of are authorized by the City.

  For the purposes of estimating the required fee, a total fee of $25,000 has been allocated for surveying.

- ***Geotechnical Investigation***
  A subcontractor for the geotechnical investigation has not been identified at this time as it will not be required to complete the scope of work for the initial phases of the project.

  HDR will identify and obtain the services of a subcontractor to perform a geotechnical investigation when the applicable portions of the scope of work are authorized by the City.

  It is anticipated that a total of five (5) borings will be required for the project. Information from the borings will be used to identify the geotechnical properties of the soil for use in the design of the proposed WTP structures.

  For the purposes of estimating the required fee, a total fee of $20,000 has been allocated for completing the geotechnical investigation.

HDR will make all efforts to utilize small business subcontractors in accordance with applicable funding agency requirements.

ASSUMPTIONS

The following assumptions/clarifications to our proposal are provided in addition to the assumptions described previously in the proposed scope of work:

1. City staff will be responsible for collecting all samples required for water quality testing.
2. Drinking Water Pilot-Scale Testing will be completed for up to two treatment technology alternatives to be identified following the completion of the bench-scale testing effort.
3. Drinking Water Pilot-Scale Testing will be conducted over a period of 1 to 3 months.

4. HDR will not be required to complete testing of the treated WWTP effluent for radionuclides, synthetic organic compounds (SOCs), or volatile organic compounds (VOCs).
5. HDR will not be required to complete sampling of the treated WWTP effluent for *Cryptosporidium*, fecal coliform, and total coliform.
6. Wastewater Pilot-Scale Testing will be conducted over a period 3 weeks.
7. City staff will be responsible for daily operation of pilot unit testing equipment.

ESTIMATED FEE

HDR will provide the required engineering services for this project for a total fixed price fee of $436,760, which includes New Mexico Gross Receipts Tax (NMGRT), as summarized in the table below.

Task	Description	Total Cost
1	Project Management/Administration and Coordination	$27,728
2	Gather and Review Existing Data	$11,460
3	Evaluation of Treatment Technologies to Address DBP Issues	$82,298
4	Evaluate Treatment of Treated WWTP Effluent	$37,007
5	Summary Technical Memorandum	$26,258
6	Design Phase Services	$121,258
7	Bid Phase Services	$11,566
	Subtotal	**$317,575**
	Special Subconsultant Services needed for Design	
	Surveying	$25,000
	Geotechnical Investigation	$20,000
	Sub Markup @ 10%	4,500
	Direct Expenses (Testing Equipment, Laboratory/Analytical Testing, Shipping, Reproduction, Travel, Technology Charge, Miscellaneous)	$41,112
	Subtotal Project Cost	**$408,187**
	NMGRT @ 7%	**$28,753**
	Total Project Cost	**$436,760**

SCHEDULE

We anticipate that the required scope of work can be completed within approximately 460 calendar days following the receipt of a Notice to Proceed. Attachment 'A' provides a preliminary Gantt chart schedule for the work assignment.

The following provides a summary of the tentative project schedule. The final project schedule shall be determined and coordinated with the City following award of the project and will be modified to include the necessary review time for the City of Las Vegas and NMED if required.

Task	Estimated Start Date
Notice to Proceed	February 3, 2014
Gather and Review Existing Data	February 3, 2014
Evaluation of Treatment Alternatives to Address DBP Issues	
Drinking Water Bench-Scale Testing	
Phase 1A. Initial Chemical Dosing Optimization	March 10, 2014
Phase 1B. Initial Bench-Scale Evaluation of Ozone and UV/H_2O_2 Feasibility	April 21, 2014
Phase 2. Final Bench-Scale Testing	June 23, 2014
Drinking Water Pilot-Scale Testing	July 21, 2014
Evaluate Treatment of Treated WWTP Effluent	
Wastewater Bench-Scale Testing	May 19, 2014
Wastewater Pilot-Scale Testing	November 17, 2014
Summary Technical Memorandum	
Data Review and Reporting	December 15, 2014
Design Phase Services	
Preliminary Design	January 19, 2015
60% Design	February 16, 2014
90% Design	April 13, 2015
Final Design	May 18, 2015

We appreciate the opportunity to provide assistance with this important project and look forward to getting started on the project. We feel that the proposed evaluation phase will be a key element in the project scope of work that will result in developing a design that will result in construction cost savings to the City. Please feel free to contact our office should you have any questions or need additional information.

Sincerely,
HDR Engineering, Inc.

Peter Brakenhoff, P.E.
VP/NM Operations Manager

Chris Rodriguez, P.E.
Water Business Group Manager/Associate VP

cc: Don Cole, Water Systems Manager
Esteban Medina, Project Manager

Attachments

XP-211

CERTIFICATIONS

Project Name PER Water System Improvement Projects Project Number 101-35

Contract For The City of Las Vegas, New Mexico

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

☒ I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

☒ I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

☐ I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

☒ I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

☒ I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Peter J. Brakenhoff, PE; Vice President / NM Operations Manager

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative — Date: June 25, 2013

HDR Engineering, Inc.

2155 Louisiana Blvd. NE. Suite 9500 Albuquerque, NM 87110

Name & Address of Bidder

XP-215 MBE/WBE/SBRA ENGINEERING UTILIZATION INFORMATION SHEET

NOTE: The offeror shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub-consultant work and/or services for the project in order to provide the fair share of the total dollar amount of the contract for

MBE:	Construction	N/A	, Equipment	N/A	, Supplies	N/A	, Services	38.78 %
WBE:	Construction	N/A	, Equipment	N/A	, Supplies	N/A	, Services	40.00 %
SBRA:	Construction	_____	, Equipment	_____	, Supplies	_____	, Services	_____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes X No___
   If yes, when did you update your MBE/WBE/SBRA solicitation lists? as responses are received from ads

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes___ No X
   If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No X

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposal for this project?
   Yes X No___

5. Do you analyze the request for proposal to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes X No___
   If yes, please attach a brief description of portions of work you have identified for sub-consulting.
   Surveying, Mechanical, Geotechnical

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes X No___

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this proposed project? Yes___ No X
   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the sub-consulting opportunities on your proposal for this project? Yes X No___
   If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-solicitation, meetings and follow-ups with interested MBE, WBE, and SBRA?
   Yes___ No X
   If yes, please list person who attended conference as representative of MBE/WBE/SBRA

   Name & Title of Person: _____
   Name of MBE/WBE/SBRA: _____
   Address: _____ Phone: _____
   Date and Place of Conference: _____

   Name & Title of Person: _____
   Name of MBE/WBE/SBRA: _____
   Address: _____ Phone: _____
   Date and Place of Conference: _____

   Name & Title of Person: _____
   Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____
Date and Place of Conference: _____
_____

10. Total dollar amount of the contract:
$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	($	)	($	)	($	)	($	)
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	($	)	($	)	($	)	($	)
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	($	)	($	)	($	)	($	)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Sub-consultant: Address: Phone: Contact Person: Type of Work: Amount: $	**WBE Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $	**SBRA Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $
MBE Sub-consultant: Address: Phone: Contact Person: Type of Work: Amount: $	**WBE Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $	**SBRA Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $
MBE Sub-consultant: Address: Phone: Contact Person: Type of Work: Amount: $	**WBE Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $	**SBRA Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $
MBE Sub-consultant: Address: Phone: Contact Person: Type of Work: Amount: $	**WBE Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $	**SBRA Sub-consultant:** Address: Phone: Contact Person: Type of Work: Amount: $

I understand that a false statement on the above information may be grounds for rejection of the offeror's proposal or termination of the contract award.

Peter J. Brakenhoff, PE; Vice President / NM Operations Manager
Typed Name & Title of Authorized Representative

Signature of Offeror's Authorized Representative — Date: June 25, 2013

ALBUQUERQUE JOURNAL THE SUNDAY JOURNAL

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Ad Cost	$12.60	**Sales Rep**	dnoel		
Tax Amount	$0.88	**Order Taken by:**	dnoel		
Total Amount	$13.48	**Payment Method**	Credit Card - Visa:6366		
Amount Due	$0.00	**Payment Amount**	$13.48		

Product	Albuquerque Journal	**Placement**	Legal Notices
		Classification	Non-government-0001
Ad Number	0001072835-01	**Sort Text**	HDRENGINEERINGINCREQUESTSSUB CONSULTANTQUALIFICATIONSFORDI
Ad Type	APC-Legals		
Ad Size	: 1.0 X 20 LI		
Color	<NONE>		
Run Dates	6/9/2013		

Affidavits
1

HDR Engineering, Inc. requests subconsultant qualifications for Disadvantaged, Minority, and Women Business Enterprises (DBE/MBE/WBE) in association with United States Environmental Protection Agency funding. Requesting qualifications for the following: surveying, geotechnical, and mechanical services. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). Please send qualifications to: Dawn Howard HDR Engineering, Inc. dawn.howard@hdrinc.com 2155 Louisiana Blvd. NE, Suite 9500 Albuquerque, NM 87110 (505) 830-5400.
Journal: June 9, 2013

EPA United States Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

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

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

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Peter Brakenhoff, PE VP/NM Operations Manager
Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative — Date 12/24/13

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
HDR Engineering, Inc.		PER Water System Improvement Projects
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
101-35	N/A	N/A
Address 2155 Louisiana Blvd NE, Suite 9500 Albuquerque, NM 87110		
Telephone No. (505) 830-5400		Email Address N/A
Issuing/Funding Entity: NM Finance Authority		

I have identified potential DBE certified subcontractors	___ YES	X NO
If yes, please complete the table below. If no, please explain: No subcontractors have been identified at this time as they will not be required to complete the scope of work for the initial phase of the project. Subcontractors will be identified as necessary if the applicable portions of the scope of work requiring their services are authorized by the Owner.		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Peter Brakenhoff, P.E.
Title	**Date**
Vice President/NM Operations Manager	12/24/13

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/2/2014 **DEPT: Public Works** **MEETING DATE: 01/15/14**

ITEM/TOPIC: Professional Architectural Services to include, Planning, Design and Surveying Services, for the City of Las Vegas Public Works Department. (RFP #2014-12)

ACTION REQUESTED OF COUNCIL: Consider approval of the engineering firm best qualified to perform this service, as selected by the review committee, as per the criteria set forth in the request for proposals. In turn, it is requested that Mayor & Council authorize staff to enter into contract negotiations with Soleil West Architects.

BACKGROUND/RATIONALE: Request for Proposals were recently solicited for Professional Architectural Services for the City's Public Works Department. Five proposals were received for this service, of which all were responsive and ranked accordingly. The best qualified firm to perform this service based on the designated criteria, is Soleil West Architects, (See Attached Memorandum).

STAFF RECOMMENDATION: Approve the Architectural firm of Soleil West Architects, as that firm most qualified to perform this service, and authorize contract negotiations.

COMMITTEE RECOMMENDATION: Approve the Architectural firm of Soleil West Architects, as that firm most qualified to perform this service, and authorize contract negotiations.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

MEMORANDUM

TO: Mayor and Council

FROM: Carlos A. Ortiz, Jr.,
Public Works Director

THRU: Timothy P. Dodge,
City Manager

DATE: January 2, 2014

RE: **Status of Selection Process for the City of Las Vegas Public Works Department Professional Architectural Services RFP (#2014-12)**

The City of Las Vegas Selection Committee has completed the selection process for professional architectural services to include planning, design, and surveying for the Public Works Department; which is inclusive of buildings, grounds, and parks.

It was our objective to select the most qualified firm to perform this service. The result of the Selection Committee's review ranks Soleil West Architects of Albuquerque, New Mexico as that firm best qualified to meets our needs; as detailed in the request for proposals

A total of five firms submitted a response to our request for proposals. Of the five firms submitting a proposal, all proposals were ranked accordingly. The outcome of this process determined that Soleil West Architects meet the designated criteria as outlined in our RFP. The Selection Committee was comprised of City Project Manager Chris Cavazos, City Finance Director Pamela Marrujo, and myself.

At this time, staff is requesting that Mayor and Council approve the Architectural Firm of Soleil West Architects, as that firm best qualified to perform the designated services, and authorize contract negotiations.

Should you have any questions, regarding this issue, prior to the scheduled meeting, do not hesitate to contact this office.

CAO/vg

Enclosure

xc: Timothy P. Dodge, City Manager
Cassandra Fresquez, City Clerk
Selection Committee Members
Public Works/Architectural RFP File

RFP TECHNICAL EVALUATION TEAM TABULATION SHEET

RFP: 2014 - 12

Department: Public Works

Reviewer: Reviewer One, Two and Three

Category	Possible Points	Soliel	Conron	Gamelsky	SMPC	Wilson
Reviewer 1	100.00	93.85	81.00	83.50	81.00	74.50
Reviewer 2	100.00	84.75	83.75	77.00	88.50	88.25
Reviewer 3	100.00	97.50	91.00	81.25	78.50	71.25
Average Score	100.00	92.03	85.25	80.58	82.67	78.00

Highest Score	**Soliel**	92.03
2nd Highest	**Conron**	85.25
3rd Highest	**SMPC**	82.67
4th Highest	**Gamelsky**	80.58
5th Highest	**Wilson**	78.00

Received and Tabulated by:

12/30/14

Carlos A. Ortiz, Jr. **Date**
Public Works Director

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12-27-13 **DEPT: Executive** **MEETING DATE: 1-15-14**

ITEM/TOPIC: City Attorney Contract.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Attorney Contract.

BACKGROUND/RATIONALE: See Attached Contract.

STAFF RECOMMENDATION: Approval of City Attorney Contract.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

PAMELA MARRUJO
FINANCE DIRECTOR

TIMOTHY P. DODGE
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT

THIS CONTRACT, made and entered into this 12th day of December, 2013 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer") and Dave Romero, (hereinafter called "Employee"):

1. **TERM:** This Contract shall begin January 1, 2014 and continue until December 31, 2014. Any future contracts are subject to the Mayor's recommendation and consent of the Governing Body. (This approach allows for "overlapping" into other administrations which provides continuity for the City.)

2. **DUTIES AND AUTHORITY:**
   Employer agrees to employ Dave Romero as City Attorney to perform the functions and duties specified in this contract, job description and the Charter of the City of Las Vegas.

3. **COMPENSATION:**
   A. Base Salary: Employer agrees to pay Employee an annual base salary of $100,000.00 payable in installments at the same time that the other management employees of the City are paid. The following benefits are also provided

   -Insurance Benefits: The Employer agrees to provide and pay the same city portion of the insurance benefits which is provided to all other employees of the City.

   -Vacation and Sick Leave: The employee shall have a property right of up to 600 hours of accumulated sick leave and up to 312 hours of accumulated vacation leave in accordance with the City Personnel Policy.

   -The Employee shall have the use of a City owned and maintained vehicle for City related purposes.

   -The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.), and make the same contributions to retirement as other employees receive.

As long as the City Attorney effectively performs his job, financial consideration may be made to provide the City Attorney with increased compensation. Increases may be in the amount from 1 % to 5 % per year depending upon the evaluation results and whether financial consideration is favorable. With the Mayor's recommendation to the Governing Body, a proposed increase may be submitted for consideration.

4. **GENERAL BUSINESS EXPENSES:**

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary as determined by the City Manager for continuation and full participation in organizations necessary as determined by the City Manager for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/and cell phone (or cell phone stipend of $50.00 per month of relevant phone bill) required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

5. **TERMINATION:**

Termination of this contract will be in accordance with the Municipal City Charter.

6. **BREACH OF CONTRACT:**

Breach of contract may be declared by either party with a 30 day cure period.

7. **RESIGNATION:**

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice in writing to the City Clerk.

8. **SEVERABILITY:**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

9. **HOURS OF WORK:**

Employee shall work the normal business hours of the city plus be available for city needs for a substantial time outside the regular business hours without additional compensation.

10. **FUTURE CONTRACT:**

Any future Contract requires the Mayor's recommendation.

11. **INDEMNIFICATION:**

Employer shall defend, save harmless and indemnify Employee against any legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years or the term of the litigation, whichever is greater.

12. The Governing Body agrees to budget adequate funding in a reserve fund appropriately to ensure the ability to comply with the contract and avoid the Batement Act and burdening future governing bodies.

Approved by the Governing Body on _____, 2013.

_____
Alfonso E. Ortiz, Jr.
Mayor of the City of Las Vegas

ATTEST:

_____
City Clerk of the City of Las Vegas

EMPLOYEE/CITY ATTORNEY

_____
ACCEPTED: