



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
February 11, 2015–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR'S APPOINTMENTS/REPORTS**
- VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- IX. **CITY MANAGER'S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Out of state travel for 5 officers to attend a High Risk Warrant course for narcotics related operations.

Juan Montano, Police Chief The Las Vegas City Police Department and Region IV narcotics Task Force respectfully request permission to send 5 officers to a High Risk Warrant course in Fresno, CA with funding provided through the 2014 Region IV Justice Assistance Grant.

2. Ambulance Contract Renewal.

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Phillip Mares, Fire Chief Superior Ambulance was awarded contract for Emergency Ambulance Services on February 13, 2013. Approval is needed for annual contract renewal.

3. Resolution #15-08 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfers to or transfers from within various funds.

4. Resolution #15-06, adopting the City of Las Vegas' Section 3 Plan.

Chris Cavazos, Project Manager The City is required to adopt a Section 3 Plan resolution annually.

5. Resolution #15-09, adopting the City of Las Vegas' Citizen Participation Plan.

Chris Cavazos, Project Manager The City is required to adopt a Citizen Participation Plan resolution annually.

6. Resolution #15-10, a resolution adopting the City of Las Vegas' Citizen Residential Anti-Displacement and Relocation Assistance Plan.

Chris Cavazos, Project Manager The City is required to adopt an Anti-Displacement and Relocation Assistance Plan annually.

7. Award bid for Taylor Well No. 7 Blending to Hays Plumbing & Heating Inc.

Ken Garcia, Utilities Director The 2011 Preliminary Engineering Report (PER) included the Well No. 7 Project. To increase the potable water supply, the City approved the design of a project that would blend water from Well No. 7 with water from Well No. 2, 2R and 4. Phase II included the installation of a new water tank at TW4 and a booster pump station at the Valencia Tank which will allow approximately 800,000 GPD from the Taylor Well Field to be used in Zones 2 and 3.

8. Award bid for the Camp Luna Water Tank Rehabilitation to Hays Plumbing & Heating Inc.

Ken Garcia, Utilities Director The purpose of this project is to drain, clean, repaint and make structural improvements to the 2.5 million gallon Camp Luna Water Tank. This project also included the construction of two supplemental water tanks at Camp Luna and Cabin Site for the purpose of maintaining pressure to customers supplied by the tank.

9. Amendment #3 to the URS/(Now AECOM) contract for the Bradner Reservoir Enlargement Project.

Ken Garcia, Utilities Director Based on the new data collected from the test pit excavations completed in January 2015, URS is recommending additional drilling to investigate material properties. Additional fee is within the contingencies estimate.

10. Award bid #2015-21 for Gas meters to M & M Sales, Inc.

Ken Garcia, Utilities Director The Gas Division went out for competitive sealed bids for gas meters. These meters are needed to complete the Automated Meter Reading project. The project is approximately 90% complete. The purchase of these meters will allow for completion of the project.

XI. 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.**

XII. 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 of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Police

MEETING DATE: 2/11/15

DISCUSSION ITEM/TOPIC: Recommending approval for out of state travel for 5 officers to attend a High Risk Warrant course for narcotics related operations.

BACKGROUND/RATIONALE: The Las Vegas City Police Department and Region IV Narcotics Task Force respectfully requests permission to send 5 officers to a High Risk Warrant course in Fresno, CA with funding provided through the 2014 Region IV Justice Assistance Grant.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**



**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

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

**_____
DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



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ALFONSO E. ORTIZ, JR.
Mayor

TO: Elmer J. Martinez, City Manager
FROM: Juan Montano, Chief of Police
THRU: Ann M. Gallegos, Finance Director
RE: Out of State Travel-Fresno, California
April 7 - 9, 2015
5 Officers attending

ESTIMATED TRAVEL COST

3 Airline tickets @\$386 per ticket x 3 =	\$1,158.00
Per Diem for 3 officers @\$490.00 x 3 =	\$1,470.00
Per Diem for 2 officers @\$302.50 x 2 = (2 officers driving to transport ammunition)	\$ 605.00
Registration for 5 officers @\$495 x 5 =	\$2,475.00
TOTAL COST	\$5,708.00

Travel expenses will be funded with the 2015 Region IV Federal Justice Assistance Grant

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: January 30, 2015

DEPT: Fire

MEETING DATE: February 11, 2015

DISCUSSION ITEM/TOPIC:

Ambulance Contract Renewal

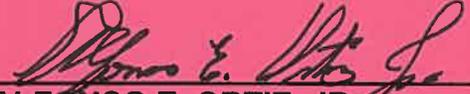
BACKGROUND/RATIONALE:

Superior Ambulance was awarded Contractor for Emergency Ambulance Services on February 13, 2013. Approval is needed for annual contract renewal.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Contract# 2623-13

ADDENDUM (NO.2)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13th day of February 2015, by and between the City of Las Vegas, New Mexico, (hereinafter termed "City") and Superior Ambulance.

(Hereinafter termed "Provider"): **WITNESSETH:**

WHEREAS, On February 13, 2013 Contract #2623-13 was awarded to Contractor for Emergency Ambulance Services pursuant to a Request for Proposals; and

WHEREAS, the Request for Proposals provided that the original contract shall be from the date Ambulance Services begins service with the intent to continue for three (3) years renewable yearly and contingent on funding for the term of the contract.

NOW THEREFORE, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

That the original contract Agreement entered into between the parties by, and the same hereby can be extended on the anniversary date of the original Agreement between the City and Provider for one additional year.

IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND PROVIDER that any and all of the remaining provisions of the original contract Agreement entered into by and between the parties not inconsistent herewith, shall remain in full force and effect through the extension of this Agreement.

ADDENDUM #2 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

PAGE 2

CITY OF LAS VEGAS

Alfonso E. Ortiz Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk Date

REVIEWED AND APPROVED:

Elmer J. Martinez, City Manager Date

Dave Romero, City Attorney Date

Superior Ambulance

Chris L. Archuleta

Executive Director DATE

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**

This Contract made and entered into this 13 day of February 2013, by and between City of Las Vegas, hereinafter referred to as "City" and Superior Ambulance Service, hereinafter referred to as "Provider." The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be Provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the City obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. **REQUIRED MEETINGS**

Attend quarterly City of Las Vegas Management Team (CLVMT) meetings as scheduled by the City. In order to facilitate collaboration attendance at quarterly meetings is mandatory.

2. **RECORDS RETENTION**

Maintain records of the clients served, as specified by the City, including information about whether the clients are insured or uninsured and their City residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the City. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. **HIPAA COMPLIANCE**

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual report, to the City at the CLVMT meetings. Unless approved otherwise in writing, all required reports will comply with the City formats and requirements.

5. MONITORING

The Provider will also allow the City staff to observe Provider's activities, interview the population served, allow records evaluation and will provide requested information through the annual audit period for the City (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the City in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for four (4) years renewable yearly and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas or any other location(s) approved by the City.

The Provider shall actively take measures to become knowledgeable with City street names and locations.

The Provider shall actively take measures to become knowledgeable with the Ten (10) Codes used by the City's dispatch system (PSAP).

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

Superior Ambulance must maintain a response plan for the City of Las Vegas. It should consist of a minimum daily staffing level of three (3) ambulances; for response. A minimum of two (2) emergency response ambulances and one (1) combination emergency and non-emergency ambulance to be utilized in a day to day operation in the City of Las Vegas and within the San Miguel County to meet the current need for

services. At least one of these ambulance units in service shall have 4x4 driving capabilities.

Superior Ambulance agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/inter-facility transports. A procedure for non-emergency, non-911 responses should be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of San Miguel County, should be conducted by their Albuquerque or Santa Fe units. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside the City of Las Vegas, and by assigning an ambulance to conduct a transport that will impact the services in the City of Las Vegas, Superior will delay the transport and assign the transport to one (1) of their other operations, so not to impact services within the City. Additionally, if the transport is deemed an emergency to another facility outside the City, Superior will dispatch a local ambulance, and will supplement coverage with a Pecos unit, or will have the Pecos unit intercept the Las Vegas Ambulance so that the ambulance can quickly be put back into service.

Should any or both of the two (2) Ambulance units available for service within City Limits become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

ARTICLE 5. COST AND PAYMENT:

The total amount of the Contract for the period of performance specified above shall not exceed the amount specified below and annually funded by the City for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

Twelve (12) equal monthly installments of \$14,583.33 per calendar year.

Contract amount: \$175,000.00 per calendar year.

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE CITY:

Timothy P. Dodge, City Manager
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

FOR THE PROVIDER

Chris L. Archuleta
Executive Director and CEO
Superior Ambulance Service
P.O. Box 6482
Albuquerque, NM 87197

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 4 1-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Provider and returned to the City, with this signed Contract. If, for any reason, any material change occurs in the coverage during the course of the Contract, such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The City is an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of City.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Bests rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Contractor will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City of Las Vegas Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
 - a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
 - b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
 - c. Two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;

9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager following a recommendation from the City of Las Vegas Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by City Manager or designee within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The City shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made. Relief to the above time frames may be granted by the City Manager on a "case by case" basis and in response to a written request by Provider.

Response Times:

Contractor's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

- a. Contractor's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile Response Time measurements. Response Times for months with low call volume (less than 100 calls per month) shall be calculated once the Contractor has responded to 100 calls.
- b. Contractor's Response Time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Contractor shall be assessed a penalty if Response Time compliance falls below 90%.

PENALTY ASSESSMENT:

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if

such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

A. Penalties: Individual response penalties of \$250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time.

B. Penalties of \$250.00 may be imposed for any other violations of this contract including but not limited to maintenance, staffing, and meetings of regulatory requirements.

COMPLIANCE STANDARDS:

The Contractor must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the City of Las Vegas in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The City may require the Contractor's personnel to participate in training activities related to the performance of the Contractor's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Contractor shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract FY 2012/2013, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the

Contract. The City is responsible for payment to Provider for any and all services actually rendered by Provider to City under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND CITY.

The Provider agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Provider has express written authority from, the City Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Provider's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 14. INDEPENDENT CONTRACT:

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the City for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the City. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the City's Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract, the City and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. ARBITRATION:

In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this Contractual relationship between the City and the Provider, it may be resolved by Arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorney's fees and associated expenses shall be awarded as decided by the Arbitrator.

ARTICLE 27. NON-APPROPRIATION:

The City's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The City's determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 28. SUBCONTRACTING:

The Contract is based on the personal skills and reliability of the Provider. The Provider shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the City. Notices of any intent to subcontract must be delivered to the City name/address noted in Article 5, and written approval by the City shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 29. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the City until approved and signed by the City Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 30. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 31. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 32. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to City its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 33.

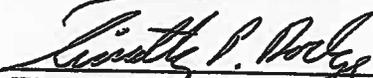
This Contract award is made as a result of a Request for Proposals issued by the City pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the City's Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 34.

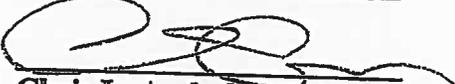
This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas on February 13, 2013 which public entities authorized their City Manager to execute the Contract.

Effective Date: February 13, 2013

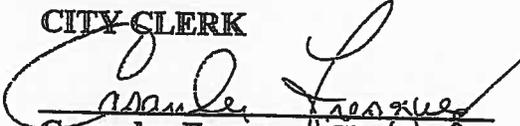
CITY OF LAS VEGAS


Timothy P. Dodge, City Manager

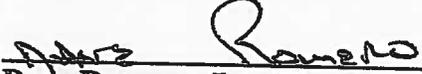
SUPERIOR AMBULANCE


Chris L. Archuleta, Director

CITY CLERK


Casandra Fresquez, City Clerk

APPROVED AS TO FORM ONLY:


Dave Romero, Jr., City Attorney

ATTACHMENT A

**SUPERIOR AMBULANCE SERVICES
SCOPE OF SERVICES**

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

Superior Ambulance Services provides advanced life support (ALS) services (paramedic level) emergency medical services and non-emergency transport to the residents of contracted entities.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas.

1.2. Comply with stipulations and agreements embodied in RFP #100-23, Superior Ambulance Service's proposal to RFP #100-23 and Superior Ambulance Service's Revised Subsidy Proposal in response to RFP #100-23, which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within the City.

1.4. Notify the City six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basic or higher certification.

1.6. Compile, maintain, and make available for inspection and audit upon request by the City or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportations KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems, and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Be exclusively entitled to bill the users of the ambulance service for all services additional subsidy from the City, the Provider agrees to pursue collection of its accounts receivable attributable to the ambulance services to the same extent as its general accounts receivable from other revenue sources.

1.11. Under normal circumstances, persons needing transport shall be taken to the closest emergency department or designated specialty care unit located within a hospital that is most appropriately equipped and staffed to treat the patient's specific medical condition or injury. Provider will consider patient requests to be transported to other medical facilities for emergency or non-emergency treatment, if the request and the circumstances are such that the patient's choice is medically reasonable. Non-emergency transportation by ambulance is also dependent upon the availability of appropriate personnel, vehicles, and medical necessity.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the City for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and City will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico and of the City in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The City may require the Provider's personnel to participate in training activities related to the performance

of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval of the City prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the City and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

6. SPANISH LANGUAGE PROGRAM:

Provider shall provide Spanish Classes to assist responders in acquiring fluency with Spanish terminology related to emergency response.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the City of Las Vegas City limits in seven (7) minutes maximum.

8. PROBLEM RESOLUTION:

All problems and issues between City and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such: coverage shall extend for three (3) years past the completion of the services rendered by the Company to Customer and the Company shall, upon request, provide Customer a Certificate of Insurance evidencing such extended coverage.

6. Certificates of Insurance.

Upon request, Provider shall furnish the City with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation, shall name the City, its agents employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the City in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, City, in its reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, City shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The City acknowledges that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the City agrees to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas hereinafter referred to as "City" or "Business Associate" and Provider, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the City.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a "Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas.

1.2. "Covered Entity" shall mean the Provider, "Provider."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

- 2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.
- 2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.
- 2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.
- 2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.
- 2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide City and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City Manager shall determine a resolution. The City Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

Work Session

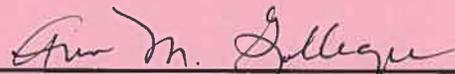
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/27/2015 DEPT: FINANCE MEETING DATE: 02/11/2015

**DISCUSSION ITEM/TOPIC: RESOLUTION #15-08 BUDGET ADJUSTMENT
RESOLUTION.**

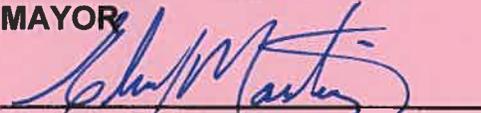
**BACKGROUND/RATIONALE: THE CITY OF LAS VEGAS IS IN NEED OF
INCREASING OR DECREASING THE FY2015 BUDGETED REVENUES OR
EXPENDITURES, TRANSFERS TO OR TRANSFERS FROM WITHIN VARIOUS
FUNDS.**

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-08

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by excess funds for the purposes of closing dormant funds; and to provide for additional grant funding for purposes as identified, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2015 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 2015;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS ____ DAY OF FEBRUARY, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Jan
Feb. 2015



CITY OF LAS VEGAS
1700 North Grand Ave. Las Vegas, NM 87701
505-454-1401 Fax: 505-425-7335

To: Ann Marie Gallegos, Finance Director

From:


Pamela Marrujo, Housing Director

Date: January 5, 2015

Re: Budget Adjustment Resolution Request #2

We are requesting a budget adjustment in the amount of \$30,000 in Fund 652-Operating Fund. Our operating subsidy has been coming in higher than originally budgeted and based off of our calculation (please see attachment), we are estimating that we will collect an additional \$44,000 however to be vigilant, we are only requesting a \$30,000 increase.

Please insert funds into the following line item:

652-0000-540-5793 Operating Subsidy
652-0000-610-7401 Maintenance of Building and Grounds

Please let me know if you have any questions. Thank you.

OFND Grant Information and trend analysis

Estimates	Month	Actual / Est	Budgeted	
	July	46,626.50	49,550.00	
	August	55,244.50	49,550.00	
	September	55,244.50	49,550.00	
	October	54,733.33	49,550.00	
	November	54,733.33	49,550.00	
	December	54,733.34	49,550.00	
	January	51,445.00	49,550.00	
*	February	53,251.50	49,550.00	
*	March	53,251.50	49,550.00	
*	April	53,251.50	49,550.00	Total
*	May	53,251.50	49,550.00	Actual & Estimates /
*	June	53,251.50	49,550.00	Budget
		639,018.00	594,600.00	<u><u>44,418.00</u></u>

* Average calculated by Total Amounts Collected/Total Months Collected

Year to Date Actual Vs. Budget

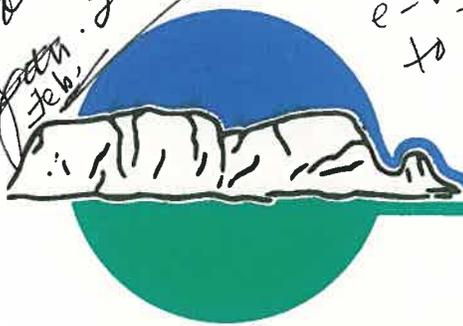
Actual	372,760.50
Budgeted	346,850.00
Difference	25,910.50
% up	7%

*Jan
Feb. 2015*

*e-mail
to Mandy
on 12/30*

CITY OF LAS VEGAS

1700 North Grand Ave. Las Vegas, NM 87701
505-454-1401 Fax: 505-425-7335



To: Ann Marie Gallegos, Finance Director

From: *Pamela Marrujo*
Pamela Marrujo, Housing Director

Date: December 8, 2014

Re: Budget Adjustment Resolution Request

*Homeownership
Program
Mandy Arrigo*

We are requesting a budget adjustment in the amount of \$200,000 from the 656-Homeownership Fund to the 652-Housing Operating Fund. These funds will be used for remodel projects already designated by the Housing Authority and HUD. Because the Homeownership Program has discontinued, HUD allows for funds that remain to be used for remodel projects.

Please insert funds into the following line item:

652-0000-650-8009 Betterments and Additions

Please let me know if you have any questions. Thank you.

Ann Marie Gallegos

From: Ann Marie Gallegos [amgallegos@ci.las-vegas.nm.us]
Sent: Tuesday, December 30, 2014 2:00 PM
To: 'Griego, Mandy V'
Cc: 'Elmer Martinez'; 'Pamela Marrujo'
Subject: RE: Asbestos Discussion

Good afternoon Mandy

Pam Marrujo, Housing Director has requested a budget adjustment of the amount of \$200,000 from the 656-Homeownership Fund to the 652-Housing Operating Fund. These funds will be used for remodel projects already designated by the Housing Authority and HUD.

Can I please have your approval to complete this transfer? Thank you and Happy New Year

Ann M. Gallegos
Finance

-----Original Message-----

From: Griego, Mandy V [mailto:Mandy.V.Griego@hud.gov]
Sent: Friday, July 18, 2014 2:00 PM
To: 'Ann Marie Gallegos'; 'Pamela Marrujo'
Cc: 'Elmer Martinez'
Subject: RE: Asbestos Discussion

Ann Marie, et.al.,

The Housing Authority is authorized to enter into contracts with Architects and Engineers for the purpose of administering the Capital Fund program. This includes any aspects of the procurement process within the scope of work of the A/E contract. I would be interested to know what audit records your auditor is looking for that pertain to this issue.

Thanks,

Mandy Griego
(505) 346-7357
Mandy.V.Griego@hud.gov
US Dept of HUD
500 Gold Ave SW, Suite 7301
PO Box 906
Albuquerque, NM 87103-0906

-----Original Message-----

From: Ann Marie Gallegos [mailto:amgallegos@ci.las-vegas.nm.us]
Sent: Friday, July 18, 2014 1:50 PM
To: 'Pamela Marrujo'
Cc: 'Elmer Martinez'; Griego, Mandy V
Subject: RE: Asbestos Discussion

Pam

For our audit records, it is probably best that we have something in writing from HUD. Thank you for following up on this issue.

Ann M. Gallegos

-----Original Message-----

From: Pamela Marrujo [mailto:pam@ci.las-vegas.nm.us]
Sent: Friday, July 18, 2014 9:57 AM
To: 'Ann Marie Gallegos'
Cc: 'Elmer Martinez'; 'Griego, Mandy V'
Subject: Asbestos Discussion

Ann Marie,

Regarding the Asbestos RFQ (request for quote) I wanted to share the scope of work for our Architect. See attached contract, page 5 at the bottom, under "Deliverables." It is part of the Architect's responsibilities to perform that duty as outlined in his contract. I discussed with HUD and they agree. If you would still like confirmation from HUD, please reply to all and our HUD Advisor will respond. Our architect will proceed with his process and will make the recommendation in time to award to the company at the July 28th special meeting. Please let me know if you have any questions. Thank you and have a nice day!

Pamela Marrujo
Executive Director
City of Las Vegas Housing Authority
2400 Sagebrush
Las Vegas, NM 87701
505-425-9463
pam@ci.las-vegas.nm.us

-----Original Message-----

From: copierha@ci.las-vegas.nm.us [mailto:copierha@ci.las-vegas.nm.us]
Sent: Friday, July 18, 2014 8:56 AM
To: Pamela Marrujo
Subject: A/E Scope

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf, Multi-Page

multifunction device Location: machine location not set
Device Name: XRX_0000AAD49ABF

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

Ann Marie Gallegos

From: Ann Marie Gallegos [amgallegos@ci.las-vegas.nm.us]
Sent: Wednesday, January 14, 2015 3:59 PM
To: 'Griego, Mandy V'
Cc: 'Elmer Martinez'; 'Pamela Marrujo'
Subject: RE: Asbestos Discussion

Mandy

Thank you for this information. We will proceed as recommended.

Ann M. Gallegos
Finance Director

-----Original Message-----

From: Griego, Mandy V [mailto:Mandy.V.Griego@hud.gov]
Sent: Tuesday, January 13, 2015 3:57 PM
To: 'Ann Marie Gallegos'
Cc: 'Elmer Martinez'; 'Pamela Marrujo'
Subject: RE: Asbestos Discussion

Good afternoon all,

According to the 4/1/2003 version of 24 CFR 906.15(b), which applies to public housing homeownership programs under Section 5(h) of the Act, sale proceeds may be used for any one or more of the following forms of housing assistance for low-income families, at the discretion of the PHA and as stated in the HUD-approved homeownership plan: (4) In connection with the PHA's other public housing that remains under ACC, for any purposes authorized for the use of operating funds under the ACC and applicable provision of the Act and Federal regulations, as included in the HUD-approved operating budgets."

Further, the attached letter from HUD's Special Applications Center affirmed the use of proceeds for this purpose. In accordance with this authorization provided, our office has instructed the PHA to transfer the funds remaining in the 5(h) homeownership program account to the public housing operating reserve. The 5(h) program was terminated effective 11/12/2013.

Please let me know if you have any additional questions.

Thanks,
Mandy Griego
(505) 346-7357
Mandy.V.Griego@hud.gov
US Dept of HUD
500 Gold Ave SW, Suite 7301
PO Box 906
Albuquerque, NM 87103-0906

-----Original Message-----

From: Ann Marie Gallegos [mailto:amgallegos@ci.las-vegas.nm.us]
Sent: Tuesday, December 30, 2014 2:00 PM
To: Griego, Mandy V
Cc: 'Elmer Martinez'; 'Pamela Marrujo'

Subject: RE: Asbestos Discussion

Good afternoon Mandy

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Finance

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Subject: RE: Asbestos Discussion

Ann Marie, et.al.,

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Albuquerque, NM 87103-0906

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Ann M. Gallegos

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Sent: Friday, July 18, 2014 9:57 AM

To: 'Ann Marie Gallegos'
Cc: 'Elmer Martinez'; 'Griego, Mandy V'
Subject: Asbestos Discussion

Ann Marie,

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Pamela Marrujo
Executive Director
City of Las Vegas Housing Authority
2400 Sagebrush
Las Vegas, NM 87701
505-425-9463
pam@ci.las-vegas.nm.us

-----Original Message-----

From: copierha@ci.las-vegas.nm.us [mailto:copierha@ci.las-vegas.nm.us]
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Subject: A/E Scope

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Attachment File Type: pdf, Multi-Page

multifunction device Location: machine location not set
Device Name: XRX_0000AAD49ABF

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

INTERIM LOAN AGREEMENT RENEWAL

Loan No. CWSRF 016

THIS INTERIM LOAN AGREEMENT RENEWAL (the "Renewal") is made and entered into this **21st day of November, 2014** by the New Mexico Environment Department ("NMED") and the **CITY OF LAS VEGAS** ("Borrower") (collectively the "Parties").

WHEREAS, NMED and the Borrower entered into an Interim Loan Agreement ("Agreement") on October 17, 2012;

WHEREAS, it has become necessary to renew the Agreement, which expired by its own terms on October 17, 2014;

WHEREAS, a continuation of the Agreement and an increase in loan subsidy grant funding in the amount of **\$190,000.00 will allow for the completion of Project No. CWSRF 016;**

NOW THEREFORE, the Parties do mutually agree to renew the Agreement until **December 31, 2015**. All conditions of the Agreement shall continue in full force and effect until **December 31, 2015**. The following sections are hereby amended or added upon the execution of this Renewal:

SECTION III. LOAN AMOUNT – 3rd Paragraph

Provided the Borrower complies with the Construction Conditions and the Loan Subsidy Grant Requirements below, the loan and grant subsidy amount will be available until **December 31, 2015**.

SECTION IV. LOAN SUBSIDY GRANT AWARD AMOUNT:

NMED has received a federal grant award from the Environmental Protection Agency ("EPA"). Subject to the terms and conditions set forth in the Agreement, NMED agrees to award the Borrower a grant funded from NMED's federal grant award to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: **Six Hundred Seventy Four Thousand Dollars and No Cents (\$674,000.00) ("Grant Subsidy")**. By executing this Renewal and accepting Grant Subsidy funds, the Borrower is a sub-recipient of the federal grant award and subject to the EPA Sub-recipient Conditions enumerated in Section VI of the Agreement.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Public Works

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Resolution #15-06 adopting the City of Las Vegas' Section 3 Plan

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-06

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
SECTION 3 PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Section 3 Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Section 3 Plan is approved for implementation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

Dave Romero, Jr., City Attorney

EXHIBIT 1-T

**CITY OF LAS VEGAS
SECTION 3 PLAN**

The City of Las Vegas is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The City of Las Vegas has appointed the Public Works Director or his/her Designee as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the City of Las Vegas shall:

1. Hiring
 - a. Advertise for all City positions in local newspapers, and in accordance with City Policy
 - b. List all City job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the City. This means that if two equally qualified persons apply and one is a resident of the City and one is not, the resident will be hired in accordance with City Policy
 - d. Maintain records of City hiring as specified on this form

ANTICIPATED			HIRING 2015	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City or Residents	# of Positions Filled	Positions Filled by Lower Income City Residents
Office/Clerical	1	1	0	0
Laborer	2	2	2	2
Seasonal	17	17	17	17

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

- a. The City will compile a list of businesses, suppliers and contractors located in the City.
- b. These vendors will be contacted for bid or quotes whenever the City requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the City and one from outside the City, the contract will be awarded to the business located within the community.

3. Training

The City shall maintain a list of all training programs operated by the City and its agencies and will direct them to give preference to City residents. The City will also direct all CDBG sponsored training to provide preference to City residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the

execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in Las Vegas, NM and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for San Miguel County. Information contained in our Section 3 Plan reflects the status of the City employees regarding lower income considerations based on their salary paid by the City.

Alfonso E. Ortiz, Jr., Mayor

Date

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Public Works

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Resolution #15-09, adopting the City of Las Vegas' Citizen Participation Plan

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-09

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
CITIZEN PARTICIPATION PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Citizen Participation Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Citizen Participation Plan is approved for implementation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

Dave Romero, Jr., City Attorney

EXHIBIT 1-P

CITY OF LAS VEGAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CITIZEN PARTICIPATION PLAN

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the City of Las Vegas has prepared and adopted this Citizen Participation Plan.

Objective A

The City of Las Vegas will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income.

Action items:

- 1. Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of City upcoming meetings, actions and functions.*
- 2. Develop press releases on City meetings, actions and hearings and circulate to newspapers, radio and television media.*
- 3. Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

The City of Las Vegas will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

- 1. Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
- 2. Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
- 3. Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

The City of Las Vegas will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the City. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the City upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

The City of Las Vegas will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

The City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
 2. *Allow for appeal of a decision to a neutral authority.*
 3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*
-

Objective F

The City of Las Vegas will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
 2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*
-

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Public Works

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Resolution #15-10, adopting the City of Las Vegas' Citizen Residential Anti-Displacement and Relocation Assistance Plan

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-10

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
RESIDENTIAL ANTI-DISPLACEMENT
AND RELOCATION ASSISTANCE PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Residential Anti-Displacement and Relocation Assistance Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Citizen Participation Plan is approved for implementation; Residential Displacement and Relocation Plans applicable to the Las Vegas Housing Authority must be adopted by a specific and separate resolution.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

David Romero, Jr., City Attorney

Exhibit 1-R

CITY OF LAS VEGAS RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, **The City of Las Vegas** must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps **The City of Las Vegas** will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. **The City of Las Vegas** Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within the **City of Las Vegas** to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the **City of Las Vegas** has provided information demonstrating that such a proposed replacement is consistent with the needs

assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.

- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the City of Las Vegas and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before the City of Las Vegas enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the City of Las Vegas must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
 - 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.
- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within City of Las Vegas. In making such a determination, State of New Mexico Department of Finance and Administration Local

Government Division will consider such factors as vacancy rates, numbers of lower-income units in the City of Las Vegas and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the City of Las Vegas must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
 2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the "Total Tenant Payment", as

determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within City of Las Vegas

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the City of Las Vegas for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the City of Las Vegas or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.

3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the **City of Las Vegas** determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The **City of Las Vegas** determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. **Cost of Relocation Assistance** The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the City of Las Vegas covering the rehabilitation or demolition.

IX. Grievances

The City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The City of Las Vegas herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____
Alfonso E. Ortiz, Jr., Mayor

_____ Date

Copy to Local Government Division with attachments

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Utilities

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Award bid for Taylor Well No. 7 Blending to Hays Plumbing & Heating Inc.

BACKGROUND/RATIONALE: The 2011 Preliminary Engineering Report (PER) included the Well No. 7 Project. To increase the potable water supply the City approved the design of a project that would blend water from Well No. 7 with water from Well No.'s 2, 2R and 4. Phase II includes the installation of a new water tank at TW4 and a booster pump station at the Valencia Tank this will allow approximately 800,000 GPD from the Taylor Well Field to be use in Zones 2 and 3.

Advertised: December 10, 2014: Optic, Albuquerque Journal and City Website.
Bid Opening: January 21, 2015
Number of Bidders: 5 (see attached bid tabulation)
Lowest Bid: Hays Plumbing & Heating, Inc.
Amount: \$580,065.84 excluding NMGRT
Funding Source: WTB 287
Line Item Number: 646-0000-610-7305

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**

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

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Taylor Well 7 Blending PH2

PROJECT NUMBER: UT-WGW 2013-1

PROJECT DESCRIPTION: To increase the potable water supply the City approved the design of a project that would blend water from Well No 7 with the water from Well No's 2, 2R and 4. Phase II includes the installation of a new water tank at TW 4 and a booster pump station at the Valencia Tank. This will allow approximately 800,000 GPD from the Taylor Well Field to be used in Zones 2 & 3.

PROJECT STATUS: Bids have opened. Prepared to award to the low bidder

ACTION REQUESTED: Requesting Approval/Disapproval to award contract to low bidder Hays Plumbing

FUNDING SOURCES

SRF 2878	\$ 49,862.00
WTB 287	\$878,000.00
<u>Federal</u>	<u>\$0</u>
Total Funds	\$927,862.00

ESTIMATED EXPENDITURES w/GRT

Design	\$ 49,862.00
Engineering Services	\$ 89,000.00
<u>Construction</u>	<u>\$627,316.84</u>
Total w/ GRT	\$ 766,178.84

ACTION TIMELINE: Requesting Approval/Disapproval to enter into contract with Hays Plumbing.
Information: Lot 2 may not be required if Luna bypass provides the needed pressure.

BUDGET LINE ITEM: 646-0000-610-7305

ACTION	DESCRIPTION	DATE
Loan/Grant	<u>2878-DW</u> Grant (75%): \$37,396.50 Loan (25%): \$12,465.50	6/21/13
Loan/Grant	<u>WTB 287</u> Grant (75%): \$ 790,200.00 Loan (25%): \$ 87,800	Awarded not closed
Engineer Services Agreements	Contract 2679-13 Task Order 2878-5 – Design Services \$ 49,862.00 Task Order 2878-5.1 – Construction Services \$ 89,000.00 Engineering Total - \$138,862.00	12/16/13 1/24/13
Construction Estimate	<u>Egrs Est for Luna Tank Rehab - \$660,261.88</u>	11/1/14
Loan/Subsidy Agreement	WTB awarded revised scope	3/21/14
Bid Document Review	Bid # 2015-16	November
Advertisement	December 10 th 2014	
Bid Opening	January 21 st 2015	1/21/15
Bid Tabulation	Contractor_Hays Plumbing__ Amount \$626,833.65__ Contractor_White Cloud Pipeline__ Amount \$680,414.45__ Contractor_File Construction__ Amount \$695,624.14__ Contractor_New Image Const__ Amount \$684,035.63__ Contractor_AUI Inc__ Amount \$858,369.61__	1/27/15
Engineer's Recommendation	Contractor Hays Plumbing	
Staff Recommendation	Award to Hays	
Committee Recommendation	On agenda for approval/disapproval	
Council Approval	On agenda for approval/disapproval	
Notice To Proceed		

MOLZENCORBIN

January 27, 2015

Mr. Ken Garcia
Utilities Director
City of Las Vegas
905 12th Street
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award
Taylor Well No. 7 – Phase II**

LVG133-12

Dear Mr. Garcia:

The City of Las Vegas received five ⁵(3) Bids on January 21, 2015 for the Taylor Well No. 7 – Phase II Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing & Heating, Inc. in the amount of \$626,833.65, including NMGRT.

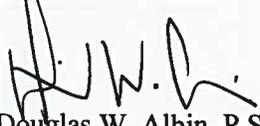
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, ES02 and EL01, with License No. 8243.

If the City agrees to award this project to Hays Plumbing & Heating, Inc., please sign the enclosed Notice of Award (NOA) and return to Molzen Corbin. We understand that the Owner reserves the right to award or reject any Bid, or negotiate a change in scope to reduce the Contract Amount, as well as waive any technical irregularities in the Bids. If the City and the Contractor agree to a reduction in the scope of work, it would be in the form of a Change Order.

Please call me or Clayton H. Ten Eyck, P.E., at (505) 242-5700 if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin, P.S.

DWA:tt
Enclosures

cc: Ms. Andrea Telmo, P.E., NMED-CPB

Notice of Award

Date: _____

Project:	Taylor Well No. 7 – Phase II	Engineer's Project No.: LVG133-12
Owner:	City of Las Vegas	
Bidder:	Hays Plumbing and Heating, Inc.	
Bidder's Address:	600 Railroad Avenue Las Vegas, New Mexico 87701	

You are notified that your Bid dated January 21, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Taylor Well No. 7 – Phase II.

The Contract Price of your Contract is Six Hundred Twenty Seven Thousand, Three Hundred Sixteen and 84/100 Dollars (\$627,316.84), including NMGRT.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award:

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas

Owner

By: _____

Authorized Signature

Title

Hays Plumbing and Heating, Inc.

Contractor

By: _____

Authorized Signature

Title

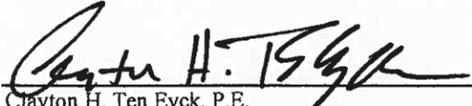
Bid Tabulation
Taylor Well No. 7 Blending - Phase II
City of Las Vegas
Bid Opening: January 21, 2015

Item No.	Description	Unit	Qty	Engineer's Estimate		Hays Plumbing & Heating, Inc.		White Cloud Pipeline Corporation		File Construction, LLC		New Image Construction, Inc.		AUI, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	500,000 gallon water tank at TW-4	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 378,341.00	\$ 378,341.00	\$ 362,020.00	\$ 362,020.00	\$ 422,954.34	\$ 422,954.34	\$ 385,000.00	\$ 385,000.00	\$ 473,118.00	\$ 473,118.00
2	Site work at Taylor Well No. 4 including yard piping and chain link fence.	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,069.00	\$ 40,069.00	\$ 92,722.00	\$ 92,722.00	\$ 36,374.83	\$ 36,374.83	\$ 50,000.00	\$ 50,000.00	\$ 110,054.00	\$ 110,054.00
3	Electrical work at Taylor Well No. 4	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,560.00	\$ 9,560.00	\$ 10,713.00	\$ 10,713.00	\$ 21,576.99	\$ 21,576.99	\$ 20,000.00	\$ 20,000.00	\$ 16,741.00	\$ 16,741.00
4	New 15' wide x 8" thick gravel base course road, including "V" ditches.	SY	900	\$ 40.00	\$ 36,000.00	\$ 7.20	\$ 6,480.00	\$ 11.87	\$ 10,683.00	\$ 22.28	\$ 20,052.00	\$ 20.00	\$ 18,000.00	\$ 14.00	\$ 12,600.00
5	Furnish and install new Booster Pump Station Valencia Tank, complete in place	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 49,167.16	\$ 49,167.16	\$ 55,949.00	\$ 55,949.00	\$ 48,541.26	\$ 48,541.26	\$ 50,000.00	\$ 50,000.00	\$ 64,167.00	\$ 64,167.00
6	Electrical work at Valencia Tank	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,262.00	\$ 15,262.00	\$ 9,024.00	\$ 9,024.00	\$ 10,992.06	\$ 10,992.06	\$ 10,000.00	\$ 10,000.00	\$ 7,610.00	\$ 7,610.00
7	Site work at the Valencia Tank including yard piping	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 21,186.68	\$ 21,186.68	\$ 28,538.00	\$ 28,538.00	\$ 23,232.42	\$ 23,232.42	\$ 40,000.00	\$ 40,000.00	\$ 50,037.00	\$ 50,037.00
8	Electrical Extension Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
10	Construction Contingency Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
11	Control Panel Programming Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 611,000.00	\$ 611,000.00	\$ 580,065.84	\$ 580,065.84	\$ 629,649.00	\$ 629,649.00	\$ 643,723.90	\$ 643,723.90	\$ 633,000.00	\$ 633,000.00	\$ 794,327.00	\$ 794,327.00
NMGRT @ 8.0625%				\$ 49,261.88	\$ 49,261.88	* \$ 46,767.81	* \$ 46,767.81	\$ 50,765.45	\$ 50,765.45	\$ 51,900.24	\$ 51,900.24	\$ 51,035.63	\$ 51,035.63	\$ 64,042.61	\$ 64,042.61
Total Estimated Construction Cost				\$ 660,261.88	\$ 660,261.88	* \$ 626,833.65	* \$ 626,833.65	\$ 680,414.45	\$ 680,414.45	\$ 695,624.14	\$ 695,624.14	\$ 684,035.63	\$ 684,035.63	\$ 858,369.61	\$ 858,369.61

	Yes (5%)	Yes (10%)	Yes (5%)	Yes (10%)	Yes (5%)	Yes (10%)	Yes (5%)	Yes (10%)
For Ranking Purposes: Resident Contractor Pref. (5%)	NA	\$551,062.55	NA	\$611,537.71	NA	NA	NA	NA
For Ranking Purposes: Resident Veteran Contractor Pref. (10%, 8%, 7%)	NA	\$566,684.10	NA	\$738,724.11	NA	NA	NA	NA
BID AMOUNT RANKING AFTER PREFERENCE	#1	#2	#3	#4	#5			

*As corrected by Engineer due to Contractor's math error.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (**)


 Clayton H. Ten Eyck, P.E. 1/27/15

BID EVALUATION SUMMARY

BID DATE: January 21, 2015

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: TAYLOR WELL NO. 7 BLENDING- PHASE II

	Hay's Plumbing & Heating, Inc.	White Cloud	File Construction	New Image	AUI, Inc.
Bid Signed?	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes
Addendum No. 1 Acknowledged?	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	34206	379720	366062	20617
NMDWFS Registration No.	002369720111209	002269020110621	03008620130916	030259201403216	0189272011615
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, ES02, EL01	EE98, GA02, GF07, GF08, GF09, MS03, GS10	GB98, GF05, GF09	GB98, GF09	GA98, GB98, GF98, MM01, MM04, MS03, MS06, ES07
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	D&R Tank, Lanphere's Electric, Sunny Fence	Rocky Road Gravel Products, D&R Tank, Triwest Fence	Freeman Electric, D&R Tank, Sunny Fence	Electric Horseman, D&R Tank, Sunny Fence	D&R Tank, Electric Horseman
Are subcontractors registered with NMDWFS	Yes				Yes
Verification of Bid Bond	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Westfield Insurance Company NAIC#24112 underwriting capacity of \$99,119.00	Granite RE NAIC # 26310, underwriting capacity of \$1,702,000	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000
Total Base Bid Amount excluding NMGRT	\$580,065.84	\$629,649.00	\$643,723.90	\$633,000.00	\$794,327.00
Resident Contractor?	Yes	N/A	Yes	No certificate- included certificate for File	N/A
Resident Veteran Contractor?	No	Yes- 10%	No	No	Yes- 7%
Bid Amount Correct?	Yes	Yes	Yes	Yes	Yes
Amount with Preference Applied	\$551,062.55	\$566,684.10	\$611,537.71	\$633,000.00	\$738,724.11

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 21-Jan-2015

OPENING NO.: 2015-16

TIME: 1:00 PM

DEPARTMENT: UTILITIES - WATER

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

ITEM(S): **TAYLOR WELL NO. 7 BLENDING PHASE II**

RECEIVED FROM:	AMOUNT	PER ITEM:	Bid Bond	AFFIDAVIT NOTARIZED	CAMPAIGN DISC FORM
1 Hays Plumbing & Heating w/GRT	127,311.85		✓	✓	✓
2 New Image Const. w/GRT	184,035.13		✓	✓	✓
3 File Construction w/GRT	195,124.14		✓	✓	✓
4 White Cloud Pipeline Corp. w/GRT	680,414.45		✓	✓	✓
5 All in. w/GRT	858,369.61		✓	✓	✓
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Gary Raya	File Construction
2 David Lopez	New Image Construction
3 Douglas Albin	MOLZEN CORBIN
4 JES SANCHEZ	AUT inc.
5 RANDY HAYS	HAYS ISLH
6 SCOTT PATTERSON	White Cloud Pipeline
7 MARLA SILVAREY	File Construction
8	
9	
10	

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

OPENED BY: FINANCE DEPARTMENT

DATE: 1-21-15

DATE: 01-21-15

COPIES TAKEN BY:

DATE: 1/21/15

BIDDER INFORMATION

BIDDER: HAYS PLUMBING & HEATING, INC.

AUTHORIZED AGENT: Gordon Hays, President

ADDRESS: 600 RAILROAD AVENUE - LAS VEGAS, NM 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: SAME AS ABOVE

4 STATE PURCHASING RESIDENT CERTIFICATION NO: L0253274432

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): Well No. 7 Blending - Phase II

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }

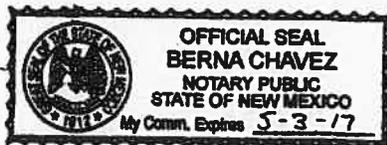
COUNTY OF SAN MIGUEL }

I, Gordon Hays, President of lawful age, being 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.

Gordon Hays
Signature

Subscribed and sworn to before me, this 21st day of January, 2015.

(SEAL)



Berna Chavez
Notary Public Signature
My Commission Expires: May 3, 2017

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/15

DEPT: Utilities

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Award bid for the Camp Luna Water Tank Rehabilitation to Hays Plumbing & Heating Inc.

BACKGROUND/RATIONALE: The purpose of this project is to drain, clean, repaint and make structural improvements to the 2.5 million gallon Camp Luna Water Tank. This project also includes the construction of two supplemental water tanks at Camp Luna and Cabin Site for the purpose of maintaining pressure to customers supplied by the tank. Lot 1 is Camp Luna Tank Rehab, Lot 2 is Camp Luna Supplemental Tank and Lot 3 is Cabin Site Supplemental Tank.

If this project takes place in Fiscal Year 2015, the engineering services will have to be budgeted.

Advertised: December 10, 2014-Optic, Albuquerque Journal and City Website.
Bid Opening: January 21, 2015
Number of Bidders: 3 (see attached bid tabulation)
Lowest Bid: Hays, Plumbing & Heating, Inc.
Amount: \$883,480.83 excluding NMGRT
Funding Source: SRF 2911, SRF 3043 and City Funding
Line Item Number: 646-0000-650-8759

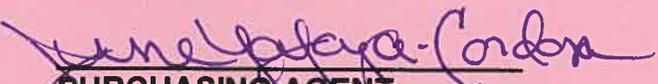
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

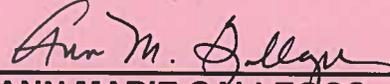

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER


PURCHASING AGENT
(FOR BID/RFP AWARD)


ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

MOLZENCORBIN

January 27, 2015

Mr. Ken Garcia
Utilities Director
City of Las Vegas
905 12th Street
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award
Camp Luna Water Tank Rehabilitation**

LVG141-11

Dear Mr. Garcia:

The City of Las Vegas received three (3) Bids on January 21, 2015 for the Camp Luna Water Tank Rehabilitation Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing & Heating, Inc. in the amount of \$954,711.47, including NMGRT for Lot No. 1, Lot No. 2, and Lot No. 3.

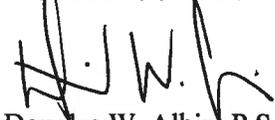
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, ES02 and EL01, with License No. 8243.

If the City agrees to award this project to Hays Plumbing & Heating, Inc., please sign the enclosed Notice of Award (NOA) and return to Molzen Corbin. We understand that the Owner reserves the right to award or reject any Bid, or negotiate a change in scope to reduce the Contract Amount, as well as waive any technical irregularities in the Bids. If the City and the Contractor agree to a reduction in the scope of work, it would be in the form of a Change Order.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700 if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin, P.S.

DWA:tt
Enclosures

cc: Ms. Andrea Telmo, P.E., NMED-CPB
Mr. Todd Johansen, NMFA



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Luna Water Tank Rehabilitation

PROJECT NUMBER: UT-WFS-2013-1

PROJECT DESCRIPTION: Rehabilitation of the Camp Luna 2.5 million gallon tank. Tank is used to store finished water, and has never been rehabilitated. This project is listed in the 2011 Preliminary Engineering Report (PER).

PROJECT STATUS: The Project has opened bids. And prepared to award to the low bidder

ACTION REQUESTED: Requesting Approval/Disapproval award contract to low bidder Hays Plumbing

FUNDING SOURCES

SRF 2911	\$ 45,117.21
City/SRF2911	\$ 73,320.41
City	\$ 66,647.40 (2016 Budget)
SRF 3043	\$888,800.00
Federal	\$0
Total Funds	\$1,073,885.02

ESTIMATED EXPENDITURES w/GRT

Design	\$ 45,117.21
Engineering Services	\$ 73,320.41
Construction Lot 1	\$697,780.87
Construction Lot 2	\$128,808.64
Construction Lot 3	\$128,857.89
Total w/ GRT	\$1,073,885.02

LINE ITEM NUMBER: 646-0000-650-8759/8775

ACTION	DESCRIPTION	DATE
Loan/Grant	<u>2911-DW</u> Grant (75%): \$33,837.91 Loan (25%): \$11,279.30	6/21/13
Loan/Grant	<u>3043-DW</u> Grant (75%): \$666,600.00 Loan (25%): \$222,200.00	6/27/14
Engineer Services Agreements	Contract 2679-13 Task Order 2013-3 – Design Services \$ 45,117.21 Task Order 2013-3.1 – Construction Services \$ 19,451.25 Task Order 2013-3.2 – Construction Observation \$ 53,869.16 Engineering Total - \$118,437.62	12/16/13 10/03/13 01/15/14 01/15/14
Construction Estimate	Camp Luna Tank Rehabilitation - \$783,777.31 City Contingency - \$ 31,050.39 Construction Estimate Total - \$894,050.39	11/1/14
Loan/Subsidy Agreement	City entered into binding commitment with NMFA	6/27/14
Engineering Services Agreement	Contract# _____ Task Order# _____ \$ 45,117.21 _____	
Bid Document Review	Bid # 2015-17	November
Advertisement	December 10 th 2014	
Bid Opening	January 21 st 2015	1/21/15
Bid Tabulation	Contractor_Hays Plumbing__ Amount \$954,711.47__ Contractor_File Construction__ Amount \$1,005,405.38__ Contractor_AUI Inc Amount \$1,173,445.28	1/27/15
Engineer's Estimate	\$ 783,777.31	
Engineer's Recommendation	Contractor Hays Plumbing	
Staff Recommendation	Award to Hays	
Committee Recommendation	On agenda for approval/disapproval	
Council Approval	On agenda for approval/disapproval	
Notice To Proceed		

Notice of Award

Date: _____

Project:	Camp Luna Water Tank Rehabilitation	Engineer's Project No.: LVG141-11
Owner:	City of Las Vegas	
Bidder:	Hays Plumbing and Heating, Inc.	
Bidder's Address:	600 Railroad Avenue Las Vegas, New Mexico 87701	

You are notified that your Bid dated January 21, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Camp Luna Water Tank Rehabilitation.

The Contract Price of your Contract is Nine Hundred Fifty Five Thousand, four Hundred Forty Seven and 41/100 Dollars (\$955,447.41), including NMGRT for Lot No. 1, Lot No. 2 and Lot No. 3.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas

Owner

By: _____

Authorized Signature

Title

Hays Plumbing and Heating, Inc.

Contractor

By: _____

Authorized Signature

Title

BID EVALUATION SUMMARY

BID DATE: January 21, 2015

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: Water Tank Rehabilitation

	Hay's Plumbing & Heating, Inc.	File Construction	AUI, Inc.
Bid Signed?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Addendum No. 1 &2 Acknowledged?	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	379720	20617
NMDWFS Registration No.	002369720111209	03008620130916	0189272011615
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, ES02, EL01	GB98, GF05, GF09	GA98, GB98, GF98, MM01, MM04, MS03, MS06, ES07
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes		Yes
Subcontractor listed in Bid	D&R Tank, Riley Industrial Services, Inc.	D&R Tank, Riley Industrial Services, Inc., Prodigy Builders	D&R Tank, Riley Industrial Services, Inc.
Are subcontractors registered with NMDWFS	Yes		Yes
XP-215 MBE/WBE/SBRA	Yes	Yes	Yes
5700-49 EPA Certificate Regarding Debarment	Yes	Yes	Yes
XP-211 Bidder's EEO Certification	Yes	Yes	Yes
XP-315 Davis Bacon Certification	Yes	Yes	Yes
DBE Form	Yes	Yes	Yes
Verification of Bid Bond	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Westfield Insurance Company NAIC#24112 underwriting capacity of \$99,119.00	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000
Lot #1	\$645,222.35	\$659,980.18	\$697,753.00
Lot #2	\$119,106.47	\$146,512.51	\$173,249.00
Lot #3	\$119,152.01	\$123,899.76	\$214,893.00
Total Base Bid Amount excluding NMGRT	\$883,480.83	\$930,392.49	\$1,085,895.00
Bid Amount Correct?	Yes	No- as corrected due to math error	Yes

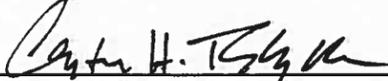
NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

Bid Tabulation
Water Tank Rehabilitation
City of Las Vegas
Bid Opening: January 21, 2015

Item No.	Description	Unit	Qty	Engineer's Estimate		Hays Plumbing & Heating, Inc.		File Construction		AUI, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
LOT NO. 1 (CAMP LUNA TANK)											
1	Drain, clean, and paint the interior of the 2.5 million gallon welded steel water tank.	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 377,594.00	\$ 377,594.00	\$ 366,728.63	\$ 366,728.63	\$ 400,011.00	\$ 400,011.00
2	Clean and paint the exterior of the 2.5 million gallon water tank.	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 119,371.00	\$ 119,371.00	\$ 148,530.12	\$ 148,530.12	\$ 117,423.00	\$ 117,423.00
3	Structural improvements to 2.5 million gallon tank, including new 36" manway, repair target, and replacement of roof panels.	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 98,127.11	\$ 98,127.11	\$ 95,063.56	\$ 95,063.56	\$ 127,941.00	\$ 127,941.00
4	Remove and replace existing cathodic protection	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,130.24	\$ 15,130.24	\$ 14,657.87	\$ 14,657.87	\$ 17,378.00	\$ 17,378.00
5	Pre-Authorized Construction Changes	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
6	Laboratory Testing	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 505,000.00		\$ 645,222.35		\$ 659,980.18		\$ 697,753.00	
NMGRT @ 8.0625%				\$ 40,715.63		* \$ 52,021.05		\$ 53,210.90		\$ 56,256.34	
Total Estimated Construction Cost				\$ 545,715.63		* \$ 697,243.40		\$ 713,191.08		\$ 754,009.34	
LOT NO. 2 (CAMP LUNA SUPPLEMENTAL)											
1	New 27,000 gallon tank	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 93,641.47	\$ 93,641.47	\$ 106,115	\$ 106,114.54	\$ 107,542.00	\$ 107,542.00
2	All yard piping, valves, and fittings, complete in place	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 22,965.00	\$ 22,965.00	\$ 29,272.74	\$ 29,272.74	\$ 32,600.00	\$ 32,600.00
3	New concrete slab for tank	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 11,125.24	\$ 11,125.24	\$ 33,107.00	\$ 33,107.00
Subtotal				\$ 106,000.00		\$ 119,106.47		\$ 146,512.52		\$ 173,249.00	
NMGRT @ 8.0625%				\$ 8,546.25		* \$ 9,602.96		\$ 11,812.57		\$ 13,968.20	
Total Estimated Construction Cost				\$ 114,546.25		* \$ 128,709.43		\$ 158,325.09		\$ 187,217.20	
LOT NO. 3 (CABIN SITE SUPPLEMENTAL)											
1	Remove and dispose of existing tree stumps	EA	7	\$ 400.00	\$ 2,800.00	\$ 215.00	\$ 1,505.00	\$ 296.09	* \$ 2,072.63	\$ 3,270.00	\$ 22,890.00
2	New 30,000 gallon tank	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 105,091.17	\$ 105,091.17	\$ 106,339.17	\$ 106,339.17	\$ 120,703.00	\$ 120,703.00
3	Remove and dispose of existing earthen berms	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,675.60	\$ 2,675.60	\$ 9,793.00	\$ 9,793.00
4	Relocate existing level transmitter	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 471.67	\$ 471.67	\$ 6,683.00	\$ 6,683.00
5	New 6 x 6 x 4 tapping sleeve, tapping valve, and 4" water line	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,855.84	\$ 5,855.84	\$ 2,476.76	\$ 2,476.76	\$ 21,717.00	\$ 21,717.00
6	New concrete slab for tank	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,863.96	\$ 9,863.96	\$ 33,107.00	\$ 33,107.00
Subtotal				\$ 114,300.00		\$ 119,152.01		* \$ 123,899.79		\$ 214,893.00	
NMGRT @ 8.0625%				\$ 9,215.44		* \$ 9,606.63		* \$ 9,989.42		\$ 17,325.75	
Total Estimated Construction Cost				\$ 123,515.44		* \$ 128,758.64		* \$ 133,889.21		\$ 232,218.75	
TOTAL ESTIMATED CONSTRUCTION COST (excluding NMGRT)				\$ 725,300.00		* \$ 883,480.83		* \$ 930,392.49		\$ 1,085,895.00	
TOTAL ESTIMATED CONSTRUCTION COST (including NMGRT)				\$ 783,777.31		* \$ 954,711.47		* \$ 1,005,405.38		\$ 1,173,445.28	

*As corrected by Engineer due to Contractor's math error.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an ((*))


 Clayton H. Ten Eyck, P.E. 1/27/15

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 21-Jan-2015

OPENING NO.: 2015-17

TIME: 2:00 PM

DEPARTMENT: UTILITIES - WATER

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

ITEM(S): CAMP LUNA WATER TANK REHABILITATION

RECEIVED FROM:	AMOUNT	PER ITEM:	Bid Bond	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
File Construction w/ 3 bids	Lot 1 713,191.08		✓	✓	✓
	Lot 2 198,356.08				
	Lot 3 133,889.18				
AUT inc.	Lot 1 754,009.34		✓	✓	✓
	Lot 2 187,217.20				
	Lot 3 232,218.20				
Hays Plumbing & Heating	Lot 1 697,748.20		✓	✓	✓
	Lot 2 120,808.00				
	Lot 3 128,857.00				

COMPANY REPRESENTATIVE	COMPANY NAME
Randy Hays	HAYS P&H
JOE SANCHEZ	AUT inc.
DOUGLAS ALBIN	MOLZEN CORBIN
Michael Hays	Michael Hays - P&H
GARY RAY	File Construction
MARIA GUNAWAY	CUV

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
[Signature]
DATE: 1-21-15

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 1-21-15

COPIES TAKEN BY:
[Signature]
DATE: 1/21/15

BIDDER INFORMATION

BIDDER: HAYS PLUMBING & HEATING, INC.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 RAILROAD AVENUE - LAS VEGAS, NM 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: SAME AS ABOVE

STATE PURCHASING RESIDENT CERTIFICATION NO: L0253274432

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): Camp Luna Water Tank Rehabilitation

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }

COUNTY OF SAN MIGUEL }

I, Gordon Hays, President, of lawful age, being 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.

Gordon Hays
Signature

Subscribed and sworn to before me, this 21st day of January, 2015.



Berna Chavez
Notary Public Signature
Commission Expires: May 3, 2017

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CAMP LUNA TANK REHAB

Item No.	Description	Unit	Qty.	Unit Price	Amount
LOT #1 CAMP LUNA TANK REHAB					
1	DRAIN CLEAN AND PAINT THE INTERIOR OF THE 2.5 MILLION GALLON TANK	LS	1	\$ 377,594.00	\$ 377,594.00
2	CLEAN AND PAINT THE EXTERIOR OF THE 2.5 MILLION GALLON WATER TANK	LS	1	\$ 119,371.00	\$ 119,371.00
3	STRUCTURAL IMPROVEMENTS TO THE 2.5 MILLION GALLON TANK INCLUDING NEW 36" MANWAY, REPAIR TARGET, AND REPLACEMENT OF ROOF PANELS	LS	1	\$ 98,127.11	\$ 98,127.11
4	REMOVE AND REPLACE EXISTING CATHODIC PROTECTION SYSTEM	LS	1	\$ 15,130.24	\$ 15,130.24
5	PRE AUTHORIZED CONSTRUCTION CHANGES	ALLOW	1	\$ 25,000.00	\$ 25,000.00
6	LABORATORY TESTING	ALLOW	1	\$ 10,000.00	\$ 10,000.00
LOT #1 SUBTOTAL					645,322.39
GROSS RECEIPTS TAX					52,575.94
LOT #1 BID AMOUNT					697,898.29
LOT #2 NEW 27000 GALLON WATER TANK					
1	NEW 27000 GALLON WATER TANK	LS	1	\$ 93,641.47	\$ 93,641.47
2	ALL YARD PIPING, VALVES, AND FITTINGS, COMPLETE IN PLACE	LS	1	\$ 22,965.00	\$ 22,965.00
3	NEW CONCRETE SLAB FOR TANK	LS	1	\$ 2,500.00	\$ 2,500.00
LOT #2 SUBTOTAL					119,106.47
GROSS RECEIPTS TAX					9,762.17
LOT #2 TOTAL BID AMOUNT					128,868.64
LOT #3 REMOVE EXISTING TRENCHES					
1	REMOVE AND DISPOSE OF EXISTING TREE STUMPS	EA	7	\$ 215.00	\$ 1,505.00
2	NEW 30,000 GALLON WATER TANK	LS	1	\$ 105,091.17	\$ 105,091.17
3	REMOVE AND DISPOSE OF EXISTING EARTHEN BERMS	LS	1	\$ 1,200.00	\$ 1,200.00
4	RELOCATE EXISTING LEVEL TRANSMITTER	LS	1	\$ 3,000.00	\$ 3,000.00
5	NEW 6X4 TAPPING SLEEVE, TAPPING VALVE, AND 4" WATER LINE COMPLETE IN PLACE	LS	1	\$ 5,855.84	\$ 5,855.84
6	NEW CONCRETE SLAB FOR TANK	LS	1	\$ 2,500.00	\$ 2,500.00
LOT #3 SUB TOTAL					119,152.01
GROSS RECEIPTS TAX					9,765.88
LOT#3 TOTAL BID AMOUNT					128,917.89

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/02/15

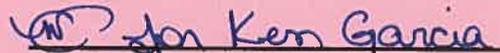
DEPT: Utilities

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Amendment #3 to the URS/(Now AECOM) contract for the Bradner Reservoir Enlargement Project.

BACKGROUND/RATIONALE: Based on new data collected from the test pit excavations completed in January 2015, URS is recommending additional drilling to investigate material properties. Drilling will focus on strength of bedrock and claystone at the intake and foundation locations. Samples of rock will also be collected and tested to evaluate foundation strength parameters for the embankment, intake tower and outlet works. Laboratory testing will be based on the actual materials encountered but will likely include unconfined compression tests, direct shear and/or triaxial tests and slake durability. Additional fee is within the contingencies estimate.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)


ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Dam Rehabilitation/Expansion **PROJECT NUMBER:** UT-WS-2013-4

PROJECT DESCRIPTION: At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, raw water storage by increasing capacity at the Bradner Dam is of utmost importance to the overall functioning of the entire water system.

ACTION TIMELINE: Request approval of URS Bradner Amendments 1 & 2 **LINE ITEM NUMBER:** 646-0000-650-8741

Engineers Estimate \$30,527,369.95

FUNDING SOURCES

City Funds	\$ 828,991.00
Capital Outlay '13	\$ 1,800,000.00
Capital Outlay '14	\$ 9,694,846.00
WTB	\$ 4,000,000.00
SRF	\$15,103,441.99
	<u>\$31,427,278.99</u>

ESTIMATED EXPENDITURES

Pre Design	\$ 871,476.79
Design	\$ 2,887,330.66
Egr Services	\$ 3,000,000.00
Construction	\$ 24,000,000.00
	<u>\$30,758,807.45</u>

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 13-1424 \$1.8M Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M SRF 3142 \$20.0M WTB 317 \$4.0M	06/30/2013
Authorized Ordinance		
Loan/Subsidy Agreement	State of New Mexico Office of the State Engineer Agreement	08/07/13
Engineering Services Agreement	Bradner Pre-Design w/URS Inc. Bradner Phase II w/URS Inc.	02/01/2013 08/07/2013
Bid Document Review	NA	
RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation	Item was discussed with Utility Advisory Committee	11/12/14
Council Approval	Item taken to City Council Worksession for Discussion and City Council for Approval	11/12/14
Notice to Proceed		



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Dam Rehabilitation/Expansion **PROJECT NUMBER:** UT-WS-2013-4

PROJECT DESCRIPTION: At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, raw water storage by increasing capacity at the Bradner Dam is of utmost importance to the overall functioning of the entire water system.

ACTION TIMELINE: Request approval of URS Bradner Amendments 1 & 2 **LINE ITEM NUMBER:** 646-0000-650-8741

Engineers Estimate \$30,527,369.95

FUNDING SOURCES

City Funds	\$ 828,991.00
Capital Outlay '13	\$ 1,800,000.00
Capital Outlay '14	\$ 9,694,846.00
WTB	\$ 4,000,000.00
SRF	\$15,103,441.99
	\$31,427,278.99

ESTIMATED EXPENDITURES

Pre Design	\$ 871,476.79
Design	\$ 2,887,330.66
Egr Services	\$ 3,000,000.00
Construction	\$ 24,000,000.00
	\$30,758,807.45

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 13-1424 \$1.8M Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M SRF 3142 \$20.0M WTB 317 \$4.0M	06/30/2013
Authorized Ordinance		
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RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation	Item was discussed with Utility Advisory Committee	11/12/14
Council Approval	Item taken to City Council Worksession for Discussion and City Council for Approval	11/12/14
Notice to Proceed		

Amendment 3
Bradner Reservoir Enlargement Project
Additional Geotechnical Technical Investigations
Scope of Work, Schedule, and Budget

Introduction

When the geotechnical field investigation program was performed for the Pre-Design phase the reservoir was in operation and access to the reservoir bottom was not possible. The City of Las Vegas (City) has since drained the reservoir to prepare for construction which gives the opportunity to access the foundation dam centerline. URS excavated test pits in the bottom of the valley that was previously inundated by the reservoir. The test pits were excavated and logged under URS' present agreement. The results of the test pits confirmed that the bedrock geology is similar to what was expected and shown on the geologic map included in the baseline report dated February 2014. The results of the test pits also revealed that the bottom of the reservoir was previously mined as a borrow source, presumably for materials to construct the existing main and auxiliary dams. This mining resulted in an irregular surface that will impact the location of the intake tower and outlet works. In addition, since overburden material is no longer present in the valley bottom and will not be available for use as clay core material for the new dam, the clay core borrow area in claystone located further upstream will need to be reconfigured and enlarged. Most of the Upper Chinle Formation consisted of cemented siltstone, fine sandstone and a lesser amount of shale and claystone. A bed of claystone within the Upper Chinle Formation was observed in the valley bottom that will form part of the foundation of the new dam. This particular claystone bed appears weaker than other beds adjacent to it and will likely be the weakest bed in the foundation.

Based on this new data collected from test pit excavations, we recommend additional drilling in the valley bottom to investigate material properties. The drilling will focus on three items that include the strength of the bedrock at the intake tower location, the strength of the claystone beds in the foundation and the permeability of siltstone that may be more fractured than anticipated.

URS will drill three holes to depths of about 50 feet each. Test holes will be located along the dam centerline. Holes will be drilled using a light weight, track mounted coring rig with HQ sized core bits and drill string. Packer testing will be performed in the holes to provide data to evaluate potential seepage and for use with grout curtain design. Samples of rock will also be collected and tested to evaluate foundation strength parameters for the embankment, intake tower and outlet works.

Laboratory testing will be based on the actual materials encountered but will likely include unconfined compression tests, direct shear and/or triaxial tests and slake durability.

Schedule

The above scope of work will need to be approved by the City and initiated by February 9, 2015 so that we will be able to meet the design submittal deadline. The above scope will be completed within four weeks after the City approves the amendment on or before February 9, 2015 notice to proceed date.

Budget

The above scope of work will be performed on a time and materials with a not to exceed amount of \$105,000 per the Agreement. The amount does not include NM Gross Receipt taxes. The following table presents a summary of the costs.

Description	Budget
Field Drilling and Labor Cost	\$85,000
Laboratory Testing	\$5,000
Summary Memorandum	\$15,000
Total	\$105,000

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

ATTEST: _____

Type Name _____

Title _____

Date _____

OWNER: City of Las Vegas

By _____

Type Name _____

Title _____

Date _____

ATTEST: _____

Type Name _____

Title _____

Date _____

ENGINEER: URS Corporation

By  _____

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

Date February 1, 2014

**EXECUTIVE SUMMARY DP-1118
CITY OF LAS VEGAS RECLAIMED WASTEWATER PROGRAM**

1 PROJECT OBJECTIVE

The City's effluent reuse project was developed to provide for the safe use of reclaimed wastewater to offset the use of its limited potable water resources. The objective of the project is to produce effluent meeting New Mexico Environment Department (NMED) Class 1A standards and to reuse this vital resource in lieu of potable water. The effluent reuse project includes treatment, storage and distribution facilities and other improvements. The project is designed to deliver up to one million gallons per day (1.0 MGD) of treated effluent for purposes authorized under DP-1118.

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2 PROJECT CONFIGURATION

Treated effluent is delivered to points of discharge served by three pressure zones. From south (lower elevation) to north (higher elevation) these zones are:

Zone 3 – areas generally south of Mills Ave: During off peak (generally daytime) hours, effluent is pumped from the WWTP to a storage tank located at the west end of Valencia Road. This tank feeds the effluent distribution network within Zone 3, and the City's largest athletic fields. Bulk water fill stations will be sited at a number of locations.

Zone 2 – areas generally bounded by Mills Avenue and Legion Avenue and the north end of Cinder Road, including Luna College and extending northeast to the San Miguel County Yard: Effluent will be pumped to a storage tank and booster pumping station located on the north side of City Hall. Effluent will then be pumped through the Zone 2 distribution network to various points of discharge including City parks and the New Mexico Highlands University (NMHU) Golf Course, or during off-peak hours to two lined lagoons located to the south of Luna College. Effluent stored in these lagoons will either flow back by gravity to points of use in Zone 2 and Zone 3 or it could be boosted by pumps into storage in Peterson Reservoir or points of use in Zone 1.

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Zone 1– areas generally located north of Legion Avenue and Luna College: Effluent will be pumped into storage in Peterson Reservoir or directly to users/points of discharge located in Zone 1. Water stored in Peterson reservoir could also be delivered by gravity to most users located in the two lower zones. Peterson Reservoir would be converted to storage for reclaimed effluent only after Bradner Reservoir is enlarged and brought online as the City's primary storage facility for raw potable water. **SUMMARY OF CURRENT APPROVED DISCHARGES**

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1. Authorized discharge up to 520,000 gpd for the irrigation of most City owned parks and sport fields.
2. Transfer of up to 500,000 gpd additional to the NMHU golf course.
3. Unspecified transfers to other entities with their separate DP (e.g. public schools, San Miguel County).
4. Temporary uses through hauling from bulk water stations (2 authorized locations) that NMED has determined do not require DPs (dust control, fire suppression, and construction) and residential/commercial property landscaping (annual waiver program).

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4 SUMMARY OF PROPOSED DISCHARGES

1. All uses permitted under current DP.
2. Authorized discharge up to 999,999 gpd exclusive of transfers to other entities with their separate DP. Irrigation of 2 additional City owned parks.
3. Direct (purple line) deliveries to other city-owned properties.
4. Direct (purple line) deliveries to 2nd party entities that will not require their own DP.
5. Expanded number of bulk water fill stations and formal adoption of residential/commercial property landscaping waiver program.
6. Expand City and 2nd party authorized uses in accordance with Table 1 NMED Guidance document, *Above Ground Use of Reclaimed Domestic Wastewater*.

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Table 1. Approved Uses for Class 1A Reclaimed Wastewater

Irrigation of food crops ¹	Dust control
Impoundments (recreational or ornamental)	Irrigation of fodder, fiber, and seed crops for milk-producing animals
Irrigation of parks, school yards, golf courses	Irrigation of roadway median landscapes
Irrigation of urban landscaping	Irrigation of sod farms
Snow making	Livestock watering
Street cleaning	Soil compaction
Toilet flushing	Irrigation of forest trees (silviculture)
Backfill around non-potable piping	Concrete mixing

5 PROJECT DEVELOPMENT PROPOSAL

¹ Irrigation of food crops should only be allowed for food crops when there is no contact between the edible portion of the crop and the wastewater. Spray irrigation is prohibited for food crops.

The development and implementation of the City's expanded reclaimed water program will require close cooperation between the City and the New Mexico Environment Department (NMED). This program is ambitious and unprecedented by New Mexico standards. The City recognizes that existing regulations and guidelines may need to be augmented to ensure that the program is protective of public health and the environment. The City also recognizes that there may be insufficient, locally-developed data that would allow the NMED to unconditionally allow the implementation of all the elements of this ambitious and innovative program.

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The City is therefore proposing a collaborative approach to address both regulatory gaps and the need for additional data to ensure that the proposed discharge of reclaimed wastewater at each site is protective of public health and the environment. As new facilities are incorporated into the program, regulations may need to be revised and updated. Key elements of the collaborative program and outcomes would include the following:

1. Review and approval by the NMED of those elements of DP-1118 application that do not represent new uses.
2. Conditional approval allowing City to implement the "new" project elements on a temporary or pilot-project basis subject. During this interim period the NMED and the City would collaborate on:
 - a. Review and analysis of outcomes of reclaimed wastewater programs in other jurisdictions.
 - b. Review of results from City's ongoing water quality sampling program and its expansion as needed.
 - c. Review of results from City's ongoing bench and pilot-scale program testing the efficacy of alternative advanced water treatment systems and its expansion as needed.
 - d. Review of reservoir liner requirements.
 - e. Development of model ordinances, rules and regulations.
3. Regularization of City's Discharge permit.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/02/15

DEPT: Utilities

MEETING DATE: 02/11/15

DISCUSSION ITEM/TOPIC: Award bid #2015-21 for Gas meters to M & M Sales, Inc.

BACKGROUND/RATIONALE: The Gas division went out for competitive sealed bids for gas meters. These meters are needed to complete the Automated Meter Reading project. The project is approximately 90% complete. The purchase of these meters will allow for completion of the project.

Advertised: January 16, 2015-Optic, Albuquerque Journal and City Website.
Bid Opening: January 29, 2015
Number of Bidders: 4 (see attached bid opening form)
Lowest Bid: M & M Sales, Inc. – \$32,284.86
Funding Source: Budgeted City funding
Line Item Number: 627-0000-650-8011

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER


PURCHASING AGENT
(FOR BID/RFP AWARD)


ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

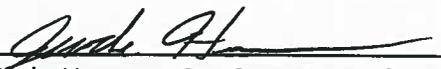


CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

ALFONSO E. ORTIZ, JR.
Mayor

To: Ken Garcia, Utilities Director

From: 
Jude Herrera, Gas Superintendent

Date: February 2, 2015

RE: Bid #2015-21 – American Gas Meter/AL-425 Diaphragms Meter and AC-630 Diaphragms Meter

Competitive sealed bids were opened on the January 29, 2015 for American Gas Meter/AL-425 Diaphragms Meter and AC-630 Diaphragms Meter

Pursuant to the request for bids, and scheduled bid opening, the City of Las Vegas received four (4) bids. Bids received were from Apex Instruments - did not bid on all items. Secor - no bid letter, Elster American Meters, non responsive (incomplete) and M & M Sales Inc. \$32,284.86, met all requirements.

We are requesting the bid to be awarded to M & M Sales Inc. for the total \$32,284.86. Line item number to be utilized is 627-0000-650-8011 (AMR)

Approved

Disapproved

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 29-Jan-2015

OPENING NO.: 2015-21

TIME: 2:00 PM

DEPARTMENT: GAS DEPT

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

ITEM(S): AMERICAN GAS METER/AL-425 DIAPHRAM METER AND AC-630 DIAPHRAM METER

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Apex Instruments Bid only #A & C	23,461.62		✓	✓
2 Secora - NO Bid Letter				
3 M+M Sales, Inc all items Bid	32,284.80		✓	✓
4 Elster American non responsive				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	CLV
2 <i>[Signature]</i>	CLV
3 <i>[Signature]</i>	CLV
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:

DATE: 1.

COPIES TAKEN BY: *[Signature]*
DATE: 1.29.15

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 1.29.15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan. 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

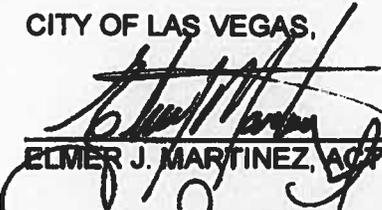
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

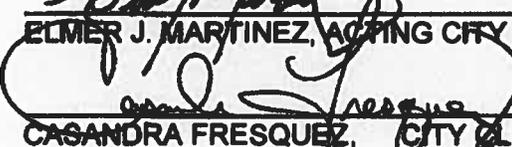
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 North Grand, Las Vegas NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

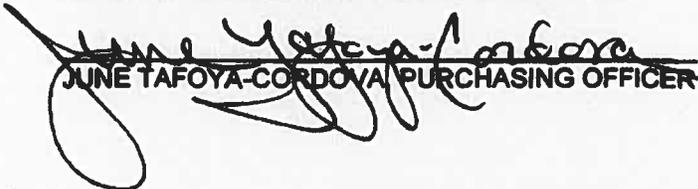
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published:

Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

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 2:00 pm, January 29, 2015 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 February, 2015. 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.

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 to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

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

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

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48		
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18		
C	Swivel, 425LT, GMI, Insulated	EA	66		
D	Swivel, 425LT, GMI, Non-Insulated	EA	66		
E	Washer 1-1/2" 45LT	EA	132		
F	Nut, 45LT, GMI	EA	132		
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
 P.O. Drawer J-T Albuquerque, New Mexico 87103
 (505) 823-7777

Account Number
 1032363

Ad Order Number
 0001196687

Ad Proof / Order Confirmation

CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS NM 87701-4731

<u>Ordered By</u>	IRENE ARCHULETA	<u>Customer Phone</u>	505-471-1407	<u>Pickup #</u>	
<u>Customer EMail</u>		<u>PO Number</u>	011615	<u>Joint Ad #</u>	
<u>Ad Cost</u>	\$41.58	<u>Sales Rep</u>	dnoel		
<u>Tax Amount</u>	\$2.91	<u>Order Taken by:</u>	dnoel		
<u>Total Amount</u>	\$44.49	<u>Payment Method</u>			
<u>Amount Due</u>	\$44.49	<u>Payment Amount</u>	\$0.00		

<u>Product</u>	Albuquerque Journal	<u>Placement</u>	Legal Notices
<u>Ad Number</u>	0001196687-01	<u>Classification</u>	Government-0000
<u>Ad Type</u>	APC-Legals	<u>Sort Text</u>	REQUESTFORBIDSTHECITYOFLASVE GASNEWMEXICOWILLOPENSEALEDBI
<u>Ad Size</u>	: 1.0 X 66 Li		
<u>Color</u>	<NONE>		
<u>Run Dates</u>	1/16/2015		

REQUEST FOR BIDS

Affidavits

0

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 01-29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices, ON THE FOLLOWING:

American Gas Meter/AL-425 Diaphragm Meter and AC-630 Diaphragm Meter

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: OFFICE OF THE CITY CLERK, 1700 N GRAND AVE LAS VEGAS, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: OFFICE OF THE CITY CLERK, 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked "American Gas Meter/AL-425 Diaphragm Meter and AC-630 Diaphragm Meter", Opening No. 2015-21; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the bid is delivered after the request

Albuquerque Publishing Company
7777 Jefferson N.E. Albuquerque, New Mexico 87109
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CITY OF LAS VEGAS

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

CITY OF LAS VEGAS,
Elmer Martinez
CITY MANAGER
Casandra Fresquez
CITY CLERK
Ann M. Gallegos
FINANCE DIRECTOR
June Tafuya-Cordova
PURCHASING OFFICER
Opening No. 2015-21
Date Issued: 01-13-2015
Journal: January 16, 2015

Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
 P.O. Drawer J-T Albuquerque, New Mexico 87103
 (505) 823-7777

Account Number
 1032363

Ad Order Number
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Ad Proof / Order Confirmation

CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS NM 87701-4731

<u>Ordered By</u>	IRENE ARCHULETA	<u>Customer Phone</u>	505-471-1407	<u>Pickup #</u>	
<u>Customer EMail</u>		<u>PO Number</u>	011615	<u>Joint Ad #</u>	
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<u>Total Amount</u>	\$44.49	<u>Payment Method</u>			
<u>Amount Due</u>	\$44.49	<u>Payment Amount</u>	\$0.00		

Product Albuquerque Journal
Ad Number 0001196687-01
Ad Type APC-Legals
Ad Size : 1.0 X 66 Li
Color <NONE>
Run Dates 1/16/2015

Placement
Classification
Sort Text

Legal Notices
 Government-0000
 REQUESTFORBIDSTHECITYOFLASVE
 GASNEWMEXICOWILLOPENSEALEDBI

Affidavits
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REQUEST FOR BIDS

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CITY OF LAS VEGAS

REQUEST FOR BIDS

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

CITY OF LAS VEGAS,
Elmer Martinez
CITY MANAGER
Casandra Fresquez
CITY CLERK
Ann M. Gallegos
FINANCE DIRECTOR
Juna Tafuya-Cordova
PURCHASING OFFICER
Opening No. 2015-21
Date Issued: 01-13-2015
Journal: January 16, 2015

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

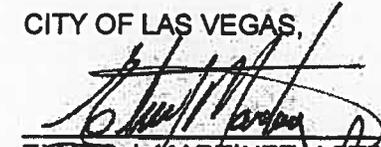
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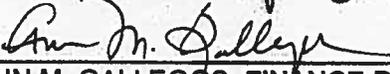
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

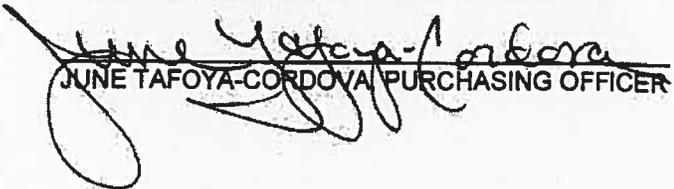
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published:

Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

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 2:00 pm, January 29, 2015 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 February, 2015. 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.

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: 85-0352764
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): 02-077773-006

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

BIDDER INFORMATION

BIDDER: M+M Sales, Inc.

AUTHORIZED AGENT: Joel Mohon

ADDRESS: 3415 Vassar Dr. N.E. Albuq. NM 87107

TELEPHONE NUMBER (505) 884-1733

FAX NUMBER (505) 888-4896

DELIVERY: LTL - Truck Common Carrier

STATE PURCHASING RESIDENT CERTIFICATION NO.: N.M. CRS 02-079773-006

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

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

Subscribed and sworn to before me, this 25 day of January, 2015.

(SEAL)

Joel Mohon
Signature

Betty White
Notary Public Signature

My Commission Expires: 10 April 2017

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48	399.95	19,197.60
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18	639.95	11,519.10
C	Swivel, 425LT, GMI, Insulated	EA	66	8.49	560.34
D	Swivel, 425LT, GMI, Non-Insulated	EA	66	4.99	329.34
E	Washer 1-1/2" 45LT	EA	132	.39	51.48
F	Nut, 45LT, GMI	EA	132	4.75	627.00
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

\$ 32,284.86
—
—
\$ 32,284.86

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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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.

Joel Mohan

Signature

1/27/15

Date

President - M+M Sales, Inc.

Title (Position)
Joel Mohan

COPY
we

REQUEST FOR BIDS

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American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

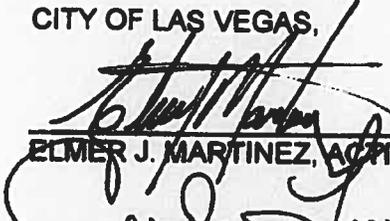
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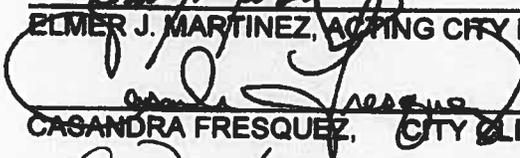
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 North Grand, Las Vegas NM 87701

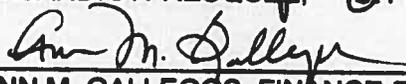
→ Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

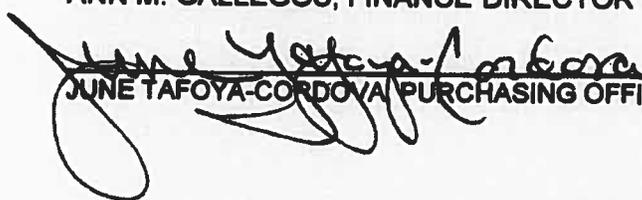
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published:

Albuquerque Journal

Las Vegas Optic

City website: www.lasvegasnm.gov

January 16, 2015
January 16, 2015

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 2:00 pm, January 29, 2015 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 February, 2015. 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.

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.

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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: 84-1463565
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): 031180941009

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

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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.

BIDDER INFORMATION

BIDDER: APEX INSTRUMENTS
AUTHORIZED AGENT: STEVE OLSON
ADDRESS: 7200 E. DRY CREEK RD. STE C-102, CENTENNIAL, CO 80112
TELEPHONE NUMBER (303) 804-0167
FAX NUMBER (303) 221-0058
DELIVERY: 10-12 WEEKS ARO
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Colorado
COUNTY OF Adams

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

Subscribed and sworn to before me, this 21 day of January, 2015.

Elizabeth J. Sherwood
Signature
Douglas W. Berger
Notary Public Signature
My Commission Expires: 12/4/2018

GREGORY W BERGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144046174
MY COMMISSION EXPIRES DECEMBER 04, 2018

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

		<i>SENSUS 415-TC</i>					
		Item		Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48			399.44	19,173.12
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18			No Bid	
C	Swivel, 425LT, GMI, Insulated	EA	66			48.25	3,184.50
D	Swivel, 425LT, GMI, Non-Insulated	EA	66			PER	
E	Washer 1-1/2" 45LT	EA	132			SET	
F	Nut, 45LT, GMI	EA	132			N	
G		EA					
H		EA					
I		EA					
J		EA					
K		EA					
L		EA					
Specification:							
<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 							

Subtotal	
Shipping	
Tax	
Total:	

23.00	1104.00
N/A	—
	23461.62

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Steve Olson

Signature

1/21/15

Date

SALES

Title (Position)



New Mexico Regional Office
705 Rankin Road NE
Albuquerque, NM 87107
Telephone: 866-735-2455

January, 27 2015

To whom this may concern:

Thank you for the recent request for a bid on the American Gas Meters. It has come to my attention that the manufacturer, Elster American Meter, will be directly submitting pricing to the City, and therefore Secor will not be able to submit a quote for this bid.

We appreciate your business and we look forward to working with you again on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Keys". The signature is stylized and somewhat cursive, with a long horizontal flourish extending to the right.

Robert Keys

RECEIVED
JAN 29 2015
JAC
2:13pm

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

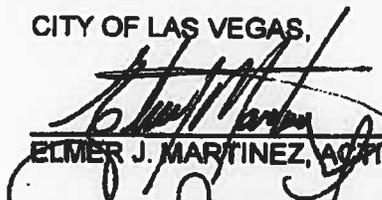
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

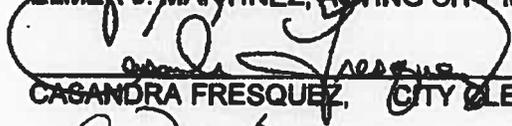
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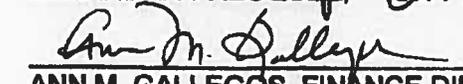
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

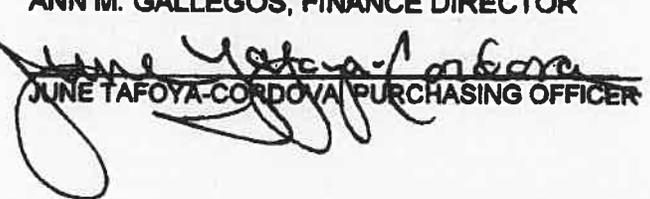
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CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published: Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

Elster Amer

RECEIVED
JAN 29 2015
2:20

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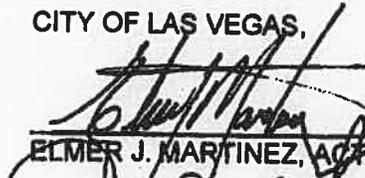
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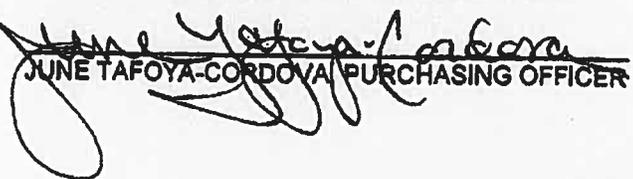
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Albuquerque Journal January 16, 2015
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City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: ELSTER AMERICAN METER

AUTHORIZED AGENT: _____

ADDRESS: P.O. Box 5809, CAROLSTOWN IL 60197-5809

TELEPHONE NUMBER (650) 340-1414

FAX NUMBER (650) 340-1580

DELIVERY: 16-18 WEEKS

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____

COUNTY OF _____

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

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

(SEAL)

Signature _____

Notary Public Signature _____
My Commission Expires: _____

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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.

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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 OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48		
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18		
C	Swivel, 425LT, GMI, Insulated	EA	66		
D	Swivel, 425LT, GMI, Non-Insulated	EA	66		
E	Washer 1-1/2" 45LT	EA	132		
F	Nut, 45LT, GMI	EA	132		
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Quote # 15-R580-00111
 Act # 1001773
 WO#



elster
 American Meter

DATE: 28-Jan-15 REFERENCE: 2015 Meter & Regulator Proposal
 RFQ issued 1/13/2015
 TO: City of Las Vegas Comments & Exceptions Attached
 1700 North Grand
 Las Vegas, NM 87701

2221 Industrial Rd
 Nebraska City, NE 68410
 402-873-0706

WE TAKE PLEASURE IN QUOTING YOU AS FOLLOWS:

KINDLY DIRECT ANY RESULTANT ORDERS OR FURTHER INQUIRIES TO ABOVE ADDRESS.

ITEM	QTY.	DESCRIPTION	PRICE	
			Each	Extended
1	48	AL425 10# REG	\$240.00	\$11,520.00
2	33	1.5" GMI, (2) Ins [AL425_AC630]	\$24.22	\$799.26
3	18	AC630 25# REG	\$495.00	\$8,910.00
4	33	1.5" BMI, (2) non-Ins [AL425_AC630]	\$13.30	\$438.90
		Shipping Points: Meters and Industrial Regulators: Nebraska City, NE Residential Regulators: Laredo, TX		
TERMS OF PAYMENT NET CASH, 30 DAYS			FOB: Shipping Point, Prepaid	

This quotation is valid for delivery through December 31, 2015 providing a purchase order is received within 30 days of the date of this quotation for the quantity quoted.

*Terms and Conditions are attached.

BY:

Tod W. Bradley
 Sr. Director, Sales & Marketing

CONFIDENTIAL & PROPRIETARY

Exhibit A

Meter Warranty

This warranty applies to domestic gas meter models AC-250, AT-210 and AT-250 manufactured by Elster American Meter Company, LLC ("Supplier"). Supplier hereby warrants its domestic gas meter models AC-250, AT-210, and AT-250 as follows:

- No less than 85% of each shipment of all gas meters will maintain or be adjustable to plus or minus 2% of zero error at check test rate of flow or the applicable requirement proscribed by the utility commission having jurisdiction over where a meter is deployed, whichever is greater; and
- All gas meters will be free of defects in materials or workmanship.

This warranty will remain in effect for each meter for a period the earlier of 15 years from the date of its shipment by Supplier or until the meter is taken from service for any reason. Nor shall Supplier be liable for any damage of any kind arising from the use of Supplier's meters with erosive, corrosive or potentially freezing liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the Purchaser. The warranty set forth above is in lieu of and excludes any other warranties, which are hereby disclaimed, whether expressed or implied. Supplier shall not be liable for any costs of removal, installation or re-installation hereunder. Purchaser assumes responsibility for determining that the meters provided are suitable for their intended application and use. Supplier's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part at Supplier's option, and is further contingent upon Purchaser promptly notifying Supplier upon discovery of a defect and returning the defective meter, prepaying all transportation charges thereon, to the factory or warehouse designated by Supplier and upon Supplier's inspection and confirmation of the defective condition. In no event shall Supplier's liability to Purchaser, regardless of the reason, exceed the purchase price of the meter giving rise to the liability hereunder. The remedies set forth herein shall be the Purchaser's sole and exclusive remedies.

This warranty shall not apply to metering equipment or parts, which were repaired or altered by any party other than Supplier or its subsidiaries. This warranty shall not apply to any meter which has been operated in excess of the rated badge capacity of the meter. The warranty shall not apply to meters installed in curb vaults, pits or other types of non-conventional installations. Supplier shall not be liable for any non-conformity, damage, failure or defect of or to any meter caused by alteration, poor maintenance, vandalism, theft, mishandling, repair by unauthorized personnel, misuse, installation errors or installation not in accordance with applicable installation instructions, acts of God, the negligent acts or omissions or malfeasance of Purchaser or any third party or other conditions beyond the control of Supplier.

**INSERT TO BIDDING EVENT RESPONSE
AMERICAN GAS METER - AL425 AND AC630**

Issued by

CITY OF LAS VEGAS, NEW MEXICO

Set forth below are comments and modifications of **Elster American Meter Company, LLC** (the "Bidder") to certain terms set forth in the above-referenced Bidding Event materials issued by the City of Las Vegas, New Mexico.

<u>Section</u>	<u>Bidding Event Materials</u>
COMMERCIAL WARRANTY	Bidder's standard express limited warranty specifically disclaims warranties of fitness for purpose and merchantability. The one year warranty commences on date of sale.

This warranty shall be null and void after any device other than one manufactured by Supplier is installed on or in connection with the meter; provided, however, if a radio transmitter module or similar device is connected to the meter as part of an AMR/AMI solution, such connection shall not void this warranty unless such radio transmitter modules (or similar devices) or the connection therewith causes or relates to any failure, non-conformity or defect in the meter's performance.

The preceding sentence shall apply but not be limited to (i) indexes and automatic meter reading units other than those manufactured by Supplier or any subsidiary of Supplier, and (ii) to any other device that could adversely affect the accuracy or reliability of the meter, and (iii) whether or not the device is installed by Supplier. Supplier excludes paint and non-U.V. protected index boxes.

Product Warranty

Supplier warrants its products (other than domestic gas meter models AC-250, AT-210 and AT-250, which are warranted separately) only against defects in materials or workmanship arising under normal use and service for a period of one year from date of shipment. Supplier shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishing of the products. Nor shall Supplier be liable for any damage arising from the use of Supplier's products with erosive or corrosive liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the customer. Supplier makes no other warranties and hereby disclaims all other warranties, whether express or implied. If a non-conformity arises during the applicable warranty period, Supplier's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part to replace a defective part, and is further contingent upon customer promptly notifying Supplier upon discovery of a defect and returning the defective product, pre-paying all transportation charges thereon, to the factory or warehouse designated by Supplier and upon Supplier's inspection and confirmation of the defective condition. In no event shall Supplier's liability hereunder exceed the purchase price of the product.

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Prices quoted herein are firm for quantities and deliveries specified provided order is received within thirty days from date of this quotation. Clerical errors are subject to correction at any time. Any contract of sale resulting from this quotation is expressly limited to the terms specified herein and in Seller's acknowledgement, which terms supersede the terms of customer's order, and any variations therefrom will require the written acceptance of the Seller thereto, any laws or rules of construction of contracts to the contrary notwithstanding. Shipment upon the customer's order, which contains different or additional terms, does not constitute an acceptance of such different or additional terms, it being expressly intended that the Seller is limiting its contractual obligations to those agreed in a writing signed by its duly authorized representatives. Seller reserves the right to cancel with 30 days written notice.
2. The amount of any and all present or future taxes or other governmental charges upon the production, shipment, installation, or sale of the equipment covered hereby, including use or occupation taxes, sales or excise taxes, shall be added to the price and paid by customer, or in lieu thereof, the customer shall furnish Seller with the tax exemption certificates acceptable to the taxing authorities
3. Seller warrants its products only against defects in materials or workmanship arising under normal use and service for a period of one year from date of shipment (delivery to the carrier). Seller shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishing of the products. Nor shall Seller be liable for any damage of any kind, whether to the product or special, indirect or consequential damage, arising from the use of Seller's products with erosive or corrosive liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the customer. Seller disclaims all warranties of merchantability and fitness, and makes no other express or implied warranty of any kind except as stated on the face hereof. Seller's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part to replace a defective part, and is further contingent upon customer immediately notifying Seller upon discovery of a defect and returning the defective product, prepaying all transportation charges thereon, to the factory or warehouse designated by Seller and upon Seller's inspection and confirmation of the defective condition. In no event shall Seller' liability to customer, regardless of the reason, exceed the purchase price of the product. No claim of breach of warranty shall constitute a cause for cancellation of this contract or any part thereof.
4. Risk of loss or damage to the goods passes to the customer upon delivery to the carrier regardless of who pays the shipping cost.
5. Each shipment shall be examined by the customer promptly upon his receipt thereof and any claim for shortage or any other cause must be reported to Seller within 30 days after receipt.
6. Delivery of the products, unless otherwise specified, shall be ex-works one of Seller's factories, warehouses, or offices, to be selected by Seller. Delivery and/or completion dates quoted by Seller herein, or in order acknowledgements or elsewhere, are to be treated as estimates only, not involving any contractual obligations. They are given in good faith and Seller will make every effort to adhere to them. They are subject to, among other things, materials and labor being available, the effect of governmental action, strikes, lockouts, accidents, carriers, acts of God, and delays of others furnishing material.
7. Unless otherwise stated in writing herein, all products shall be installed by and at the expense of the customer.
8. Customer acknowledges that it is solely responsible for providing a safe and suitable location for installation of products purchased from Seller and for providing and maintaining the appropriate environment for operating and performing maintenance on products purchased from Seller. Customer is solely responsible for determining the applicability of any state and/or federal laws and regulations to installation, use, maintenance and/or disposal of products purchased from Seller including, but not limited to, those pertaining to health and safety, and for ensuring compliance with all such laws and regulations.
9. Orders accepted by Seller cannot be cancelled, or deliveries, deferred, or goods returned, by customer, except with Seller's prior written consent, and then only upon such terms as shall be acceptable to Seller.
10. This quotation is confidential and proprietary and may not be disclosed, copied or duplicated in any manner without the written permission of Seller.
11. This quotation, and any contract of sale resulting from this quotation, shall be governed by, and shall be construed in accordance with, the laws of Pennsylvania.