



CITY OF LAS VEGAS

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ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
March 16, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES (February 10th, February 16th and February 29th, 2016)

VII. MAYOR'S APPOINTMENTS/REPORTS

- Presentation by Rio Gallinas Acequias Association

VIII. MAYOR'S RECOGNITIONS/PROCLAMATIONS

- Proclamation for "American Red Cross Month"
- Recognition of Mr. Joseph Garofalo recently promoted from Firefighter EMT to Engineer

IX. PUBLIC INPUT

(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)

X. CITY MANAGER'S REPORT

XI. FINANCE REPORT

XII. CONSENT AGENDA

(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of out of state travel to Huntsville, Alabama April 2-8, 2016.

Juan Montano, Police Chief The 32nd International Symposium on Child Abuse offers conferences that address all aspects of child maltreatment, including, but not limited to physical abuse, sexual abuse, and neglect, exposure to violence, poly-victimization, exploitation, intervention, trafficking and prevention.

2. Approval of agreement for donation of property owned and controlled by JKS Holdings LLC, located at 601 East University Avenue.

Lindsey Valdez, Community Development Director Property owners (JKS Holdings) has proposed to donate the said property in consideration of the City supplying one water tap, as well as a possible tax write off of the remaining balance after abatement has been completed.

3. Approval to award request for proposal #2016-22 and enter into negotiations with DUB-L-EE, for on call services for maintenance/emergency repairs to the natural gas transmission line.

Ken Garcia, Utilities Director This proposal allows for the Gas Division to have on call services readily available for maintenance and repairs as needed to the natural gas transmission line. We would like to award the proposal to and enter into negotiations with DUB-L-EE because they submitted all documents as requested in the proposal including certifications for each employee. Halo did not include this information.

4. Approval to award bid #2016-23 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade.

Ken Garcia, Utilities Director Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$420.00 per dry ton.

5. Approval to award bid #2016-24 for portable flame ionization survey for the Gas Division to Heath Consultants.

Ken Garcia, Utilities Director A portable flame ionization survey is necessary to check the natural gas lines for leaks. This is a requirement of the Public Regulation Commission Pipeline Safety Bureau. DUB-L-EE was the lowest bidder but did not provide all of the necessary information

required in the bid. Therefore, we are requesting to award to Heath Consultants at a cost of \$13,566.00 plus portal to portal travel at \$71.40 per hour.

XIII. BUSINESS ITEMS

1. Approval/Disapproval of Resolution 16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Lindsey Valdez, Community Development Director The City of Las Vegas and MainStreet de Las Vegas adopted a Las Vegas Downtown Action/MRA Plan in December 2010. This Plan needs to be updated and adopted as a Metropolitan Redevelopment Area (MRA) Plan. A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. The Downtown MRA Plan is a document that guides MRA revitalization and public and private sector investment for several years.

2. Approval/Disapproval of Disposal Agreement between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department for one year as per Section 8 of the agreement (Terms of Agreement) with no amendment.

Matt Griego, Solid Waste Director The City of Las Vegas is responsible for disposal of waste collected by the Solid Waste Department as per New Mexico Environment Department permit # SWM-250605. This is the second year renewal of a four year contract.

3. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance #16-01.

Lindsey Valdez, Community Development Director Alejandro Rivera, owner of two vacant lots located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico, is requesting that the properties be re-zoned from the present R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) with the intent for properties to be available for single family homes and mobile homes, which are permitted in the R-3 zone.

4. Approval/Disapproval to renew 2016 Audit Contract with RPC CPAs + Consultants, LLP.

Ann Marie Gallegos, Finance Director The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 audits. We are requesting

final approval by Mayor and Council to renew 2016 Audit with RPC CPAs + Consultants, LLP.

5. Approval/Disapproval to renew ambulance contract with Superior Ambulance.

Phillip Mares, Fire Chief Superior Ambulance was awarded contractor for emergency ambulance services on February 13, 2013. Approval is needed for annual renewal. This is the last year for renewal on contract #2623-13.

XIV. COUNCILORS' REPORTS

XV. 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.**

XVI. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY FEBRUARY 10, 2016 AT 5:30 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr. - **Absent**

COUNCILORS: Tonita Gurule-Giroń – Mayor Pro Tem
Vince Howell
Joey Herrera
David L. Romero

ALSO PRESENT: Elmer J. Martinez, City Manager
Casandra Fresquez, City Clerk
Dave Romero, City Attorney
Juan Gonzales, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Pro Tem Gurule-Giroń asked Councilor Herrera to lead the moment of silence. Councilor Herrera asked for a moment of silence for those that are struggling to provide for their families and the elderly who are struggling to provide for themselves and purchase their needed medication. Councilor Herrera asked that during the election process those elected leaders will continue to keep the youth and elderly in the community in mind.

APPROVAL OF AGENDA

City Manager Martinez advised that Mayor Ortiz Jr. was unable to attend the meeting as he is at the Legislature following the proposed bill for the donation of the old State Police Building.

City Manager Martinez recommended that Item #4 be removed regarding the *Professional Services Agreement with the Animal Welfare Coalition of Northeastern New Mexico (AWC) for the management of the City of Las Vegas*

Animal Shelter as there are a few details that need to be added in the agreement and will be brought back to the Governing Body as an action item.

Councilor Herrera made a motion to approve the agenda with the recommendations made by City Manager Martinez. Councilor Howell seconded the motion.

Mayor Pro Tem Gurule-Giroń asked for a roll call. Roll call was taken and reflected the following.

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

City Clerk Fresquez reread the motion and advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

There were no appointments or reports at this time.

MAYOR'S RECOGNITION/PROCLAMATION

There were no recognitions or proclamations at this time.

PUBLIC INPUT

There were no individuals signed up for public input.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Martinez advised Public Works Director Gonzales would be providing a brief demonstration on the proposed equipment the department would like to purchase to better assist the department in street repairs and projects.

City Manager Martinez advised the Governing Body that a tour has been scheduled for Saturday February 13th of the Utilities Facilities for the all the candidates.

Public Works Director Gonzales presented the Governing Body with a list of equipment the department would like to purchase to better assist with street maintenance. Public Works Director Gonzales advised that an audit was conducted on all of the conditions of streets in New Mexico including state and local roads. Public Works Director Gonzales provided a list of the equipment, their purpose and the price quotes for each.

Councilor Herrera agreed that the purchase of the equipment is beneficial to the department and would definitely help with keeping up with street repairs and eliminate major repairs down the line.

Councilor Howell asked if the equipment was new, does it come with a warranty and does the City have maintenance personnel to work on the equipment.

Public Works Director Gonzales advised the equipment is new and there is an option to purchase extended warranty on the equipment and there are several companies such as CAT that will send a technician to service the equipment.

Mayor Pro Tem Gurule-Giroñ expressed her appreciation of Public Works Director Gonzales working diligently to respond to calls from the members of the community for repairs and appreciated the presentation.

City Manager Martinez gave an overview of the meeting with Police Chief Montano and Public Works Director Gonzales addressing concerns with speeding and ways to enforce.

City Manager Martinez advised the City of Las Vegas was approached by the Village of Wagon Mound to be the fiscal agent for a grant they were receiving and the Department of Finance Administration is requesting the Village of Wagon Mound have a fiscal agent. City Manager Martinez advised the request was only for their senior center and not for the entire general fund.

City Manager Martinez advised he has been meeting with local farmers and downtown business owners to find a location for the farmers market and once there is a proposed location he will bring the item to the Governing Body for review.

City Martinez advised he looked into a Councilors request to contract out payroll services for the City of Las Vegas but after review there are two and a half positions that would be affected if the City were to contract out and the City purchased the Tyler System with the payroll module and at this time it would not be in the City's best interest to contract those services out.

DISCUSSION ITEMS

1. Resolution to donate miscellaneous structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders.

Fire Chief Mares advised the Governing Body the City of Las Vegas Fire Department has an excess amount of structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders, which are no longer being used and are not needed for essential government function. Fire Chief Mares advised he did not feel comfortable donating the equipment to the

local volunteer fire stations as he feels they are not at their full standard and approximately ten years prior the Governing Body authorized the donation to Juarez Mexico as they do not have the same standards for their equipment and they would appreciate any extra equipment. Fire Chief Mares advised if the Governing Body did not wish to donate the items the department will request for authorization to destroy the equipment.

The Governing Body agreed to place the item as a consent agenda item.

2. Resolution to submit USDA Grant application in the amount of \$306,454.00 to purchase police vehicles with a 75/25% match.

Police Chief Montano presented to the Governing Body the request to apply for a USDA grant for the purchase of vehicles for the Department, the grant would provide the opportunity to purchase nine vehicles.

Questions were asked if the 25% match would be paid from the department budget or general fund.

Police Chief Montano advised the department is requesting money from the legislature to cover the 25% match.

The Governing Body agreed to place the item as a consent agenda item.

3. Repayment Agreement with Housing and Urban Development (HUD).

City Manager Martinez advised the Governing Body that HUD has agreed to enter into a repayment agreement with the City of Las Vegas for monies owed back to the Housing Program after a 2005 audit found that money had been spent not in accordance with the grant agreement. The City of Las Vegas requested that this money be forgiven and waived, however the request was denied. The City in good faith requested that the money owed be paid back over time and under a repayment agreement. HUD has accepted that payment be made to the Housing Operating Fund over a 30 year period in the amount of \$15,000 a year in cash and/or In-Kind services to the Housing Authority until the total of \$460,426 is paid in full.

Housing Director Marrujo gave a brief overview of the how the grant money was misused according to HUD.

The Governing Body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

City Manager Martinez advised he had not items for Executive Session.

Councilor Howell advised the Governing Body he attended the Literacy Fair held by the Lions Club and was informed by Maryann Sanders that the board is in need of members and encouraged members of the community to volunteer.

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

Mayor Pro Tem Gurule-Giroń asked for a roll call. Roll call was taken and reflected the following.

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

City Clerk Fresquez reread the motion and advised the motion carried.

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON TUESDAY, FEBRUARY 16, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr.

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

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Dave Romero – City Attorney
Ken Jenkins – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 6:04 p.m.

ROLL CALL

Mayor Ortiz, Jr. advised that Councilor Romero was not able to attend the meeting.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence in appreciation of our most precious resource known as water and added that he appreciated and admired the great knowledge of water from farmers, Acequia Users and the individuals involved in water rights.

APPROVAL OF AGENDA

City Manager Martinez recommended removing Business Item #1 from the agenda and added that additional work had to be done regarding inconsistencies with fees being charged by the Animal Welfare Coalition. City Manager Martinez advised that they would be adjusted accordingly with the Resolution and stated that the contract and resolution would be brought back to Council for approval.

Councilor Gurule-Giroń made a motion to approve the agenda with City Manager Martinez’ recommendation to remove Business Item#1 and to move Mayor’s Appointments/Reports (Business Item #7) after the Finance Report (Business Item #11) to Business Item #12. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|----------------------|-----|-----------------|--------|
| Joey Herrera | Yes | Vincent Howell | Yes |
| Tonita Gurule- Giroń | Yes | David L. Romero | Absent |

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

APPROVAL OF MINUTES

Councilor Howell made a motion to approve the minutes for January 12th and January 20th, 2016. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|---------------------|-----|-----------------|--------|
| Tonita Gurule-Giroń | Yes | Vincent Howell | Yes |
| Joey Herrera | Yes | David L. Romero | Absent |

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

MAYOR’S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read recognition to acknowledge Carol Wawrychuk for her dedication and journey to bring awareness to the many forgotten souls and applaud her contribution of book-sale proceeds to the Patient Foundation at the New Mexico Behavioral Health Institute and to welcome her to the City of Las Vegas for her book signing of “Taking Nana Home”.

Former City Councilor Michael Montoya accepted the recognition on Carol Wawrychuk's behalf and advised that Ms. Wawrychuk resided in La Canada California and would be visiting Las Vegas on March 4th for a book signing. Mr. Montoya added that all proceeds from her book would go to the patients from New Mexico Behavioral Institute and informed that many of the patients were forgotten and neglected by their families therefore it was important for this community to be their support system. Mr. Montoya thanked Mayor and Council for the proclamation and encouraged everyone to buy the book that was based in Las Vegas, New Mexico.

Mayor Ortiz, Jr. acknowledged the importance of appreciating people while they are alive and wished Bruce McAllister a Happy Birthday.

PUBLIC INPUT

Bruce McAllister took the opportunity to thank the Governing Body for providing the candidates with a great deal of information and thanked Utilities Director Ken Garcia for the tour of the Utilities Department and for the status of projects completed and ongoing. Mr. McAllister expressed his disappointment regarding candidates that were not present for the tour and recommended that other departments would share good news in their departments as well.

Police Officer Adam Vigil reminded everyone of the upcoming election and the possibility of many changes regarding Department Directors that would include Police Chief Juan Montano therefore he took the opportunity to speak on behalf of the Las Vegas Police Department to praise Police Chief Juan Montano and added that during his tenure he had brought the Las Vegas Police Department together as a cohesive unit and built up moral, and believed that under his leadership the Police Department would continue to thrive and prosper.

CITY MANAGER'S REPORT

City Manager Martinez reported on the candidate tour of the Utilities Department and thanked Utilities Director Garcia and his crew for their efforts and added that it was very informative.

Utilities Director Garcia invited anyone interested in additional information or to tour the Utilities Department should contact the City Manager's office and he would be happy to direct a tour in order to provide correct information to the public.

City Manager Martinez advised that finding a location for Farmer's Market had been taking place and explained that the old Safeway building was a potential location. City Manager Martinez gave a brief overview of conceptual ideas of the development of the area that would be utilized for the Farmer's Market.

Discussion took place regarding funding for engineering and architectural aspects of the project.

Councilor Howell had questions regarding a projected timeline regarding the project for the Farmer's Market and if there were plans to build a skate park in that same area.

City Manager Martinez advised that it would take about two months to gather enough data to present grant applications and to place it on the ICIP in order to obtain Federal and State funding and anticipated completion of the project in Spring of 2017.

Community Development Director Valdez advised that there had been discussions by community members regarding multiple locations for a skate park and added that there were three locations being looked at but had not recently heard of the Safeway area being considered for the park.

City Manager Martinez advised that they would continue to work with people regarding the skate park that would be centrally located as well.

Mayor Ortiz, Jr. asked if there would be any objections to move his Appointments/Reports before the Finance Report was presented.

There were no objections by Council to move the Mayor's Appointments/Reports before the Finance Report was presented.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. gave a brief overview regarding the Legislative process of obtaining ownership of the old State Police Building located on Mills Avenue and added that he was optimistic of the outcome. Mayor Ortiz, Jr. stated that many factors were involved in completing projects and added that some opportunities had been lost but that there were still resources to complete projects.

Mayor Ortiz, Jr. advised that he wanted to clarify his request for a Supplemental Contract and explained that the City Charter was not clear as to the Mayor having future legal responsibility regarding situations with litigations pertaining to the water projects.

Mayor Ortiz, Jr. stated that a couple of candidates were opposed of the Supplemental Contract. Mayor Ortiz, Jr. advised that he felt if there was a Run-Off that his contract would have to be extended and added that Councilor Gurule-Giroñ stated that she felt the contract was not necessary and that the payment amount requested exceeded the amount what was written in the City Charter.

Mayor Ortiz, Jr. explained that the difference in the Supplemental Contract was due to the amount of health benefits and explained his coverage and the coverage of each Council member.

Councilor Gurule-Giroñ addressed Mayor Ortiz, Jr. and stated that she did not feel that he should be disclosing her personal claims in public, which was a Human Resource issue and added that he was out of order and that he had violated her EEOC rights.

Mayor Ortiz, Jr. apologized for any error that he had made and stated that he just wanted to clarify for the record that he was not asking for more money than he was already receiving. Mayor Ortiz, Jr. thanked everyone and added that he was happy that he was able to serve the community. Mayor Ortiz, Jr. stated that if he had hurt people, that it was not by design and would continue to do everything to move the community ahead and once again apologized to Councilor Gurule-Giroñ for overstepping his bounds.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report for the month ending January 31, 2015. Finance Director Gallegos advised that the General Fund revenue was at fifty nine percent and expenditures were at fifty one percent.

Councilor Howell asked how much had been spent on Airport improvements during the last four years and added that he had received many compliments on the Airport improvements.

Finance Director Gallegos advised that the Airport improvements had been funded by a great amount of F.A.A grants and added that she would obtain the information for the last four years.

Brief discussion took place on the status of the Las Vegas Airport Hangar project.

Finance Director Gallegos reported that revenue for Recreation Department came in a fifty seven percent and expenditures were at sixty one percent and added that they were working with Community Services Director Ortiz on controlling expenditures due to the upcoming Recreation Center renovations.

Finance Director Gallegos reported that the revenue amount for the Enterprise Funds was fifty three percent and expenditures came in at fifty four percent and added that projections were at where they should be regarding the natural gas increase projections.

Mayor Ortiz, Jr. asked a question regarding the amounts on Water revenue of sixty one percent and Water expenditures at seventy four percent.

Finance Director Gallegos advised that she would review the figures for the Water revenues and expenditures and would bring back the information to Council at a later date.

Councilor Herrera advised that he had been involved with various balances, revenues and expenditures of the City and added that he was concerned of a possible outstanding bill with Plateau that may compromise dealing with them.

Finance Director Gallegos informed the Finance Department had been working with Plateau on connectivity between the Police Department and City Administrative Offices and explained that they had to go back and re-contract and were now in the negotiating stage. Finance Director Gallegos advised that the plan was to replicate data from City Administrative Offices to the Police Department where final data would be set, in case of a fire.

Discussion took place of the several advantages and disadvantages of working with Plateau regarding upgrades for better community and customer service.

Councilor Howell had a question regarding the projection of \$85,000.00 for Hold Harmless.

Finance Director Gallegos advised that the State of New Mexico had not yet applied the hold harmless however, \$85,000.00 had been set aside in order to be prepared for the hold harmless tax.

Discussion took place regarding the options taken by the City to avoid the hold harmless tax increase.

CONSENT AGENDA

City Clerk Fresquez read Consent Agenda Business Items #1 through #3 into the record as follows:

1. Approval of Resolution #16-05 to Donate miscellaneous structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders.

Resolution 16-05 was presented as follows:
CITY OF LAS VEGAS

RESOLUTION NUMBER: 16-05

A RESOLUTION DONATING CERTAIN PROPERTY OF THE CITY OF LAS VEGAS NEW MEXICO BY RENDERING AID TO THE JUAREZ FIRE DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS FIRE DEPARTMENT TO DONATE SAID PROPERTY TO THE JUAREZ FIRE DEPARTMENT, JUAREZ MEXICO.

WHEREAS, the City of Las Vegas wishes to render aid to the Juarez Fire Department by donating its fire equipment, described as follows:

1. Approximately fifty-four(54) Miscellaneous Structural Fire Protective Coats.
2. Approximately fifty(50) pairs of Miscellaneous Structural Fire Protective Pants.
3. Approximately fifty-five(55) Miscellaneous Structural Fire Protective Helmets.
4. Approximately thirty-eight(32) Miscellaneous Structural Fire Protective Rubber Boots.
5. Approximately eighteen(18) Miscellaneous Structural Fire Protective Leather Boots.
6. Fifteen(15) pairs of Miscellaneous Structural Fire Protective Gloves.
7. Fifteen(15) sets of Miscellaneous Structural Fire Protective Suspenders.

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Fire Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed below **may** or **may not** meet current standards. The City of Las Vegas shall not be responsible for any cost associated with bringing said equipment up to standards, and the City of Las Vegas shall be released from any liability associated with this equipment.

WHEREAS, the receiving agency accepts this equipment on an "AS IS" basis, and accepts any and all cost associated with bringing said equipment up to standards prior to placing equipment in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Fire Department is hereby declared excess property and not needed for any City purpose of function and that said personal property should be donated.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF LAS VEGAS:

Alfonso E. Ortiz, Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

Dave Romero, City Attorney

2. Approval of Resolution #16-06 to submit USDA Grant application in the amount of \$306,454.00 to purchase police vehicles with a 75/25% match.

Resolution 16-06 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 16-06**

AUTHORIZING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations, Section 3570.62 and the Governing Body is authorized to request funds for financing the purchase of police vehicles for the benefit of the Borrower and the public; and

WHEREAS, the U.S. Department of Agriculture (USDA) has instituted a program for financing of projects identified as **Rural Development Community Facilities Programs** and has developed an application procedure whereby the Governing Body may submit an application for financial assistance of up to 75% of the cost of purchasing police vehicles in areas located in a rural community having a population of 20,000 or less; and

WHEREAS, the Governing Body intends to supplement the other 25% to meet the requirements of the application for the balance of the project through financial assistance, or grants from other sources; and

WHEREAS, the application prescribed by the United States Department of Agriculture will be submitted to the United States Department of Agriculture for its consideration and review as required as part of the application.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the USDA for its review and are further authorized to take such action as may be requested by the USDA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

3. Approval of Repayment Agreement with Housing and Urban Development (HUD).

Councilor Herrera made a motion to approve the Consent Agenda as read into record. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

| | | | |
|---------------------|-----|-----------------|--------|
| Tonita Gurule-Giroń | Yes | Joey Herrera | Yes |
| Vincent Howell | Yes | David L. Romero | Absent |

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

BUSINESS ITEMS

2. Approval/Disapproval of Resolution 16-07, A resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Municipal Cooperative Program for the professional service along Hot Springs Boulevard from Bernalillo Street to Mills Avenue.

Public Facilities Project Manager Chris Cavazos advised that as part of the grant submittal criteria for the New Mexico Department of Transportation Municipal Corporative Program (COOP), a resolution of application is required. In complying with this criteria, staff is requesting that the resolution be approved.

Councilor Gurule-Giroń took the opportunity to thank Public Facilities Director Gonzales and Public Facilities Project Manager Cavazos for their hard work and meeting deadlines which was imperative in order to obtain DOT Municipal and Arterial Cooperative funding.

Mayor Ortiz, Jr. added that he was pleased with the request being made due the specified areas needing reconstruction.

Councilor Gurule-Giroń made a motion to approve Resolution 16-07, a resolution supporting the submission of an application for funding to the New Mexico

Department of Transportation Municipal Cooperative Program for the professional service along Hot Springs Boulevard from Bernalillo Street to Mills Avenue. Councilor Herrera seconded the motion.

Resolution 16-07 was presented as follows:

CITY OF LAS VEGAS, NM

RESOLUTION NO. 16-07

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Program for the Planning, Engineering Design, Environmental Certification, and other professional services of Hot Springs Boulevard from Bernalillo Street to Mills Avenue.

WHEREAS, the City of Las Vegas desires to apply for funding through the Municipal Cooperative Program with the New Mexico Department of Transportation for the Planning, Engineering Design, Environmental Certification, and other professional services of Hot Springs Boulevard from Bernalillo Street to Mills Avenue, located in Las Vegas, New Mexico; and

WHEREAS, the estimated cost of the above described project is sixty two thousand one hundred thirty nine dollars and fifty cents (\$62,139.50).

WHEREAS, the City of Las Vegas' governing body has declared improvements to said street a necessity for the good and well-being of the citizens of Las Vegas, New Mexico and support application for these funds to accomplish the work; and

WHEREAS, the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Cooperative Program, provided it be successful in receiving the funding necessary for these improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Las Vegas, New Mexico that the application for the above funding be submitted to the New Mexico Department of Transportation, Municipal COOP Program.

PASSED, APPROVED AND ADOPTED, this ____ day of _____ 2016.

CITY OF LAS VEGAS

MAYOR _____

ATTEST:

CITY CLERK _____

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

| | | | |
|---------------------|-----|-----------------|--------|
| Vincent Howell | Yes | Joey Herrera | Yes |
| Tonita Gurule-Giroń | Yes | David L. Romero | Absent |

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

3. Approval/Disapproval of Resolution 16-08, a resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Municipal Arterial Program for the Planning Engineering Design, Environmental Certification, Construction Management, Construction, Reconstruction, Drainage Improvements and Miscellaneous Construction along Hot Springs Boulevard from Valencia Street to Bernalillo Street.

Public Facilities Project Manager Cavazos advised that as part of the grant submittal criteria for the New Mexico Department of Transportation Municipal Arterial Program (MAP), it is required that a resolution of support from the local Governing Body accompany the grant application. In complying with this criteria, staff is requesting that the resolution be approved.

Councilor Gurule-Giroń made a motion to approve Resolution 16-08, a resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Municipal Arterial Program for the Planning Engineering Design, Environmental Certification, Construction Management, Construction, Reconstruction, Drainage Improvements and Miscellaneous Construction along Hot Springs Boulevard from Valencia Street to Bernalillo Street. Councilor Herrera seconded the motion.

Resolution 16-08 was presented as follows:

CITY OF LAS VEGAS, NM

RESOLUTION NO. 16-08

A Resolution Supporting the New Mexico Department of Transportation Municipal Arterial Program for the Planning, Engineering Design, Environmental Certification, Construction Management, Construction, Reconstruction, Drainage Improvements, and Miscellaneous Construction of Hot Springs Boulevard, from Valencia Street to Bernalillo Street.

WHEREAS, the City of Las Vegas desires to apply for funding through the Municipal Arterial Program with the New Mexico Department of Transportation for the Planning, Engineering Design, Environmental Certification, Construction Management, Construction, Reconstruction, Drainage Improvements, and Miscellaneous Construction of Hot Springs Boulevard, from Valencia Street to Bernalillo Street, located in Las Vegas, New Mexico; and

WHEREAS, the estimated cost of the above described project is four hundred forty one thousand two hundred forty three dollars and ninety seven cents (\$441,243.97).

WHEREAS, the City of Las Vegas' governing body has declared improvements to said street a necessity for the good and well-being of the citizens of Las Vegas, New Mexico and support application for these funds to accomplish the work; and

WHEREAS, the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Arterial Funding Program, provided it be successful in receiving the funding necessary for these improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Las Vegas, New Mexico that the application for the above funding be submitted to the New Mexico Department of Transportation, MAP Funding Program.

PASSED, APPROVED AND ADOPTED, this ____ day of _____ 2016.

CITY OF LAS VEGAS

MAYOR _____

ATTEST:

CITY CLERK _____

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

| | | | |
|----------------|-----|---------------------|--------|
| Joey Herrera | Yes | Tonita Gurule-Giroń | Yes |
| Vincent Howell | Yes | David L. Romero | Absent |

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

Councilor Herrera asked when the bidding would take place for the Lodger's Tax Special Events and asked if the Rough Rider Motorcycle Rally would be returning.

City Manager Martinez informed that the RFP for Special Events would be put out next month and advised that the Rough Rider Motorcycle Rally would be back this year.

COUNCILOR'S REPORTS

Councilor Herrera advised that this might be his last meeting and wanted to thank all City staff for being open-minded, friendly, open hearted and added that he could not have asked for a better City staff to work with and hoped the best for the City of Las Vegas and staff on their forward motion.

Councilor Howell thanked Public Facilities Director Gonzales and Chief of Police Montano for their assistance with ideas on controlling speeders in various neighborhoods in town and had a question regarding the Christmas lights remaining at Plaza Park and Carnegie Park.

Public Facilities Director Gonzales advised the lights were left purposely at Plaza Park to add festivity and added that the Christmas tree at Carnegie was still there due to the ground being saturated, limiting utilization of the bucket truck as it would sink and cause damage to the sprinkler system but advised that eventually the tree would be removed.

Councilor Howell announced that Patsy Duran, a local active political citizen had a major heart incident and was at Alta Vista Hospital and asked if everyone would keep her in their prayers.

Councilor Howell advised that he has enjoyed working for the City of Las Vegas and looked forward to working another four year term but if not he was thankful to Mayor Ortiz, Jr. for what he had done for the City and to everyone he had worked with. Councilor Howell added how important it was to collaborate in order to move the City ahead and it was a pleasure to serve his community.

Mayor Ortiz, Jr. took the opportunity to express how proud he was of the work accomplished in the City of Las Vegas, working with the Governing Body as a unit and getting past the disagreements in order to better the community. Mayor Ortiz, Jr. added that he had enjoyed his time as Mayor and thanked everyone in the City of Las Vegas. Mayor Ortiz, Jr. spoke briefly on the importance of

friendship and thanked the citizens who supported this administration. Mayor Ortiz, Jr. stated that he was very proud of Las Vegas and added that he planned to stay in the City.

City Manager Martinez thanked the Governing Body for taking a chance and appointing him as City Manager and that it was a pleasure serving with this Governing Body.

ADJOURN

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

| | | | |
|----------------|-----|---------------------|--------|
| Vincent Howell | Yes | Tonita Gurule-Giroń | Yes |
| Joey Herrera | Yes | David L. Romero | Absent |

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON
MONDAY, FEBRUARY 29, 2016 AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Dave Romero – City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 4:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to acknowledge our precious lives, the many opportunities we have and to overcome challenges by working together. Mayor Ortiz, Jr. wished every candidate the best, thanked everyone from the community and added that he loved his community and that he would remain a resident of Las Vegas.

APPROVAL OF AGENDA

Councilor Herrera made a motion to approve the agenda as is. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

City Manager Martinez informed that Public Input had been increased to five (5) minutes for this particular meeting due to the importance of the topic to be discussed.

Mayor Ortiz, Jr. added that Public Input had been extended until 4:00 p.m. due to the extent of public requesting to speak on the issue at hand and allowed two individuals to sign in for Public Input after the meeting had already begun.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. thanked the public for attending such an imperative meeting that would involve special issues.

Mayor Ortiz, Jr. introduced Attorneys at Law, Rebecca Dempsey and Art Jaramillo and acknowledged that they had been working diligently on the agreement regarding the issue of water storage with Storrie Lake Water Users for many years and added that they were familiar with the details of what should be included in the agreement.

Ms. Dempsey informed that she began working with the City of Las Vegas, Storrie Lake Water Users Association, United States and the Department of Justice regarding the water storage issue since 2005 and explained that discussions had already been taking place before she began working for the City.

Mayor Ortiz, Jr. asked Council if questions could be held until presentations from Legal Council, Financial Advisor Paul Cassidy and Public Input speakers were completed.

Ms. Dempsey advised that she specialized in Water Law issues and had been assisting the City of Las Vegas with any questions or concerns about water.

Ms. Dempsey explained that after it looked like negotiations would take place with Storrie Lake, Art Jaramillo was asked to assist the City of Las Vegas in creating a Purchase/Sale Agreement with Storrie Lake which would allow the City to acquire 2300 acre feet of water storage space in Storrie reservoir under a permanent easement and in addition to that; 1200 acre feet of bulk water.

Ms. Dempsey clarified that the agreement was created to benefit the City for what it has bargained for and added that Mr. Jaramillo was selected to assist for the reason that he was exceedingly experienced in creating this type of transaction.

Ms. Dempsey advised that the Settlement Agreement and the Purchase and Sale Agreement were the two main components of the deal with Storrie Project and the United States. Ms. Dempsey spoke briefly on the dire need of water storage space for the City's demand and informed that this agreement would increase the City's water storage space more than four times of what it is now and spoke of several benefits of the proposed agreement.

Ms. Dempsey informed that many delays had taken place involving efforts to expand Peterson Dam which came with engineering difficulties, pending U.S./Storrie Project application protests regarding Bradner Dam expansion which involved timely and expensive litigation.

Ms. Dempsey gave a presentation of the summary regarding the Settlement Agreement which was presented as follows:

Settlement Agreement

- The ***Settlement Agreement*** is among the City, SPWUA and the United States.
- On Closing of the ***Purchase and Sale of a Storage Easement and Bulk Water***, once the City has received a Permit from the OSE to store 2,300 AF of City water in Storrie Lake, SPWUA and the United States will:

- Withdraw their protests to the City's Application to expand Bradner Reservoir now before the OSE
 - Withdraw their protests to the City's Application for an Aquifer Storage Recovery Project now before the OSE
 - File notice with the Court in the Las Vegas Remand that they have resolved their potential disputed issues with the City and will not be filing any additional briefing
 - Agree that the City can store up to 3,300 AF of water diverted from the Gallinas River in any storage facility available to the City and can divert up to 3,300 AF per year from the Gallinas into storage **prior to SPWUA'S diversion of water from the Gallinas**
 - Agree that the City can store reclaimed water, groundwater from the Taylor Well Field, or other water not hydrological connected to the Gallinas River
 - Agree that the City can expand its existing diversion structure from the Gallinas River from 14.2 cubic feet per second (CFS) to 40 CFS
 - Agree to limit their protests to future applications the City files to transfer irrigation rights into the City's water system
- The **Settlement Agreement** will be executed by the SPWUA Board of Directors and the Regional Director of the United States Fish and Wildlife Service and approved and ratified by SPWUA shareholders owning 83 1/3% of SPWUA

Mr. Art Jaramillo informed that he had represented many people from small New Mexico communities for forty years and explained that he assisted with contracts, property contracts and commercial litigation through his law practice in the first twenty six years of his career.

Mr. Jaramillo explained how the details of this contract for the Storage Easement in Perpetuity were created to ensure the survival of legal challenge for generations to come. Mr. Jaramillo discussed various aspects of what was involved in creating the Purchase/Sale Agreement which included understanding ownership of Storrie Lake Reservoir. Mr. Jaramillo advised that he read historic documents, by-laws and articles of incorporation of the Storrie Project Association and to understand who had the authority to convey a storage easement in Storrie Reservoir.

Mr. Jaramillo informed that negotiations of the agreement came with many challenges regarding individual conveyance disagreements although collaboration among the attorneys involved, reached an agreement of a Fundamental Agreement which consisted of acquiring a Permanent Storage Easement. Mr. Jaramillo explained that instead of asking for a conveyance of interest in real property, which meant not buying the storage capacity, but acquiring the right to use the storage capacity on a permanent bases.

Mr. Jaramillo gave an overview of the summary regarding the Purchase and Sale Agreement which was presented as follows:

Purchase and Sale Agreement

- The City will purchase a “Storage Easement” in Storrie Reservoir consisting of 2300 acre feet of water storage capacity.
- Purchase price is \$12 Million.
- The money is **payable only upon issuance** to the City of a final Storage Permit for Storrie Reservoir by the Office of State Engineer (OSE), in a form acceptable to the City.
- The City’s Storage Easement:
 - Is a **permanent interest in real property**.
 - Storage Easement will be recorded in the county land records upon conveyance.
 - Storage Easement will “run with the land” as an **encumbrance** on Storrie Reservoir.
 - Will be located **above the elevation of the dead pool**; that is, above the outlet works where the City’s water can be released by positive gravity flow.

- City may store water from any combination of the City's water rights and water owned or leased by the City.
- City may **fill and refill** and carry over storage from year to year limited to 2300 acre feet at any one time.
- City may **release water** at its **discretion** with 2-days notice.
- The City to also purchase 1200 acre feet of Bulk Water in Storrie Reservoir
 - Will allow **prompt use and benefit** of the City's Storage capacity
 - One-time Purchase Price of Bulk Water is \$360,000.00
 - Money is payable **only upon issuance** of either a Temporary or Final Bulk Water Permit from OSE in form acceptable to the City
 - Pending the closing of Storage Easement **only**, temporary storage costs for Bulk Water \$5,217.39 monthly
 - Favorable temporary storage cost compared with cost of prior leases
 - This cost to be paid exclusively from funds derived from City's water service operations.
- **Authority of SPWUA to Grant Storage Easement**
 - **Unanimous** vote of Board of Directors Required plus
 - Affirmative vote of **83 1/3rd Percent of SPWUA Shareholders** who must sign Corporate Resolution in their representative and **individual capacities**, to authorize, ratify and consent to the Settlement Agreement, the Purchase Agreement, and the Storage Easement.
 - Storage Easement to be conveyed to City free and clear of any title issue or encumbrance as confirmed by Title Report
- **SPWUA's Standards of Operation of the Reservoir**
 - SPWUA has a duty to operate the Reservoir in a safe and effective manner and to work cooperatively and in good faith to ensure that the City can recover its stored water.
 - SPWUA is under a duty of good faith and reasonable care to **prevent** causing the City's water from **dropping into the "dead pool"**.
 - If that should occur, SPWUA agrees to fill the Reservoir to the volume of water the City is entitled to have based upon its water storage account plus the estimated volume of the "dead pool."
 - **Evaporation losses** are assessed to the City at an annual rate of 2.83 acre feet according to a monthly distribution formula.
 - SPWUA to comply with all dam safety regulations and certifications.
 - SPWUA to maintain comprehensive liability insurance.

- **City's Share of Capital Improvements, Ordinary and Necessary Maintenance and Repair Costs**
 - Limited to City's proportional share (10.72%) based on City's storage capacity (2300 acre feet) compared to total active volume of storage (21,447 acre feet)
 - These costs to be paid exclusively from funds derived from City's water service operations.
- **Purchase Agreement will terminate** if certain conditions do not occur:
 - Issuance of final Storrie Storage Permit by OSE in acceptable form by December 31, 2017 unless date is extended by written mutual agreement.
 - Funding approvals for Acquisition of Storage Easement must be given as required by law.
 - Tax Certification Opinion by SPWUA'S tax specialist.
 - Amendment of SPWUA Article of Incorporation making SPWUA a perpetual corporation
- **Purchase Price Escalation** if Closing does not occur by **September 30, 2016**
 - Purchase price for Storage Easement (\$12 Million) increases by 1% per annum (approximately the CPI) prorated monthly after September 30, 2016 until Closing of the Storage Easement purchase.
 - Purchase price for Bulk Water (\$360,000.00) increases by 1% per annum (approximately the CPI) prorated monthly after September 30, 2016 until Closing of Bulk Water purchase.
- **SPWUA's temporary use of the City's unused storage space until needed by the City**
 - SPWUA may temporarily use that portion of City's 2300 acre feet of storage space **that is not being used by the City** until the City needs that storage capacity.
 - SPWUA's temporary use shall not affect the amount of water the City has in storage or the right of the City to store 2300 acre feet of water at any time.

Mr. Jaramillo advised that all the attorneys negotiated firmly and that it was an immense challenge and stated that in his opinion the City had a solid agreement for a permanent easement that was enforceable long into the future.

RBC Capital Markets Representative Paul Cassidy advised that he worked previously with the City of Las Vegas Utilities Water Department as a Financial Consultant on various water projects.

Mr. Cassidy advised that the Purchase and Sale Agreement of the Storage Easement for 2,300 acre feet (AF) in Storrie Lake was for \$12 million and the purchase of Bulk Water was at \$360,000.00.

Mr. Cassidy informed that the New Mexico Finance Authority would be the lender for the City to acquire the \$12 million permanent storage easement and advised that funds from the Water Enterprise Fund would be used to pay off the loan and the amount of \$360,000.00 for bulk water would be paid out with built up cash accumulated from the rate increase that had already been in place.

Mr. Cassidy explained that the City Council had adopted a Bond Ordinance last year which would allow the City to borrow up to \$20 million for water projects, and added that it was still in effect for another year. Mr. Cassidy informed that if Council would approve this agreement that closing could take place within the next 60 -90 days after permits were received and financing would then be locked in.

PUBLIC INPUT

Mr. Bruce McAllister advised that this was the closest that the City had been to resolving the water storage issue and stated that he was in support of the proposed agreement. Mr. McAllister praised the community's water conservation and added that thanks to the rate increase, the City is able to move forward.

Mr. Bob Wessely spoke of the importance of the increased water storage and reliable water for economic development and the improved quality of life for the community as well as the Acequia users. Mr. Wessely thanked everyone involved for their tireless efforts and advised that the Governing Body's affirmative decision would allow the new Administration and Council to focus on other problem areas that affect the City's quality of life.

Ms. Anita Roy stated that she believed she did not need to add anything at that time.

Mr. Manuel Martinez advised that he was opposed to the proposed agreement due to the community not being able to afford to pay off another loan for many years to come and it was time to reason with the community and not just a handful of individuals that could afford it and advised there were other avenues to take regarding water storage to avoid added costs.

Mr. Martinez added that he represented the Hispano Chamber of Commerce and stated that many businesses were against the proposed agreement and hoped that the Governing Body would study the agreement for the reason that it would significantly affect the community.

Las Vegas National Wildlife Refuge Manager Mr. Robert Laranaga thanked the Governing Body for their diligence in the finalization of the water storage negotiations throughout several years. Mr. Laranaga informed that the SPWUA was comprised of 50 users and added that Las Vegas National Wildlife Refuge owned 61% percent and explained as the primary shareholder they had significantly reviewed the agreement to protect all interests and all parties who took part in the negotiation.

Mr. Alex Aragon advised that the critical decision of the water storage agreement should have included the community and stated that information should be more available to the citizens of Las Vegas. Mr. Aragon spoke of many costly issues when it came to making decisions regarding water issues and felt that the Governing Body should be more willing to work with the community to benefit the City of Las Vegas. Mr. Aragon thanked Mayor Ortiz, Jr. for his years of service.

Mr. William Gonzales advised that he was a member of the Acequia Association and had been involved in the water litigations for about 23 years and advised that the issue of sharing water was still in litigation. Mr. Gonzales advised that on many occasions the City has asked for funding without having shovel-ready projects regarding Bradner and Peterson Dams. Mr. Gonzales suggested that the City should withdraw permits and applications until ready to move forward with shovel ready projects and added that it would eliminate protests. Mr. Gonzales disagreed with the decision of rushing into the proposed agreement and expressed his concern about the proposed agreement allowing Storrie Project to use the community's storage space until the City needed it and asked if that might be a violation of the Anti- Donation Clause. Mr. Gonzales asked the Governing

Body to consider involving all parties and to come up with a solution that can benefit the entire community.

Mr. Lorenzo Flores stated that he felt the Attorneys and Financial Consultants hired by the City were not knowledgeable about the Treaty of Guadalupe Hidalgo which stated certain Water and Pueblo Rights under that treaty. Mr. Flores expressed his opinion regarding the agendas of the Attorneys, Consultants and the Governing Body and felt that helping the community was not in their best interests. Mr. Flores felt that there was no need to pay for water storage when there was no water and was strongly opposed to the proposed agreement.

Mr. Lee Einer advised that he had procedural objections to the proposed agreement and felt that voting on this issue right before the Mayoral Election was wrong. Mr. Einer added that the meeting was not being broadcast over Comcast and asked City Manager Martinez what the reason was for not broadcasting.

City Clerk Fresquez informed that the broadcasting agreement with Highlands University was for two meetings a month which included the Work Session and Regular Meeting held every month.

Mr. Einer felt that it was a perfect opportunity for the community not to be informed about the issue that would be discussed and voted on and stated that it would be the last chance in wrong doing by the Governing Body. Mr. Einer felt that the Governing Body should do the right thing and table this issue for two days and felt that people, who knew most about the water which were members of the Acequia Association and farmers, were not at the table to help in the decisions of the proposal.

Mr. Gabe Estrada advised that he was one of the protestors of the proposed agreement and was disappointed that a list of protestors was not included in the nine page read-out provided. Mr. Estrada stated that his reason to protest was due to not having permits in order to move ahead with a shovel-ready project and added that he felt there were too many unanswered questions. Mr. Estrada felt that dividing the water was a very important issue that would have to be resolved and hoped that more time would have been taken to make the decision on the proposed agreement and wished the best to those running for office.

Mr. Mike Estrada expressed his concerns of the timely issues regarding the sharing of water and spoke of the importance of the accountability of tax payer money being spent with no resolve. Mr. Estrada added that the previous utility rate increase implemented to match funds for restoration of Brander Dam was a waste. Mr. Estrada spoke of how critical it was for the Governing Body to work together with the community in order to come to a resolution. Mr. Estrada also stated that he had concerns regarding the diversion and who had the authorization to ask Storrie Project to increase the inlet from 12 to 40.

Mr. Richard Cozens stated that he represented the RGAA and was the Mayordomo of the Romero Ditch. Mr. Cozens advised that he had concerns in relation to inconsistencies in the proposed agreement regarding evaporation losses and stated that there should be shared evaporative loss between the City and Storage Project. Mr. Cozens questioned the awareness of the Governing Body of the inconsistencies and added that he was also concerned about the City retrieving water back out of the lake below the dead pool and refilling it with river water, as it had in the past when storing water at Storrie Lake. Mr. Cozens expressed that he thought that the Governing Body was not fully informed about the issues he discussed.

Mr. Steve Reichert advised that he supported the proposed agreement and the Las Vegas National Wildlife Refuge. Mr. Reichert stated that some issues discussed needed to be addressed although he thought the proposed agreement would be a great benefit and would be a reliable source for the Acequias, the stream and the community. Mr. Reichert explained that the proposed agreement would also benefit the City in the event of a storm coming through and added that additional water in the lake would be available for the State Park, to avoid animal wildlife extinction and benefit all people in the community.

Mr. Michael Montoya advised that he had formerly served as a Council member, that he owed no one favors and that he was there on his own free will and stated that it took a lot of courage to make a decision regarding the proposed agreement that would affect the community for many years to come and asked Council not to base their decision on the election and to do the right thing. Mr. Montoya spoke of the many challenges regarding the issue of water for many years and added that he felt that honoring the agreement would improve the quality of life

and growth in the community. Mr. Montoya stated that this issue was finally coming to an end and this was the last opportunity for the City to move ahead and asked Council to make it right and support the proposed agreement.

City Clerk Fresquez read a letter from Owner/Water User of SPWUA 2- Southwest Capital President Mike Melton stating that as ranchers, he and his family were the 4th largest water users in SPWUA for many years, and was in support of the proposed agreement with Storrie Project. Mr. Melton also stated in his letter that the proposed project would improve the quality of life for the community, business community, housing opportunity, agriculture, recreational activities and would also generate GRT and Lodger's Tax revenue from out of town visitors. Mr. Melton added that SPWUA users would have a more efficient water delivery system allowing enjoying the agricultural way of life and advised that Southwest Capital was in support making the community an overall better place to live and work. Mr. Melton also stated that he was thankful to local leaders for working together for the greater good of the community.

City Attorney David Romero informed that he had been handed a petition for a temporary order of injunction which was requesting from the court that any actions from the Council would be postponed and advised that the petition at the present time had absolutely no impact on decisions or procedures during the meeting. City Attorney advised that there was no court order, a hearing had not been held and added that simply filing a motion with the court could not stop the process, the notice, the hearing and the consideration that would take place. City Attorney Romero advised Council that they would be able to continue with deliberation.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 16-09

Utilities Director Ken Garcia advised that the City has been in ongoing negotiations with the Storrie Project Water Users Association to draft an agreement that is mutually beneficial to both parties for water storage, purchase of bulk water and settling long-standing protest to the City's water storage applications before the Office of the State Engineer. Both parties have tentatively

reached an agreement for permanent perpetual water storage, purchase of bulk water and settlement of protests.

Utilities Director Garcia read Resolution #16-09 in its entirety.

Utilities Director Garcia advised that any questions or concerns should be directed to the City's Attorneys and Water Rights Consultants.

Councilor Herrera stated that some information discussed earlier had contradicted itself and added that Resolution 13-15 had been mentioned regarding the joint effort between the City and Storrie Project.

City Manager Martinez clarified that Resolution 13-15 referenced to promote water efficiency, water conservation and to improve water storage and conveyance.

Councilor Herrera questioned if there was a unanimous vote at the time of approval of Resolution 13-15.

City Clerk Fresquez advised that she would have to obtain the information from Council Meeting Minutes for that particular time.

Utilities Director Garcia read Resolution #13-15 approved on March 20, 2013 in its entirety.

Councilor Herrera wanted to clarify if the Governing Body voted unanimously on Resolution 13-15 for negotiations with Storrie Project and thought that it meant to come to a conclusion and should be completed with the direction given by Council back in 2013.

City Manager Martinez agreed that it meant that direction was given by Council to work with Storrie Lake.

Councilor Howell had a question regarding the lake and how would it be filled by Storrie Lake should the water fall below the dead pool.

Utilities Director Garcia clarified that City's plan was to have 300 acre feet in addition to the dead pool, which belonged to Storrie Lake and added that they agreed to keep that water above the dead pool, in addition to the City's 2300 acre feet.

Utilities Director Garcia explained that the dead pool was only 300 acre feet and that 2600 acre feet would remain above.

Utilities Director Garcia added that the evaporation process happens in an extended period of time therefore it would give the City a chance to work with Storrie Lake to physically pump the water and described it as an extreme scenario. Utilities Director Garcia informed that Storrie Lake now had an explicit responsibility in this agreement of keeping the water above the dead pool.

Councilor Howell asked if the City had ever reached the dead pool.

City Manager Martinez informed that the City had reached the dead pool in the early 2000's and advised the City was rushing to obtain floating pumps to try and get water from the dead pool.

Councilor Howell asked who was responsible for maintaining the canal gate in reference to the canal gate collapsing at the time of the previous storm.

Utilities Director Garcia advised that it was a combined responsibility between Storrie Lake Project Association and the New Mexico State Engineers Office and added that they are also responsible for the diversion gate as well but advised that he would not be able to speak for those entities.

Utilities Director Garcia added that one of the City's provisions during a significant flood event is the capability to divert through its diversion, into the City's reservoirs during peak flooding times.

Councilor Howell asked if damage to the canal gate would happen again, how long it would take to repair it and asked with storm damage would the City still be able to get their portion of City water.

Utilities Director Garcia explained that the City's diversion facilities were completely separate from Storrie Lakes' diversion facilities. It would not affect the City, from a diversion perspective.

Councilor Howell asked a question regarding the limit of protests.

City Water Rights Attorney Dempsey advised that there were no limits to filing protests and added that other Water Rights Users would be able to protest any application submitted by the City to the New Mexico State Engineer's Office for water storage or to transfer water rights into the City's system. Ms. Dempsey added that with this agreement it would limit protests from Storrie Lake Project Water Users Association/US and added that there were certain things that they could not protest at all and would resolve all Bradner Dam protests by SPWUA/US.

Councilor Howell had concerns regarding contamination of the lake.

Utilities Director Garcia advised that the agreement places Storrie Project and the New Mexico State Parks responsible for maintaining the uses of lake and the water quality of the lake.

Mr. Art Trujillo informed that the proposed agreement placed Storrie Project to retain sole responsibility for operation and management of the reservoir which included operating it in a safe and effective manner in accordance with Dam Safety Regulations. Mr. Trujillo added that the City's responsibility would involve moving water back and forth, particularly with reclaimed water and that it would meet water quality standards.

Councilor Howell had questions regarding the 2.83 acre feet of evaporation stated in the provided documents.

City Manager Martinez advised that part of the negotiations process included the evaluation of evaporation based on the surface of the lake.

Utilities Director Garcia stated that contrary to what was said earlier he wanted to clarify that there was shared evaporation between the City and Storrie Project and added that the topic of evaporation was greatly discussed as part of the

agreement. Utilities Director Garcia added that the City's Hydrologist worked with US Fish and Wildlife Hydrologists and they came up with an agreeable solution by both parties and added that it would not be a liability to the City.

Mr. Mustafa Chudnoff explained that the 2.83 acre ft per acre was unit rate of evaporation and added that the increase in the surface area of Storrie Lake that is induced by the City's introduction of its water and that the evaporation rate is only applied to the extra expansion of the surface area.

Mr. Chudnoff advised that the City's liability is very small and the evaporation rate was favorable to the City and added that he took Hydrologic calculations that determined with the 2.83 evaporation rate applied to the City's storage, the City would be able to fill and refill and gain storage for sufficient reserve.

Councilor Howell asked how long it would take to get the 2300 acre feet in Storrie Lake.

Utilities Director Garcia advised that it was too hard to predict and depended on a number of factors and added that Mr. Chudnoff went through historical records of river water flow and modeled to see the pattern of the flow and with the conclusion of that study, was able to inform that the City will be able to fill the reservoir.

Councilor Howell asked if the permit process required Governing Body approval.

Utilities Director Garcia advised that any permit would require the authority of the City and explained that the State Engineer's Office required a certain number of things before they would take action on any permit request and added that the City would need a co-applicant, which would be Storrie Project to request a permit.

Councilor Howell asked if that was the reason we didn't have permits and if the proposed agreement would facilitate the permit process.

Utilities Director Garcia advised that it was essential to include Storrie Project to make the request.

Councilor Howell asked how the agreement would affect the Acequias if it was approved.

Utilities Director Garcia advised that the City had worked with the City's hydrologist and the State Engineer's own independent modeling with results that say that the additional storage would help the Acequias and would take the City off the river for extended periods of time which would benefit the Acequias and stated that a report was available to Mayor and Council with the information.

Councilor Howell asked what would be the deterrent in postponing this agreement.

Utilities Director Garcia advised that the City of Las Vegas was a divided community and that there were so many different possible outcomes and that it would take a while to understand these issues and clarified that he was not condescending the new administration. Utilities Director Garcia added that he thought it would not be fair to turn this over to the new Administration to make the decision.

Discussion took place of the unanimous vote taken regarding Resolution 13-15.

Councilor Howell advised that he had Administration research the ties that the Mayor had to break and advised that it was not numerous.

Councilor Gurule-Giroń stated that she was not opposed to the agreement but thought that all parties were not represented and asked Mayor Ortiz, Jr., City Manager Martinez and Utilities Director Garcia to withdraw the application regarding the 2300 acre feet reservoir which more than likely would not come to fruition because of the Bradner agreement from the Morada. Councilor Gurule-Giroń added that the City needed a buy-in from other parties not by a selected minority.

Councilor Gurule-Giroń stated that in the past Mayor Ortiz, Jr. and Utilities Director had asked Council not to confirm the agreement when it was close to a final agreement. Councilor Gurule-Giroń agreed that the City needed to move forward but didn't agree with having to make this decision at the 11th hour and

added that the Acequias were omitted, which was not fair and that they needed to support livestock and agriculture.

Councilor Gurule-Giroń apologized to the all parties not included in the agreement and recommended that Council table this item for further review, to include Acequia members. Councilor Gurule-Giroń informed that Councilor Herrera openly stated that he would support to table the item if all partnerships were not represented and stated that she would hold him to that. Councilor Gurule-Giroń stated that she disagreed with Utilities Director Garcia on the fact that the new administration would not continue to work on a partnership and growth with Storrie Lake and the Acequias.

Mayor Ortiz, Jr. stated that he never said that to Councilor Gurule-Giroń and added that she might have been referring to the meeting held on March 30, 2015 when there were some changes at the last minute that they didn't agree with and advised that it was a recommendation.

Utilities Director Garcia stated that it was not appropriate to bring up what is discussed in Executive Session and on behalf of the city manager stated that staff had given Council their opinion but have never told them how to vote.

Mayor Ortiz, Jr. advised that he felt that attorneys for the Department of Interior have given him the clear message that the negotiations were final and that his fear was that they would probably not consider opening it up again. Mayor Ortiz, Jr. stated that he would feel irresponsible to postpone this decision for someone else to take on the responsibility that did not have the background and start from scratch and run into problems.

Utilities Director Garcia advised that he felt that Storrie Lake, the Acequias and the City all had their own interests and wanted everyone to succeed and stated as far as the Acequias not being included in the negotiations, that they were not Protestants to the Bradner application.

Utilities Director Garcia added that Gabe Estrada was protesting as a member of Storrie Lake and not representing the Acequias and that he did not take the opportunity to express himself at the time of mediation that occurred at the Office of the State Engineer. Utilities Director Garcia stated that he did not agree

with recommendation to include the Acequias and it would not be in the City's best interest to do so.

Councilor Gurule-Giroń advised that she disagreed with Mr. Garcia and stated that she believed that Mr. Estrada did file the protest on behalf of the Acequias. Councilor Gurule-Giroń added the agreement needed to be postponed due to lack of permits, the project not being feasible and that there were too many protests on the table.

Utilities Director Garcia explained that the agreement between SPWUA/US and the City had no protests and suggested that there may be confusion with other protests regarding to Bradner.

Discussion took place regarding if there were any protests against the Storrie Project agreement with the City.

Mr. William Gonzales mentioned that there was a protest by the Acequias regarding the aquifer storage and recovery.

Utilities Director Garcia clarified that the agreement with Storrie Project was separate and had nothing to do with the aquifer storage and recovery and added that the Acequias could continue to protest.

City Manager Martinez stated that this agreement was the result of an order by the State Engineers to mediate the Bradner protest to enter into negotiations and added that without an agreement you cannot obtain any permits.

Councilor Howell stated that in the past the Governing Body had extended an invitation to the Acequias to meet, but advised that they never replied.

Ms. Dempsey advised that negotiations with the Acequias had been attempted for several years and added that the courts' Special Master thought that not enough progress was being made with the litigation, therefore he called a halt. Ms. Dempsey added that the Acequias did not want to work with the mediator appointed by the court. Ms. Dempsey informed that the Special Master later encouraged the parties to mediate and explained that the last communication

was when the City made an offer and did not receive a counter offer from the Acequias.

Discussion took place of possibly taking the opportunity to have discussions with the Acequia members.

Councilor Herrera made a motion to approve Resolution #16-09 Authorizing the Mayor and City Manager to settle protest and enter into an agreement with the Storrie Project Water User Association. Councilor Howell seconded the motion.

Resolution 16-09 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION NO. 16-09

A CITY RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
MANAGER TO SETTLE PROTESTS AND ENTER INTO AN AGREEMENT
WITH THE STORRIE PROJECT WATER USERS ASSOCIATION TO
PURCHASE 2300 ACRE FEET OF PERMANENT WATER STORAGE AND 1200
ACRE FEET OF BULK WATER.

WHEREAS, on July 25, 1989, the City of Las Vegas (City) entered into an agreement (#0175-A) with the Storrie Project Water Users Association (SPWUA) to lease 500 acre feet of water storage capacity at a rate of \$37,500.00 (\$75.00/AF) adjusted for CPI annually; and

WHEREAS, agreement #0175-A was for a period of twenty years and expired on December 31, 2009 at a final rate of \$61,760.44 (\$123.00/AF); and

WHEREAS, both parties extended the lease agreement effective January 1, 2010 for a one year period with a one-time cash sum of \$100,000 (\$200.00/AF); and

WHEREAS, a second extension to the lease agreement went into effect January 2, 2011 for a term of 3 years payable at \$100,000 the first year, \$125,000 (\$250.00/AF) the second year and \$150,000 (\$300.00/AF) the third year totaling \$375,000; and

WHEREAS, on March 20, 2013 the Governing Body adopted Resolution No. 13-15 as a joint effort between the SPWUA and the City to promote water efficiency and water conservation and to improve water storage and conveyance; and

WHEREAS, the City and the SPWUA have been in negotiations since that March 20, 2013 to draft an agreement that is mutually beneficial to both parties; and

WHEREAS, the City, SPWUA and the United States Fish and Wildlife Service have generally agreed to settle ongoing protests to various water storage applications by the City and the City has agreed generally to the following terms and conditions with SPWUA:

1. Purchase by the City of a perpetual and permanent water storage easement for 2300 acre feet of storage capacity at Storrie Reservoir commencing at the level where the water stored by the City can be released by gravity through the City's outlet works.
2. The payment of twelve million dollars (\$12,000,000 or, \$5,217.39/AF) to be paid at closing of the storage easement contingent upon the approval of a joint storage permit application by the Office of the State Engineer.
3. Purchase by the City of 1200 acre feet of bulk water in Storrie Reservoir for the purchase price of three hundred sixty thousand dollars (\$360,000), together with interim storage for the bulk water at the rate of five thousand two hundred seventeen dollars and thirty nine cents (\$5,217.39) per month pending closing of the City's storage easement.
4. Closing of the bulk water agreement will occur upon approval of a joint temporary bulk water permit application or final bulk water permit application by the Office of the State Engineer.
5. The purchase price for the storage easement and the bulk water purchase shall escalate at the rate of 1% per annum commencing after September 30, 2016 until closing of each of these purchase transactions.
6. Authorization and consent by 83 1/3rd percent of SPWUA shareholders to these transactions.

WHEREAS, Ordinance No. 14-10 for Bond Water System Improvements was adopted on February 18, 2015 and will allow the City to finance the acquisition of storage with debt capacity; and

WHEREAS, the City will submit an application to the New Mexico Finance Authority for financing under the Public Project Revolving Fund and/or seek financing through the open bond market; and

WHEREAS, the City will use water fund cash to purchase the bulk water and the interim storage costs for the bulk water. Such funds are included in the City's FY 16 budget.

WHEREAS, the City will finance the transactions through existing water rates.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Las Vegas that the Mayor and the City Manager are authorized to settle ongoing protests to the City's various storage applications and to enter in to an agreement with the Storrie Project Water Users Association for 2300 acre feet of storage for the amount of \$12,000,000.00 and 1200 acre feet of bulk water for \$360,000, with temporary storage costs as provided above.

BE IT FURTHER RESOLVED that the agreement shall be deemed ratified by the governing body upon execution by the Mayor.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.
Attest:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

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

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

City Clerk Fresquez re-read the motion and advised that there was a tie.

Mayor Ortiz, Jr. stated that before he would make his ruling, he would ask the opinions of City Manager Martinez and Utilities Director Garcia regarding their recommendations on the issue.

City Manager Martinez replied that based on his experience in working in the Community Development Department, he had many projects being turned down due to drought, water availability and stated that it impacted economic growth. City Manager Martinez added that based on the negotiation processes and the comprehensiveness of the proposed agreement with Storrie Project, his recommendation was to move forward with the agreement.

Utilities Director Garcia advised that in any negotiations it takes a lot of give and take and added that negotiations are a difficult and timely process. Utilities Director Garcia thought this was a step forward to settle the issues that had plagued the community and supported the approval of the agreement.

Mayor Ortiz, Jr. voted yes on the motion, to break the tie.

Councilor Howell advised that he strongly recommended on setting a meeting with the Acequias for discussion, and asked if there were any objections from Council.

There were no objections from Council regarding to set up a meeting with the Acequias for discussion.

2. Approval/Disapproval of Resolution No. 16-10.

RBC Capital Markets Financial Advisor Cassidy advised that the New Mexico Finance Authority had a program allowing submission of an application to include borrowing funds and /or issuing bonds for assistance to finance projects from the public project revolving fund. The city has been in ongoing negotiations with the Storrie Project Water Users Association to draft an agreement that is mutually beneficial to both parties for water storage. Both parties have tentatively reached an agreement for permanent perpetual water storage. The city intends to cash purchase bulk water. The City will acquire permanent water storage for the municipal water system under this NMFA program.

Councilor Herrera made a motion to approve of Resolution 16-10 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Howell seconded the motion.

Resolution 16-10 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 16-10

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE

NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the City of Las Vegas, New Mexico ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the City Council of the City of Las Vegas ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to purchase a perpetual and permanent water storage easement for up to 2,300 acre feet of storage capacity at Storrie Reservoir for the City's municipal water system("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the Governing Body has approved Resolution #16-09 authorizing the Mayor and the City Manager to enter into an agreement with the Storrie Project Water Users Association (SPWUA) to purchase up to 2300 acre feet of permanent water storage; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

Section 1. That all action (not inconsistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED APPROVED AND ADOPTED this _____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.

Attest: _____

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

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

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

City Clerk Fresquez re-read the motion and advised that there was a tie.

Mayor Ortiz, Jr. voted yes on the motion, to break the tie.

ADJOURN

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

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

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON
THRU FEBRUARY 29, 2016 67% OF YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2016**

Total Budget to Actual Comparison

| | A | B | C | D | E | G |
|--------------------------------|-------------------|-------------------|------------------|-------------------|------------------|------------|
| | FY 2015 | FY 2016 | FY 2016 | FY 2015 | FY 2016 | (E/B) |
| | BUDGET | BUDGET | YTD - BUDGET | YTD - ACTUAL | YTD - ACTUAL | FY 2016 |
| | | | | | | % REV |
| PROPERTY TAX | 1,350,000 | 1,350,000 | 900,000 | 1,391,886 | 959,497 | 71% |
| GROSS RECEIPT TAX 1.225 | 3,550,000 | 3,550,000 | 2,366,667 | 3,372,528 | 2,393,778 | 67% |
| FRANCHISE TAX | 800,000 | 800,000 | 533,333 | 845,587 | 509,756 | 64% |
| GROSS RECEIPT TAX .75 | 2,585,000 | 2,585,000 | 1,723,333 | 2,219,100 | 1,575,050 | 61% |
| 1/8 INFRASTRUCTURE | 350,000 | 350,000 | 233,333 | 337,769 | 239,657 | 68% |
| GRT .25 (JAN 2011) | 680,000 | 680,000 | 453,333 | 664,189 | 473,705 | 70% |
| GRT -HOLD HARMLESS (JULY 2015) | - | (85,000) | -56,667 | - | - | 0% |
| LICENSE & FEES | 63,000 | 69,600 | 46,400 | 59,636 | 45,820 | 66% |
| INTERGOVERNMENTAL | 65,000 | 66,000 | 44,000 | 71,506 | 49,862 | 76% |
| LOCAL-FINES | 87,400 | 62,100 | 41,400 | 71,177 | 37,957 | 61% |
| LOCAL-MISC | 1,657,930 | 1,659,230 | 1,106,153 | 1,699,180 | 1,193,013 | 72% |
| TOTAL | 11,188,330 | 11,086,930 | 7,391,287 | 10,732,558 | 7,478,095 | 67% |

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

**GENERAL FUND EXPENDITURE COMPARISON
THRU FEBRUARY 29, 2016 67% OF YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2016**

Total Budget to Actual Comparison

| | A | B | C | D | E | F | H |
|----------------------|-------------------|-------------------|------------------|-------------------|------------------|------------------|------------|
| | FY 2015 | FY 2016 | FY 2016 | FY 2015 | FY 2016 | FY 2016 | (E/B) |
| | BUDGET | BUDGET | YTD - BUDGET | YTD - ACTUAL | YTD - ACTUAL | AVAIL. BAL. | % |
| | | | | | | | BDGT |
| JUDICIAL | 281,456 | 282,087 | 188,058 | 288,156 | 187,405 | 94,682 | 66% |
| EXECUTIVE | 479,970 | 480,602 | 320,401 | 440,030 | 299,196 | 181,406 | 62% |
| ADMINISTRATION | 253,986 | 247,913 | 165,275 | 210,082 | 152,251 | 95,662 | 61% |
| CITY ATTORNEY | 206,938 | 213,770 | 142,513 | 214,297 | 145,911 | 67,859 | 68% |
| PERSONNEL/HR | 253,741 | 274,354 | 182,903 | 258,657 | 191,541 | 82,813 | 70% |
| FINANCE | 572,076 | 569,608 | 379,739 | 541,037 | 370,268 | 199,340 | 65% |
| COMMUNITY DEV. | 466,064 | 567,364 | 378,243 | 435,919 | 304,924 | 262,440 | 54% |
| POLICE | 4,072,107 | 3,928,874 | 2,619,249 | 3,562,200 | 2,295,123 | 1,633,751 | 58% |
| CODE ENFORCEMENT | 167,755 | 168,661 | 112,441 | 129,052 | 77,103 | 91,558 | 46% |
| ANIMAL SHELTER | 129,000 | 133,690 | 89,127 | 133,687 | 69,222 | 64,468 | 52% |
| FIRE | 1,320,485 | 1,276,366 | 850,911 | 1,162,726 | 805,912 | 470,454 | 63% |
| PUBLIC WORKS/AIRPORT | 705,474 | 492,606 | 328,404 | 579,481 | 307,978 | 184,628 | 63% |
| PARKS | 0 | 305,020 | 203,347 | 0 | 101,091 | 203,929 | 33% |
| AIRPORT | 120,476 | 0 | 0 | 84,281 | 0 | 0 | 0% |
| LIBRARY | 198,041 | 201,256 | 134,171 | 189,396 | 138,126 | 63,130 | 69% |
| MUSEUM | 183,146 | 192,888 | 128,592 | 135,221 | 85,806 | 107,082 | 44% |
| GENERAL SERVICES | 2,509,609 | 2,649,000 | 1,766,000 | 2,013,579 | 1,337,348 | 1,311,652 | 50% |
| SALARY CONTINGENCY | 80,000 | 50,000 | 33,333 | 0 | 0 | 50,000 | 0% |
| TRANSFERS | 355,128 | 505,058 | 336,705 | 355,128 | 336,571 | 168,487 | 67% |
| TOTAL | 12,355,452 | 12,539,117 | 8,359,411 | 10,732,929 | 7,205,776 | 5,333,341 | 57% |

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU FEBRUARY 29, 2016 -67% OF YEAR LAPSED 8 OF 12 MONTHS
FISCAL YEAR 2016**

| | A | B | C | D | E | G (E/B) |
|--------------------|-------------------|-------------------|-------------------------|-------------------|-------------------------|------------|
| | FY 2015 BUDGET | FY 2016 BUDGET | FY 2016 YTD - BUDGET | FY 2015 ACTUAL | FY 2016 YTD - ACTUAL | % REV |
| WELLNESS CENTER | 115,000 | 100,000 | 66,667 | 91,337 | 76,537 | 77% |
| OPEN SWIM | 10,000 | 0 | 0 | 504 | | 0% |
| YAFL | 8,000 | 6,000 | 4,000 | 4,472 | 2,030 | 34% |
| YABL | 18,000 | 20,000 | 13,333 | 21,284 | 17,468 | 87% |
| SUMMER FUN PROGRAM | 30,000 | 20,000 | 13,333 | 20,092 | 2,593 | 13% |
| RECREATION-OTHER | 45,300 | 49,000 | 32,667 | 52,227 | 19,773 | 40% |
| GEN FUND TRANSFER | 450,000 | 400,000 | 266,667 | 450,000 | 266,560 | 67% |
| TOTAL | 676,300 | 595,000 | 396,667 | 639,916 | 384,961 | 65% |

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU FEBRUARY 29, 2016 -67% OF YEAR LAPSED 8 OF 12 MONTHS
FISCAL YEAR 2016**

| | A | B | C | D | E | F | H (E/B) % |
|----------------------|-------------------|-------------------|-------------------------|-------------------|-------------------------|------------------------|-----------------|
| | FY 2015 BUDGET | FY 2016 BUDGET | FY 2016 YTD - BUDGET | FY 2015 ACTUAL | FY 2016 YTD - ACTUAL | FY 2016 AVAIL. BAL. | % BDG |
| EMPLOYEE EXP. | 681,723 | 552,495 | 368,330 | 525,338 | 378,837 | 173,658 | 69% |
| YAFL | 2,500 | 3,500 | 2,333 | 3,791 | 2,964 | 536 | 85% |
| YABL | 5,850 | 5,000 | 3,333 | 2,853 | 4,475 | 525 | 90% |
| OTHER OPERATING EXP. | 85,750 | 68,240 | 45,493 | 63,826 | 40,682 | 27,558 | 60% |
| CAPITAL OUTLAY | 4,500 | 4,000 | 2,667 | 5,129 | 2,518 | 1,482 | 63% |
| TOTAL | 780,323 | 633,235 | 422,157 | 600,937 | 429,476 | 203,759 | 68% |

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU FEBRUARY 29, 2016 -67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2016**

| | <u>Total Budget to Actual Comparison</u> | | | | | G (E/B) % BUDGET |
|----------------------------------|--|-------------------|-------------------------|-------------------------|-------------------------|---------------------------|
| | A | B | C | D | E | |
| | FY 2015 BUDGET | FY 2016 BUDGET | FY 2016 YTD - BUDGET | FY 2015 YTD - ACTUAL | FY 2016 YTD - ACTUAL | |
| WASTE WATER (610) | 2,761,000 | 2,826,738 | 1,884,492 | 2,746,113 | 1,881,378 | 67% |
| NATURAL GAS (620) | 5,522,000 | 5,673,000 | 3,782,000 | 5,466,778 | 3,232,479 | 57% |
| SOLID WASTE (630) | 3,133,500 | 3,547,294 | 2,364,863 | 3,102,767 | 2,261,620 | 64% |
| WATER (640) | 4,602,850 | 4,742,650 | 3,161,767 | 4,631,871 | 3,272,502 | 69% |
| Total of Enterprise Funds | 16,019,350 | 16,789,682 | 11,193,121 | 15,947,529 | 10,647,979 | 63% |

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU FEBRUARY 29, 2016 -67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2016**

| | <u>Budget to</u> | | | | | | H (E/B) % BUDGET |
|----------------------------------|-------------------|-------------------|-------------------------|-------------------|-------------------------|------------------------|---------------------------|
| | A | B | C | D | E | F | |
| | FY 2015 BUDGET | FY 2016 BUDGET | FY 2016 YTD - BUDGET | FY 2015 ACTUAL | FY 2016 YTD - ACTUAL | FY 2016 AVAIL. BAL. | |
| WASTE WATER(610) | 2,761,000 | 2,663,075 | 1,775,383 | 2,627,866 | 1,610,959 | 1,052,116 | 60% |
| NATURAL GAS (620) | 5,522,000 | 6,178,945 | 4,119,297 | 5,251,844 | 3,137,215 | 3,041,730 | 51% |
| SOLID WASTE (630) | 3,091,854 | 3,330,517 | 2,220,345 | 2,802,509 | 1,852,142 | 1,478,375 | 56% |
| WATER (640) | 4,941,528 | 6,800,813 | 4,533,875 | 4,506,829 | 4,408,453 | 2,392,360 | 65% |
| Total of Enterprise Funds | 16,316,382 | 18,973,350 | 12,648,900 | 15,189,048 | 11,008,769 | 7,964,581 | 58% |

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Mar. 9, 16 **DEPT:** Police

MEETING DATE: March 16, 2016

ITEM/TOPIC: Out of State Travel

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for: Out of State Travel to Huntsville, Alabama on April 02-08, 2016

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: Approval

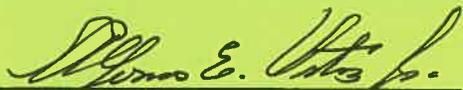
COMMITTEE RECOMMENDATION: no committee recommendation

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



Juan F. Montaña,
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • PH# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan F. Montaño

MEMORANDUM

TO: Juan F. Montaño, Chief of Police

THRU: DC Ken Jenkins

THRU: Cdr. Christopher Lopez *CL*

FROM: *[Signature]*
Eric N. Padilla
Commander

DATE: 02/23/2016

RE: Request for Out of State Training (International Symposium on Child Abuse)

This memo is a request to attend 32nd International Symposium on Child Abuse in Huntsville Alabama. The training dates for this symposium April 4-7, 2016. Mrs. Julie Kay Vigil-Romero from the Taos Children's Advocacy Center asked I attend the symposium. Mrs. Vigil-Romero advised me travel and room expenses for this training will be paid out a grant she received. Mrs. Vigil-Romero did advise meals will not be paid for out of the grant. I am requesting to go to this training on actual cost for meals, and be reimbursed at a later time. My day of departure would be April 2, 2016 and I will return on April 8, 2016. I believe this training will be informative and I will bring back new ideas and knowledge for the department. Attached is an email and information on the symposium.

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

[Signature]
Marla Martinez, Finance Specialist

2/25/16 - meals to be paid out of General Fund 101-4800-710-7202
Date

[Signature]
Beatrice Salazar, Grants Administrator

02/25/16
Date

Approved/Disapproved

[Signature]
Juan F. Montaño
Chief of Police

2-25-16
Date

XC: Suzette Rudolph, Administrative Asst. I
PD File



City of Las Vegas

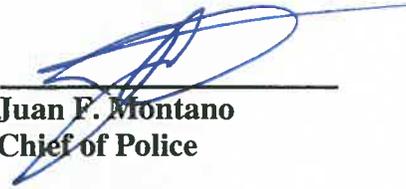
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan Montaña

MEMORANDUM

TO: Elmer J. Martinez
City Manager

FROM: 
Juan F. Montano
Chief of Police

DATE: March 4, 2016

RE: In State Travel-Huntsville, Alabama
32nd International Symposium on Child Abuse
April 4-7, 2016
1 LVPD Personnel

Estimated Travel Cost

| | |
|--|--------------------|
| ACTUAL COST for 1 LVPD Personnel @ \$ 45 (7 day) per day individual | \$315.00 |
| Registration for 1 LVPD Personnel @ \$ 569 per individual | \$ 569.00 |
| Airfare for 1 LVPD Personnel @ \$500 per individual | \$ 500.00 |
| Hotel for 1 LVPD Personnel @ \$ 92 plus tax (6 Nights) per individual | \$ 552.00 plus tax |
| TOTAL COST | \$ 1,936.00 |

All Expensive will be paid by Taos Children’s Advocacy Center except the cost of meals.

XC: FILE

Eric Padilla

From: Julie Kay V. Romero [JulieKayV@taoscav.org]
Sent: Thursday, February 18, 2016 10:59 AM
To: 'William North'
Cc: dmaggio@taosgov.com; celedon.gallegos@taoscounty.org; epadilla@ci.las-vegas.nm.us
Subject: NCAC Training

Importance: High

Hello Team Members,

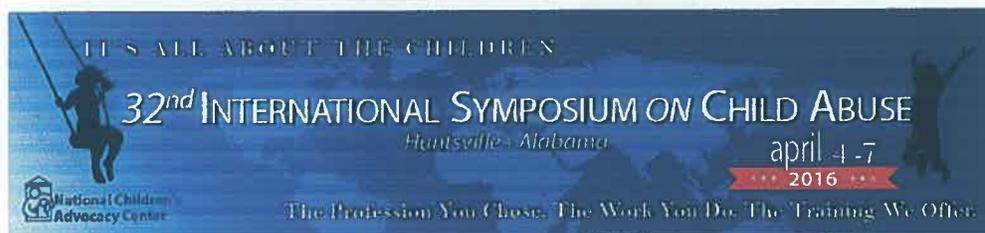
Please send me a scanned copy of you DL so that we may book flight arrangements and hotel/registration for the International NCAC Child Abuse Symposium being held in Huntsville Alabama on April 4-7 2016. You will be flying out the day prior to training April 2,2016 and returning on April 8,2016.

Thank You,
Julie Kay

Julie Kay Vigil-Romero
Taos Children's Advocacy Center Director
Community Against Violence
945 Salazar Road
Taos, New Mexico 87571
Phone: (575) 758-2361
Cell: (575) 224-1114
Fax: (575) 758-4051

Confidentiality Notice: Email is NOT a confidential or secure mode of communication. Therefore, confidentiality cannot be guaranteed when communicating via email. This e-mail, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message. CAV cannot ensure the security and confidentiality of unencrypted communications transmitted by email. CAV does not assume responsibility for damages resulting from unauthorized access, disclosure or tampering, which could have occurred during transmission.

32nd International Symposium on Child Abuse



THIS CONFERENCE IS FOR:

Administration • Child Protective Services • Forensic Interviewing • Human Trafficking/Sexual Exploitation • Law Enforcement • Medical • Mental Health/Treatment • Prevention • Prosecution/Legal • Secondary Traumatic Stress • Victim Advocacy

Dynamic Speakers and Workshops

#NCACSympo

The *32nd International Symposium on Child Abuse* offers over 130 workshops and is one of the few conferences that addresses all aspects of child maltreatment, including, but not limited to physical abuse, sexual abuse, neglect, exposure to violence, poly-victimization, exploitation, intervention, trafficking, and prevention.

Opening Plenary Keynote Speaker: Kim Lear

The Community Advantage: Building strong communities of support and productivity in the workplace.

Pre-Conference Workshops

REGISTRATION INFORMATION

Networking Opportunities

The *Symposium* welcomes more than 1,200 participants from around the world belonging to a variety of backgrounds, organizations, and agencies. Registration fee includes hospitality and networking events each evening, with transportation between official hotels and *Symposium* venues.

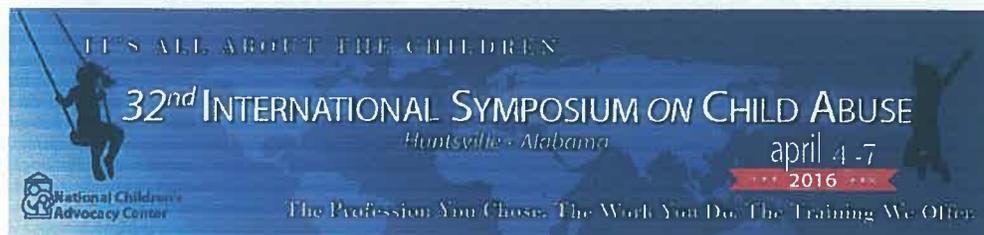
Leading Industry Exhibits

Come learn, gather ideas, and shop! Over 50 exhibiting organizations are onsite featuring leading programs and services for the child maltreatment field. Network and share best practices with colleagues. [Exhibitor Package](#)

The *International Symposium on Child Abuse* has hosted and trained professionals in the field of child abuse for over 31 years and continues to be one of the leading child abuse conferences worldwide. Exhibitor, Advertising, and Sponsorship opportunities are available.

For more information, contact [Amy Boyd](#).

Register for Symposium



Register Now for the 32nd International Symposium on Child Abuse

April 4-7, 2016

Von Braun Center
700 Monroe Street
Huntsville, Alabama 35801

Early Registration Fee - \$519

After February 5, 2016 - \$569

The registration fee includes access to all *Symposium* workshops; daily continental breakfast and lunch; Joe's Hospitality Room, "It's All About You" Band Party; and transportation between official hotels and *Symposium* venues.



Symposium registration opens Monday, April 4, 4:30 p.m. - 6:30 p.m., Von Braun Center, South Hall. The Opening Plenary Session begins on Tuesday, April 5, 8:30 a.m. Workshops sessions begin on Tuesday, April 5, 10:30 a.m. and conclude on Thursday, April 7, 4:30 p.m.

[REGISTER NOW](#)

Pre-Conference Registration Fee- \$99 (Includes lunch)

Pre-Conference Workshops are available on Monday, April 4, 9:00 a.m. - 4:00 p.m. Registration opens at 8:30 a.m. at the Von Braun Center, South Hall Pre-Function Area. (Transportation during the day is not included)

Pre-Conference and Symposium Early Registration- \$618

After February 5, 2016

Pre-Conference and Symposium Regular - \$668

For additional information about registration, please contact Jennifer Hardy at jhardy@nationalcac.org.

Conference-at-a-Glance

IT'S ALL ABOUT THE CHILDREN

32nd INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

Huntsville - Alabama

April 4-7
*** 2016 ***

The Profession You Chose. The Work You Do. The Training We Offer.

| Monday, April 4 | Tuesday, April 5 | Wednesday, April 6 | Thursday, April 7 |
|--|--|--|--|
| <p>Preconference Workshops</p> <p>Check-in at 8:30 a.m.</p> <p>Workshops 9:00 a.m. - 4:30 p.m.</p> <p>4:30 p.m. - 6:30 p.m. Early Registration (SH VBC)</p> | <p>7:00 a.m. - 8:30 a.m. Registration (SH VBC)</p> | | |
| | <p>8:30 a.m. - 10:00 a.m. Keynote Speaker Opening Plenary Session Kim Lear</p> | <p>8:30 a.m. - 12:00 p.m. Session IV</p> | <p>8:30 a.m. - 10:00 a.m. Session VII</p> |
| | <p>10:30 a.m. - 12:00 p.m. Session I</p> | | <p>10:30 a.m. - 12:00 p.m. Session VIII NCAC Tour*</p> |
| | <p>12:00 p.m. - 1:30 p.m. Networking Lunch (SH2)</p> | <p>12:00 p.m. - 1:00 p.m. Networking Lunch (SH2)</p> | <p>12:00 p.m. - 1:00 p.m. Networking Lunch (SH2)</p> |
| | <p>1:30 p.m. - 3:00 p.m. Session II</p> | <p>1:00 p.m. - 2:30 p.m. Session V NCAC Tour*</p> | <p>1:00 p.m. - 2:30 p.m. Session IX</p> |
| | <p>3:30 p.m. - 5:00 p.m. Session III</p> | <p>3:00 p.m. - 4:30 p.m. Session VI</p> | <p>3:00 p.m. - 4:30 p.m. Session X</p> |
| | <p>1:30 p.m. - 5:00 p.m. Session II/III</p> | | <p>1:00 p.m. - 4:30 p.m. Session IX/X</p> |
| | <p>5:00 p.m. - 10:00 p.m. Joe's Hospitality Room Campus No. 805</p> | <p>5:30 p.m. Symposium Band Party Campus No. 805</p> | |
| | <p>5:30 p.m. - 7:30 p.m. International Reception (Invite Only) Campus No. 805</p> | | |

CANCELLATION POLICY

Written cancellations received by March 4, 2016 will be refunded, less a \$75 administrative charge. NO REFUNDS will be made after March 4, 2016. Registration fee is transferable at no additional charge. All substitutions and/or changes will be handled on-site.

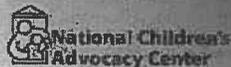


32nd INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

Huntsville • Alabama

april 4-7

*** 2016 ***



The Profession You Chose. The Work You Do. The Training We Offer.

| Monday, April 4 | Tuesday, April 5 | Wednesday, April 6 | Thursday, April 7 |
|---|--|---|--|
| <p>Preconference Workshops</p> <p>Check-In at 8:30 a.m.</p> <p>Workshops 9:00 a.m. - 4:30 p.m.</p> | <p>7:00 a.m. - 8:30 a.m. Registration (SH VBC)</p> | | <p>8:30 a.m. - 10:00 a.m. Session VII</p> |
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CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3-9-16

DEPT: Community Development

MEETING DATE: 3-16-16

ITEM/TOPIC: Agreement for donation of property owned at controlled by JKS Holdings LLC, located at 601 East University Avenue.

ACTION REQUESTED OF COUNCIL:

Approval/ Disapproval of Agreement for donation of property owned and controlled by JKS Holdings LLC, Located at 601 East University Avenue.

BACKGROUND/RATIONALE:

Property owners (JKS Holdings) has proposed to donate the said property in consideration of the City supplying one water tap, as well as a possible tax write off of the remaining balance after abatement has been completed. Community Development has the intention of developing the property as a recreational area.

STAFF RECOMMENDATION:

Approval of agreement for donation of property.

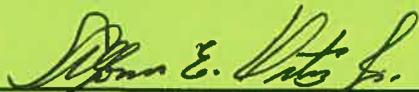
COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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)

AGREEMENT FOR DONATION

This agreement is entered into this _____ day of _____, 2016, by and between the City of Las Vegas, New Mexico, a Municipal Corporation (“City”), and JKS Holdings, L.L.C. (“Owner.”)

WHEREAS, Owner collectively owns two separately deeded but adjoining parcels totaling approximately 0.80 acres or 34,548 square feet of land in San Miguel County, Las Vegas, New Mexico, hereinafter known as the Texaco Bulk Plant located at 601 E. University Avenue.

WHEREAS, there are dilapidated structures on the property that are a public nuisance which require abatement under the City’s nuisance code;

WHEREAS, the property is directly north of the City of Las Vegas Soccer Field; and

WHEREAS, the property is appraised at a value of nineteen thousand dollars and no cents (\$19,000.00); and

WHEREAS, Owner has offered to donate the land, subject to certain conditions; and

WHEREAS, this written Agreement of the Parties reflects the offer and acceptance of the gift; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the parties agree as follows:

1. **DESCRIPTION OF GIFT.**

Owner agrees to donate approximately 0.80 acres or 34,548 square feet owned by JKS Holdings, LLC, which is more fully described in Exhibit “A” and Exhibit “B” attached hereto.

The City agrees to accept said property and agrees to all of the conditions and covenants set forth herein. All of the obligations of the Owner are contingent upon the fulfillment of the conditions stated herein, and the fulfillment of each and every covenant and warranty set forth herein by the City.

2. **OWNER OBLIGATIONS.**

Owner shall have the following obligations:

- a. The donated property shall be free of any liens, late taxes or other fees, expenses, and any or all debt applicable to the property.
- b. Owner through its agent Kenny Ross agrees that Ross Oil Company is the listed responsible party with the State of New Mexico Environment Department for any contamination resulting from bulk plant operations and will always be listed as such. It has been determined by the State that no soil removal or remediation is required and monitoring will continue to occur. Owner maintains that there shall be no liability to the city or any other future owner resulting from prior use.
- c. At such times and in such form as the City may require, Owner shall furnish to the City, such correspondence regarding the action by the State Environment Department along with the results of the monitoring devices.

3. **CITY OBLIGATIONS.**

- a. The City shall all abate the public nuisance violations (dilapidated building(s)) on the property within six months of the date of this agreement. All abatement costs will be deducted from the value of the property which is agreed are nineteen thousand dollars and no cents (\$19,000.00).

b. The City agrees to hold the Owner harmless from any liability in any manner related to the public nuisance abatement.

c. The City agrees and acknowledges that Ross Oil Company is the listed responsible party with the State of New Mexico and will always be listed as such and there shall be no liability to the City or any other future with regard to Paragraph 2 (b) of this agreement.

d. The City agrees that Owner (Kenny Ross) shall receive assistance from the City in securing tax credits for any remaining balance of the City's costs which will be deducted from the appraised value of \$19,000.00. If the city cost is less than the value of the property, then the City will aid Owner in obtaining a tax credit by providing evidence of the net value of the donation.

e. The City agrees to allow Kenny Ross a City water tap which will be located at 15 Aragon Road, Las Vegas, New Mexico. The city cost and fees for providing and installing this water tap will amount to approximately \$3,096.98 and will be included in compiling the total cost of obtaining the property. In the event the abatement and the tap costs exceed the \$19,000.00 amount, Mr. Ross agrees to be responsible in paying to the City the difference. Mr. Ross shall pay for all expenses in connecting his line to the tap. The water tap shall be installed within one year upon execution of this agreement.

4. **NO FINANCIAL INTEREST.**

No officer or employee of the City or of the Owner who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this agreement shall have any direct, personal financial interest in this agreement.

5. **INDEMNIFICATION.**

Owner agrees to indemnify and defend the City from all claims, demands, actions,

damages, costs, and liabilities which may arise out of the performance by Owner of this agreement.

6. **NO FURTHER LIABILITY.**

The City shall not be obligated or liable under this agreement to Owner or any other party for any monies, fees, dues, late taxes, etc. or for provision of any goods or services unless such liabilities are specifically agreed to in this Agreement.

7. **ASSIGNMENT.**

All rights of the Owners related to this agreement shall be assignable, except as noted in paragraph 2 (b), without restriction.

8. **BINDING EFFECT.**

This agreement shall bind and insure to the benefit of the successors, heirs, administrators and assigns each of the parties to the agreement. All restrictions covenants contained herein shall run with the land.

9. **TERM.**

This is a permanent contract after acceptance from both parties. Any modification of donation or services stated herein this agreement, shall be in writing and is subject to approval by the City and JKS Holdings, LLC.

10. Any correspondence regarding this Agreement shall be sent certified mail to:

The City of Las Vegas, New Mexico
Attn: City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
(505) 454-1401

JKS Holdings, LLC
Attn: Kenny Ross
P. O. Box 727
Springer, New Mexico 87747
(575) 483-2633

11. Kenny Ross, states that he has the authority to bind JKS Holdings, LLC and any other party who has an ownership interest in the donated property.

Executed this _____ day of _____, 2016

CITY OF LAS VEGAS:

Elmer J. Martinez, City Manager

ATTEST:

Casandra Fresquez, City Clerk

JKS HOLDINGS, LLC, OWNER:

Kenny Ross, President

Steven Ross

Jenell Ross

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, Jr., City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/03/16

DEPT: Utilities

MEETING DATE: 03/09/16

ITEM/TOPIC: Award request for proposal No. 2016-22 for on call services for maintenance/emergency repairs to the natural gas transmission line to DUB-L-EE and enter into negotiations.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposal #2016-22.

BACKGROUND/RATIONALE: This proposal allows for the Gas Division to have on call services readily available for maintenance and repairs as needed to the natural gas transmission line. We would like to award the proposal to and enter into negotiations with DUB-L-EE because they submitted all documents as requested in the proposal including certifications for each employee. Halo did not include this information.

Advertised: 1/4/2016; Las Vegas Optic, Albuquerque Journal and City Website
Proposal Opening: February 3, 2016
Number of Proposers: 2
Amount: To be negotiated with DUB-L-EE on a time and materials basis.
Budget Line Item: 627-0000-610-7407

STAFF RECOMMENDATION: Award request for bid #2016-22.

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

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

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

DATE: 3-Feb-2016

OPENING NO.: 2016-22

TIME: 2:00PM

DEPARTMENT: UTILITIES - GAS

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

ITEM(S): **ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE**

| RECEIVED FROM: | AMOUNT | BID BOND | AFFIDAVIT NOTARIZED | CAMPAIGN DISC. FORM |
|-----------------|--------|----------|---------------------|---------------------|
| 1 HALO | | | ✓ | ✓ |
| 2 DUB-L-EE, LLC | | | ✓ | ✓ |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 5 | | | | |

| COMPANY REPRESENTATIVE | COMPANY NAME |
|------------------------|-------------------|
| <i>[Signature]</i> | City of Las Vegas |
| <i>[Signature]</i> | City of Las Vegas |
| <i>[Signature]</i> | City of Las Vegas |
| | |
| | |
| | |
| | |
| | |

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY: *[Signature]*
DATE: 2-3-16

COPIES TAKEN BY: *[Signature]*
DATE: 2/3/2016

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 2/3/16



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: GAS DEPT ON-CALL SERVICE
PROJECT NUMBER: UT-GDTL-2016-1
PROJECT MANAGER: Marvin Cordova

ARCHITECT CITY _____
CONTRACT NUMBER: N/A

PROJECT DESCRIPTION:

On-Call services for maintenance/repair to the City of Las Vegas Natural Gas Transmission Line as needed.

TIMELINE: February 2016-May 2016

FUNDING SOURCES

City \$100,000
 State _____
 Federal _____
Total Funds \$100,000

ESTIMATED EXPENDITURES

Design _____
 Engineering Services _____
 Construction \$100,000

Total w/ GRT As needed only

BUDGETED AMOUNT: \$100,000

LINE ITEM NUMBER: 627-0000-610-7407

| ACTION | DESCRIPTION | DATE |
|---------------------------------------|--|-----------|
| Funding Source | | |
| Loan/Grant/City | City \$ 100,000 Loan \$ _____ Total \$ _____ | 2016 |
| Authorized Ordinance | | |
| Loan/Subsidy Agreement | | |
| Engineering Services Agreement | Contract# _____ Task Order# _____ \$ _____ | |
| Engineering Estimate | Total Engineer's Estimate \$ _____ | |
| Bid Document Review | Bid # Pending | |
| Advertisement | | |
| Bid Opening | Date _____ | |
| Bid Tabulation | Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ | |
| Construction Estimate | Contractor Share \$ _____ (Including NMGR) City Share \$ _____ | As needed |
| Engineer's Recommendation | Contractor _____ | |
| Staff Recommendation | | |
| Committee Recommendation | | |
| Council Approval | | |
| Notice To Proceed | | |

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m. February 3, 2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE

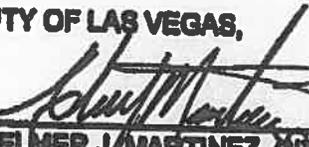
Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

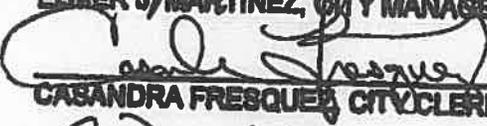
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: ON-CALL SERVICES FOR NATURAL GAS TRANSMISSION LINE, Opening No. 2016-22, on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,



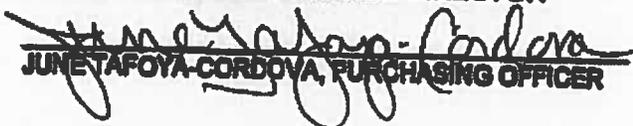
 ELMER J. MARTINEZ, CITY MANAGER



 CASANDRA FRESQUEZ, CITY CLERK



 ANN M. GALLEGOS, FINANCE DIRECTOR



 JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-22 Date Issued: 12.14.2015

Published: Las Vegas Optic 1-4-2016
 Albuquerque Journal 1-4-2016
 City of Las Vegas website: www.lasvegasnm.gov

KS OK

**CITY OF LAS VEGAS
REQUEST FOR PROPOSALS FOR ON-CALL SERVICES FOR
MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS
NATURAL GAS TRANSMISSION LINE**

The City of Las Vegas, New Mexico is requesting proposals for on-call services for Maintenance/Emergency repairs to the City of Las Vegas Natural Gas Transmission Line as defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform maintenance and/or Emergency and Repair Services on an as needed basis, as hereafter stated.

The Consulting duties shall include the following: **OFFEROR'S IDENTIFICATION:**

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

1. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Natural Gas System. Respond to this as Section B of Offeror's proposal.

2. LICENSES:

The Offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section C in Offeror's proposal.

3. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he has the necessary labor and equipment of piping fabrication and installation and machining work associated with service work on a Transmission Natural Gas system. Equipment and labor shall be available to be on site within 48 hours of receipt of a work order. Respond to this section as Section D in Offeror's proposal.

4. **EXPERIENCE IN EQUIPMENT REPAIR AND INSTALLATION:**

The offeror shall demonstrate at least five (5) years experience repairing and installing of gas transmission lines and other related Natural Gas system equipment. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. **EXPERIENCE WITH NATURAL GAS SYSTEM :**

The Offeror shall demonstrate at least five (5) years of proven performance working with Natural Gas systems. The Offeror shall also demonstrate knowledge of high and low pressure lines, valves, regulators, meters, welding on 8" steel coated 0.839 wall thickness pipe with operating pressures of 300 (PSI) pounds per square inch, installations, etc. Indicate the communities the work was performed for and reference individuals who can be contacted regarding the work. Respond to this section as Section F in Offeror's proposal.

6. **DOCUMENTATION:**

The Offeror shall provide documentation of operator's qualifications, welder's qualifications and drug and alcohol testing as per Public Regulation Commission requirements. The offeror shall indicate his minimum stock of replacement parts and anticipated delivery time for unstocked replacement items and parts. Respond to this section as Section G in Offeror's proposal.

7. **FACILITIES::**

The Offeror shall show that he has a machine shop facility or arrangements with a machine shop to perform work on a priority basis, and adequate space for storing parts, piping fabrication and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in Offeror's Proposal.

8. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

9. EQUIPMENT SELECTION SERVICES:

Some of the work will require the Contractor to prepare fabrication shop drawings, of pipings and also, as-built drawings as requested. The calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in Offeror's proposal.

10. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

11. NOTE:

Number of pages should not exceed a total of 25.

12. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

13. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

14. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

15. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, interviews with key employees, and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. **Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability.....20%**
2. **Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis.....25%**
3. **Past Record of Performance and Familiarity to Natural Gas Systems:....20%**
4. **Familiarity to Natural Gas Systems/Transmission Lines..... 25%**
5. **Proximity to Las Vegas New Mexico.....10%**

16.AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made

to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer.

17. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

18. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

19. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

1. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

2. Term

The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

20. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counterparts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1- Contractor
- 2- Owner
- 1- Bonding Company

21. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following: (1) Notice to Offerors, (2) Instructions and Information for Offerors, (3) Proposal, (4) Cost (5) Contract Agreement, (6) Performance Bond, (7) Labor and materials Payment Bond, (8) General conditions, and Provisions of the Scope of Service, (9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

22. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

23. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit five (5) of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____
} as COUNTY OF _____ }

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

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

Signature
day of _____, 20____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals 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: Feb 3, 2012 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: February, 2012. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 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), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (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. In addition, (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.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2008.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, 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)

RECEIVED
FEB 03 2016

OFFEROR INFORMATION

OFFEROR: Dub-L-EE, LLC

AUTHORIZED AGENT: Eddie Saiz

ADDRESS: 98 Hwy 66 East Albuquerque, NM 87125

TELEPHONE NUMBER (505) 292-1184

FAX NUMBER (505) 7

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 373895

SERVICE IS: ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE

2104!
etc

CITY OF LAS VEGAS
BUSINESS DEPT

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

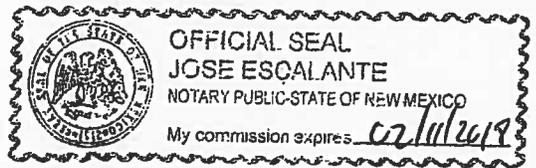
STATE OF New Mexico
) as COUNTY OF Bernalillo

I, Eddie Saiz of lawful age, being of first duty sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 28th day of January, 2016.

Signature _____

(SEAL)



Notary Public Signature _____
 My Commission Expires: 02/11/2019

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.

[Handwritten Signature]
Signature _____

1/28/16
Date _____

president
Title (Position) _____

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

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APPLICATION OF PREFERENCE

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FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 45-4953530

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) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: 03-241348003



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) : 1/28/2016

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

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

| | | | |
|--|--|--|--|
| PRODUCER Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600 | | CONTACT NAME: Merlinda Chavez PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500 E-MAIL ADDRESS: mchavez@westernassurance.com | |
| INSURED DUB-L-EE LLC 13 Old Rd Carnuel Albuquerque NM 87123 | | INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: RSUI Group, Inc INSURER C: Southwest Casualty Company INSURER D: INSURER E: INSURER F: | |

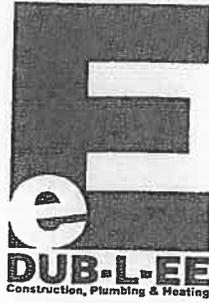
COVERAGES **CERTIFICATE NUMBER:** 15/16 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | ENP0218388 | 11/9/2015 | 11/9/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| A | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | EBA0218388 | 11/9/2015 | 11/9/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | ENP0218388 | 11/9/2015 | 11/9/2016 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Excess Liability \$ 3,000,000 |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 78410.104 New Mexico Employees Only | 5/7/2015 | 5/7/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE M Chavez/MERLIN |



January 27, 2016

City of Las Vegas,

(A) Scope of Work

DUB-L-EE LLC, 98 Highway 66 E Albuquerque, NM 87123

Eddie W. Saiz (President) (505) 515-4997 esaiz@dub-l-ee.com

Eddie J. Saiz (VP) (505) 730-7500 ejr@dub-l-lee.com

(B) Personnel Experience

DUB-L-EE LLC, has over 40 years' experience in the natural gas industry as a subcontractor to New Mexico Gas Company.

Principals: Eddie W. Saiz with over 32 years' experience in natural gas distribution/transmission systems

Principals: Eddie J. Saiz with over 10 years' experience in plumbing and heating

Manager: Martin Flores with over 19 years' experience in natural gas distribution/transmission systems

Alex Moya: Alex Moya with over 25 years' experience in plumbing, heating & construction

Employee/Welder: Raul Chavez with over 15 years' experience in natural gas distribution/transmission systems

Employee/Welder: Mike Knight with over 40 years' experience in natural gas distribution/transmission systems

(C) Licenses

(CID) Licenses: GA02, GA03, GF09, MM01, MM02, MM98

(D) Necessary Equipment

Welder w/arc equipment

Welder w/gas or PE equipment

Backhoe

Hole Hog

Dump Truck

Water Truck

Trencher

Pipe Truck/Trailer

Compressor

Hydra Tamper

Vibrator/Roler Tamper

Whacker Tamper

Water Pump

Mini Excavator

Vac Unit

Directional Drill Availability

3/4" - 8" Tapping Equipment

Necessary Labor

- 3- Combination (steel, plastic & Oxy/Acetylene) welders
- 3- Plastic fusion welders
- 4- Backhoe Operators
- 15- Helpers/Laborers

(E) Experience in Equipment Repair and Installation

Past 5 years references:

- Frank Aragon, NMGCO (505) 470-0668
- Peter Lopez, NMGCO (505) 659-8006
- Joe Sanchez, AUI (505) 264-5249
- Joe Montoya, City of Los Alamos (505) 662-8141
- Jon Jones, EMW Gas (505) 263-0819

(F) Experience with Natural Gas System

Past 5 years references:

- Frank Aragon, NMGCO (505) 470-0668
- Peter Lopez, NMGCO (505) 659-8006
- Joe Sanchez, AUI (505) 264-5249
- Joe Montoya, City of Los Alamos (505) 662-8141
- Jon Jones, EMW Gas (505) 263-0819

(G) Documentation

See attachment for operator, welder qualifications and drug and alcohol program

(H) Facilities

See attached photo of machine shop facility

(I) Financial

See attachment

(J) Equipment Selection Services

DUB-L-EE LLC, is capable of submitting computer software drawings or custom hand drawn isometric drawings to scale upon request.

(K) Additional information

N/A

NMGCO

Employee Qualification Card

For: Campos, Miguel

C00812

As of: 10/27/2015

| Qualification | Qualify | Requalify |
|--|-----------|-----------|
| 192-AOC 192-Abnormal Operating Conditions | 10/8/2014 | 10/8/2017 |
| 192-1401.01 Abandonment or Inactivation of Facilities | 6/10/2015 | 6/10/2018 |
| 192-1435 Bypass - Gas Mains and Services | 6/10/2015 | 6/10/2018 |
| 192-1434 Bypass - Regulator Stations and Meter Sets | 6/10/2015 | 6/10/2018 |
| 192-0503.01 Cathodic Protection System - Electrical Connections | 6/10/2015 | 6/10/2018 |
| 192-0501.04 Cathodic Protection System Maintenance: Anodes/Anode Ground Beds | 6/10/2015 | 6/10/2018 |
| 192-0501.03 Cathodic Protection System Maintenance: Electrical Isolation | 6/10/2015 | 6/10/2018 |
| 192-0505.01 Cathodic Protection System Testing: General | 6/10/2015 | 6/10/2018 |
| 192-0101 Characteristics and Hazards of Natural Gas | 10/7/2014 | 10/7/2017 |
| 192-0402.01 Coating Maintenance: General | 10/8/2014 | 10/8/2017 |
| 192-0401.01 Corrosion Monitoring - Atmospheric/Ext./Int.: General | 6/10/2015 | 6/10/2018 |
| 192-1408.05 Installation of Plastic Pipe: Above Ground | 6/10/2015 | 6/10/2018 |
| 192-1408.02 Installation of Plastic Pipe: Boring | 6/10/2015 | 6/10/2018 |
| 192-1408.01 Installation of Plastic Pipe: Direct Burial | 6/10/2015 | 6/10/2018 |
| 192-1408.06 Installation of Plastic Pipe: Insertion | 6/10/2015 | 6/10/2018 |
| 192-1421.01 Installation of Steel Pipe-Repair of Imperfections/Damage: Grind | 6/10/2015 | 6/10/2018 |
| 192-1409.05 Installation of Steel Pipe: Above Ground | 6/10/2015 | 6/10/2018 |
| 192-1409.02 Installation of Steel Pipe: Boring | 6/10/2015 | 6/10/2018 |
| 192-1409.01 Installation of Steel Pipe: Direct Burial | 6/10/2015 | 6/10/2018 |
| 192-1409.06 Installation of Steel Pipe: Insertion | 6/10/2015 | 6/10/2018 |
| 192-1005.06 Joining of Pipe - Flange Assembly | 6/10/2015 | 6/10/2018 |
| 192-1005.07 Joining of Pipe - Threaded Joints | 6/10/2015 | 6/10/2018 |
| 192-1432.01 Leak Clamps and Sleeves: Bolt-on type | 10/8/2014 | 10/8/2017 |

NMGCO

Employee Qualification Card For: Mendoza, Trinidad (Trini) C00249

As of: 10/27/2015

| Qualification | Qualify | Requalify |
|--|------------|------------|
| 192-AOC 192-Abnormal Operating Conditions | 7/23/2014 | 7/23/2017 |
| 192-1402.01 Backfilling | 7/24/2014 | 7/24/2017 |
| 192-0101 Characteristics and Hazards of Natural Gas | 7/23/2014 | 7/23/2017 |
| 192-1410.01 Cover - Service Lines, Mains, and Transmission Lines | 7/28/2014 | 7/28/2017 |
| 192-0804.01 Damage Prevention During Excavation | 7/25/2014 | 7/25/2017 |
| 192-1408.05 Installation of Plastic Pipe: Above Ground | 7/24/2014 | 7/24/2017 |
| 192-1408.02 Installation of Plastic Pipe: Boring | 7/24/2014 | 7/24/2017 |
| 192-1408.01 Installation of Plastic Pipe: Direct Burial | 7/24/2014 | 7/24/2017 |
| 192-1408.06 Installation of Plastic Pipe: Insertion | 7/24/2014 | 7/24/2017 |
| 192-1409.05 Installation of Steel Pipe: Above Ground | 7/24/2014 | 7/24/2017 |
| 192-1409.02 Installation of Steel Pipe: Boring | 7/24/2014 | 7/24/2017 |
| 192-1409.01 Installation of Steel Pipe: Direct Burial | 7/24/2014 | 7/24/2017 |
| 192-1409.06 Installation of Steel Pipe: Insertion | 7/24/2014 | 7/24/2017 |
| 192-1432.01 Leak Clamps and Sleeves: Bolt-on type | 5/5/2013 | 5/5/2016 |
| 192-1432.02 Leak Clamps and Sleeves: Composite Sleeve (Clock Spring) | 5/5/2013 | 5/5/2016 |
| 192-1003.01 Plastic Pipe - Butt Heat Fusion | 10/21/2015 | 10/21/2016 |
| 192-1002.01 Plastic Pipe - Electrofusion: Couplings | 10/21/2015 | 10/21/2016 |
| 192-1002.02 Plastic Pipe - Electrofusion: Sidewall | 10/21/2015 | 10/21/2016 |
| 192-1004.01 Plastic Pipe - Sidewall Heat Fusion | 10/21/2015 | 10/21/2016 |
| 192-2011.01 Prevention of Accidental Ignition | 7/23/2014 | 7/23/2017 |
| 192-1415.01 Protection from Hazards | 7/28/2014 | 7/28/2017 |
| 192-1436 Working with Blowing Gas | 7/23/2014 | 7/23/2017 |

NMGCO

Employee Qualification Card For: Flores, Martin (Jr.) F C00195

As of: 7/28/2015

| Qualification | Qualify | Requalify |
|--|-----------|-----------|
| 192-AOC 192-Abnormal Operating Conditions | 6/4/2015 | 6/4/2018 |
| 192-1401.01 Abandonment or Inactivation of Facilities | 6/29/2015 | 6/29/2018 |
| 192-1402.01 Backfilling | 6/30/2015 | 6/30/2018 |
| 192-1435 Bypass - Gas Mains and Services | 6/23/2015 | 6/23/2018 |
| 192-1434 Bypass - Regulator Stations and Meter Sets | 6/23/2015 | 6/23/2018 |
| 192-0503.01 Cathodic Protection System - Electrical Connections | 6/29/2015 | 6/29/2018 |
| 192-0501.04 Cathodic Protection System Maintenance: Anodes/Anode Ground Beds | 6/29/2015 | 6/29/2018 |
| 192-0501.03 Cathodic Protection System Maintenance: Electrical Isolation | 6/29/2015 | 6/29/2018 |
| 192-0505.01 Cathodic Protection System Testing: General | 6/29/2015 | 6/29/2018 |
| 192-0101 Characteristics and Hazards of Natural Gas | 6/4/2015 | 6/4/2018 |
| 192-0402.01 Coating Maintenance: General | 6/30/2015 | 6/30/2018 |
| 192-0401.01 Corrosion Monitoring - Atmospheric/Ext./Int.: General | 6/29/2015 | 6/29/2018 |
| 192-1410.01 Cover - Service Lines, Mains, and Transmission Lines | 6/29/2015 | 6/29/2018 |
| 192-0804.01 Damage Prevention During Excavation | 6/30/2015 | 6/30/2018 |
| 192-1411.01 Inspection: Compliance with Procedures and Standards | 6/7/2013 | 6/7/2016 |
| 192-1411.02 Inspection: Inspection of Materials | 6/7/2013 | 6/7/2016 |
| 192-1408.05 Installation of Plastic Pipe: Above Ground | 6/30/2015 | 6/30/2018 |
| 192-1408.02 Installation of Plastic Pipe: Boring | 6/30/2015 | 6/30/2018 |
| 192-1408.01 Installation of Plastic Pipe: Direct Burial | 6/30/2015 | 6/30/2018 |
| 192-1408.06 Installation of Plastic Pipe: Insertion | 6/30/2015 | 6/30/2018 |
| 192-1421.01 Installation of Steel Pipe-Repair of Imperfections/Damage: Grind | 6/30/2015 | 6/30/2018 |
| 192-1409.05 Installation of Steel Pipe: Above Ground | 6/29/2015 | 6/29/2018 |
| 192-1409.02 Installation of Steel Pipe: Boring | 6/29/2015 | 6/29/2018 |

NMGCO

Employee Qualification Card For: Flores, Martin (Jr.) F C00195

As of: 7/28/2015

| Qualification | Qualify | Requalify |
|---|-----------|-----------|
| 192-1409.01 Installation of Steel Pipe: Direct Burial | 6/29/2015 | 6/29/2018 |
| 192-1409.06 Installation of Steel Pipe: Insertion | 6/29/2015 | 6/29/2018 |
| 192-1005.06 Joining of Pipe - Flange Assembly | 6/7/2013 | 6/7/2016 |
| 192-1005.07 Joining of Pipe - Threaded Joints | 6/7/2013 | 6/7/2016 |
| 192-1432.01 Leak Clamps and Sleeves: Bolt-on type | 6/29/2015 | 6/29/2018 |
| 192-1432.02 Leak Clamps and Sleeves: Composite Sleeve (Clock Spring) | 6/29/2015 | 6/29/2018 |
| 192-1301.01 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure <=100 psi | 6/29/2015 | 6/29/2018 |
| 192-1301.02 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure > 100 psi | 6/29/2015 | 6/29/2018 |
| 192-1301.04 Leak/Strength Test - Svc/Main/Trans. Line: Op. Press. (soap test) | 6/29/2015 | 6/29/2018 |
| 192-1413.01 Line Markers | 6/7/2013 | 6/7/2016 |
| 192-0801.01 Locating Pipelines | 6/29/2015 | 6/29/2018 |
| 192-1005.03 Mechanical Joints - Compression Couplings 2" and Less | 6/7/2013 | 6/7/2016 |
| 192-1005.04 Mechanical Joints - Compression Couplings Greater Than 2" | 6/7/2013 | 6/7/2016 |
| 192-1414.04 Pipe Shutdown/Startup/Pressure Change: Oper. Identified Valve(s) | 6/29/2015 | 6/29/2018 |
| 192-1414.02 Pipe Shutdown/Startup/Pressure Change: Squeeze Off Pipe | 6/29/2015 | 6/29/2018 |
| 192-1414.03 Pipe Shutdown/Startup/Pressure Change: Stopper Pipe | 6/29/2015 | 6/29/2018 |
| 192-0512.01 Pipe-To-Soil Testing | 6/9/2013 | 6/9/2016 |
| 192-1003.01 Plastic Pipe - Butt Heat Fusion | 4/10/2015 | 4/10/2016 |
| 192-1004.01 Plastic Pipe - Sidewall Heat Fusion | 4/10/2015 | 4/10/2016 |
| 192-2011.01 Prevention of Accidental Ignition | 7/27/2015 | 7/27/2018 |
| 192-1415.01 Protection from Hazards | 6/29/2015 | 6/29/2018 |
| 192-1418.01 Purging: Large Vol., i.e. Segment of Main or Trans. Line, Etc. | 6/29/2015 | 6/29/2018 |
| 192-1418.02 Purging: Small Vol., e.g. Svc. Line, Short Pipe, Compressor, etc. | 6/29/2015 | 6/29/2018 |

NMGCO

Employee Qualification Card For: Flores, Martin (Jr.) F C00195

As of: 7/28/2015

| Qualification | Qualify | Requalify |
|--|-----------|-----------|
| 192-1431.01 Segment Removal | 6/29/2015 | 6/29/2018 |
| 192-2014.01 Service Lines Not In Use and Service Discontinuance | 6/30/2015 | 6/30/2018 |
| 192-1426.01 Tapping Steel and Plastic Pipe: Manual (self-tapping) | 6/22/2015 | 6/22/2018 |
| 192-1426.02 Tapping Steel and Plastic Pipe: Mechanical Tapping Equipment | 6/22/2015 | 6/22/2018 |
| 192-1405.01 Underground Clearances | 6/29/2015 | 6/29/2018 |
| 192-1436 Working with Blowing Gas | 6/23/2015 | 6/23/2018 |

NMGCO

Employee Qualification Card

For: Chavez, Raul

C00703

As of: 6/25/2015

| Qualification | Qualify | Requalify |
|--|------------|------------|
| 192-AOC 192-Abnormal Operating Conditions | 3/1/2013 | 3/1/2016 |
| 192-1401.01 Abandonment or Inactivation of Facilities | 3/4/2013 | 3/4/2016 |
| 192-1402.01 Backfilling | 3/19/2013 | 3/19/2016 |
| 192-1435 Bypass - Gas Mains and Services | 3/1/2013 | 3/1/2016 |
| 192-0503.01 Cathodic Protection System - Electrical Connections | 3/4/2013 | 3/4/2016 |
| 192-0501.04 Cathodic Protection System Maintenance: Anodes/Anode Ground Beds | 3/4/2013 | 3/4/2016 |
| 192-0501.03 Cathodic Protection System Maintenance: Electrical Isolation | 3/4/2013 | 3/4/2016 |
| 192-0501.02 Cathodic Protection System Maintenance: Rectifiers | 3/4/2013 | 3/4/2016 |
| 192-0101 Characteristics and Hazards of Natural Gas | 2/25/2013 | 2/25/2016 |
| 192-0402.01 Coating Maintenance: General | 3/4/2013 | 3/4/2016 |
| 192-0401.01 Corrosion Monitoring - Atmospheric/Ext./Int.: General | 3/4/2013 | 3/4/2016 |
| 192-1410.01 Cover - Service Lines, Mains, and Transmission Lines | 3/19/2013 | 3/19/2016 |
| 192-0804.01 Damage Prevention During Excavation | 3/19/2013 | 3/19/2016 |
| UGE-0401 Excavation Safety | 11/11/2013 | 11/11/2016 |
| 192-1203.01 Inside Gas Leakage Investigation | 3/4/2013 | 3/4/2016 |
| 192-1411.01 Inspection: Compliance with Procedures and Standards | 3/4/2013 | 3/4/2016 |
| 192-1411.02 Inspection: Inspection of Materials | 3/4/2013 | 3/4/2016 |
| 192-1408.05 Installation of Plastic Pipe: Above Ground | 3/4/2013 | 3/4/2016 |
| 192-1408.02 Installation of Plastic Pipe: Boring | 3/4/2013 | 3/4/2016 |
| 192-1408.01 Installation of Plastic Pipe: Direct Burial | 3/4/2013 | 3/4/2016 |
| 192-1408.06 Installation of Plastic Pipe: Insertion | 3/4/2013 | 3/4/2016 |
| 192-1421.01 Installation of Steel Pipe-Repair of Imperfections/Damage: Grind | 3/5/2013 | 3/5/2016 |
| 192-1409.05 Installation of Steel Pipe: Above Ground | 3/4/2013 | 3/4/2016 |

NMGCO

Employee Qualification Card

For: Chavez, Raul

C00703

As of: 6/25/2015

| Qualification | Qualify | Requalify |
|--|-----------|-----------|
| 192-1409.02 Installation of Steel Pipe: Boring | 3/4/2013 | 3/4/2016 |
| 192-1409.01 Installation of Steel Pipe: Direct Burial | 3/4/2013 | 3/4/2016 |
| 192-1409.06 Installation of Steel Pipe: Insertion | 3/4/2013 | 3/4/2016 |
| 192-1005.06 Joining of Pipe - Flange Assembly | 3/4/2013 | 3/4/2016 |
| 192-1005.07 Joining of Pipe - Threaded Joints | 3/4/2013 | 3/4/2016 |
| 192-1432.01 Leak Clamps and Sleeves: Bolt-on type | 3/5/2013 | 3/5/2016 |
| 192-1432.02 Leak Clamps and Sleeves: Composite Sleeve (Clock Spring) | 3/5/2013 | 3/5/2016 |
| 192-1301.01 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure \leq 100 psi | 3/4/2013 | 3/4/2016 |
| 192-1301.02 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure $>$ 100 psi | 3/4/2013 | 3/4/2016 |
| 192-1301.04 Leak/Strength Test - Svc/Main/Trans. Line: Op. Press. (soap test) | 3/4/2013 | 3/4/2016 |
| 192-1005.03 Mechanical Joints - Compression Couplings 2" and Less | 3/4/2013 | 3/4/2016 |
| 192-1005.04 Mechanical Joints - Compression Couplings Greater Than 2" | 3/4/2013 | 3/4/2016 |
| 192-1202.01 Outside Gas Leakage Investigation, Pinpointing, and Grading | 3/4/2013 | 3/4/2016 |
| 192-1414.05 Pipe Shutdown/Startup/Press. Change: Rqmt Other Pipe Matls | 3/5/2013 | 3/5/2016 |
| 192-1414.04 Pipe Shutdown/Startup/Pressure Change: Oper. Identified Valve(s) | 3/5/2013 | 3/5/2016 |
| 192-1414.02 Pipe Shutdown/Startup/Pressure Change: Squeeze Off Pipe | 3/4/2013 | 3/4/2016 |
| 192-1414.03 Pipe Shutdown/Startup/Pressure Change: Stopper Pipe | 3/5/2013 | 3/5/2016 |
| 192-0512.01 Pipe-To-Soil Testing | 3/4/2013 | 3/4/2016 |
| 192-1003.01 Plastic Pipe - Butt Heat Fusion | 4/10/2015 | 4/10/2016 |
| 192-1004.01 Plastic Pipe - Sidewall Heat Fusion | 4/10/2015 | 4/10/2016 |
| 192-2011.01 Prevention of Accidental Ignition | 3/5/2013 | 3/5/2016 |
| 192-1415.01 Protection from Hazards | 3/5/2013 | 3/5/2016 |
| 192-1418.01 Purging: Large Vol., i.e. Segment of Main or Trans. Line, Etc. | 3/5/2013 | 3/5/2016 |

NMGCO

Employee Qualification Card

For: Chavez, Raul

C00703

As of: 6/25/2015

| Qualification | Qualify | Requalify |
|---|-----------|-----------|
| 192-1418.02 Purging: Small Vol., e.g. Svc. Line, Short Pipe, Compressor, etc. | 3/5/2013 | 3/5/2016 |
| 192-1431.01 Segment Removal | 3/5/2013 | 3/5/2016 |
| 192-2014.01 Service Lines Not In Use and Service Discontinuance | 3/5/2013 | 3/5/2016 |
| 192-1426.01 Tapping Steel and Plastic Pipe: Manual (self-tapping) | 3/5/2013 | 3/5/2016 |
| 192-1426.02 Tapping Steel and Plastic Pipe: Mechanical Tapping Equipment | 3/5/2013 | 3/5/2016 |
| 192-1405.01 Underground Clearances | 2/27/2013 | 2/27/2016 |
| 192-1427.01 Valve Maintenance: Inspection/Partial Operation | 3/5/2013 | 3/5/2016 |
| 192-1427.02 Valve Maintenance: Maintenance | 3/5/2013 | 3/5/2016 |
| 192-1802.01 Vault Maintenance | 3/5/2013 | 3/5/2016 |
| 192-2402.01 Visual Inspection of Welds | 5/28/2015 | 5/28/2016 |
| 192-2401.01 Welding: Process | 5/28/2015 | 5/28/2016 |
| 192-1436 Working with Blowing Gas | 3/1/2013 | 3/1/2016 |

NMGCO GAS SERVICES

PLASTIC PIPE

WELDER QUALIFICATION

| | |
|---|--|
| Welder's Name Miguel Campos | Last 4 SSN 5691 |
| This welder has qualified in accordance with Company Specifications governing the joining of plastic pipe by heat fusion or solvent methods as indicated here on. | |
| Electro Fusion Joint Sizes 5" IPS, 7" IPS, 1" IPS 2" SCHEDULE 40 | P.E. Butt Fusion Joint Sizes |
| PVC Joint Sizes 1" | P.E. Service Tee Saddle Fusion Joint Sizes |
| Welder's Signature | Card Issue Date 10/22/2015 |

ELECTRO FUSION DESTRUCTIVE TESTS VERIFIED BY:

| | |
|--|--------------------|
| LOCATION San Antonio | DATE 10/22/2015 |
| P.E. BUTT FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: | |
| LOCATION | DATE |
| P.E. SADDLE FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: | |
| LOCATION | DATE |
| PVC JOINT DESTRUCTIVE TEST VERIFIED BY: | |
| LOCATION | DATE |

NMGCO GAS SERVICES

PLASTIC PIPE

WELDER QUALIFICATION

| | | |
|---|---|--------------------|
| Welders's Name Trinidad Mendoza | | Last 4 SSN 3219 |
| This welder has qualified in accordance with Company Specifications governing the joining of plastic pipe by heat fusion or solvent methods as indicated here on. | | |
| Electro Fusion Joint Sizes 2" I.P.S., 4" I.P.S., 6" I.P.S., 1" I.P.S. <i>2" Electro Tee, 4", 6"</i> | P.E. Butt Fusion Joint Sizes 1" I.P.S., 1/2" C.T.S., 2" I.P.S., 4" I.P.S., 6" I.P.S. | |
| PVC Joint Sizes | P.E. Service Tee Saddle Fusion Joint Sizes 2 X 1", 4 X 1", 6 X 1" | |
| Welder's Signature | Card Issue Date 10/22/2015 | |

ELECTRO FUSION DESTRUCTIVE TESTS VERIFIED BY:

| | |
|---|---------------------------|
| LOCATION <i>Santa Fe M. Sena.</i> | DATE <i>10/22/2015</i> |
| P.E. BUTT FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: <i>Michael Sena</i> | |
| LOCATION <i>Santa Fe</i> | DATE <i>10/22/2015</i> |
| P.E. SADDLE FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: <i>Michael Sena</i> | |
| LOCATION <i>Santa Fe</i> | DATE <i>10/22/2015</i> |
| PVC JOINT DESTRUCTIVE TEST VERIFIED BY: | |
| LOCATION | DATE |

NMGCO GAS SERVICES

WELDER QUALIFICATION

| | |
|---|--|
| Welders Name Angelo R Rivera | Last 4 SSN 8457 |
| This welder has qualified under the single qualification provisions of API 1104 in accordance with Company welding procedures stipulated below. | |
| Gas Procedure No. Oxy-5, Oxy-6, Oxy-7(F) | Stick Arc Procedure No. SMAW-5, SMAW-4, SMAW-1(F) |
| Welder's Signature | Qualification Expires 5/11/2016 |

QUALIFICATION TEST RECORD

| | PROCESS | LOCATION | DATE | INSPECTOR'S SIGNATURE |
|-------------------------|---------|----------|---------|-------------------------|
| REGULATION INITIAL TEST | GAS | | | |
| | ARC | | | |
| REGULATION TEST | GAS | AIB | 5-11-15 | <i>Mark [Signature]</i> |
| | ARC | AIB | 5-11-15 | <i>Mark [Signature]</i> |
| PRODUCTION WELD TEST | GAS | | | |
| | ARC | | | |

NMGCO GAS SERVICES

WELDER QUALIFICATION

| | |
|---|-------------------------|
| Welder's Name | |
| This welder has qualified under the single qualification provisions of API 1104 in accordance with Company welding procedures stipulated below. | |
| Gas Procedure No. | Stick Arc Procedure No. |
| Welder's Signature | Qualification Expires |

QUALIFICATION TEST RECORD

| | PROCESS | LOCATION | DATE | INSPECTOR'S SIGNATURE |
|-------------------------|---------|----------|------|-----------------------|
| REGULATION INITIAL TEST | GAS | | | |
| | ARC | | | |
| REGULATION TEST | GAS | | | |
| | ARC | | | |
| PRODUCTION WELD TEST | GAS | | | |
| | ARC | | | |

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | |
|--|--|---|--|--|--|
| DATE of Weld 5/11/2015 | | WELDER'S NAME Angelo R Rivera | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> LEFT HANDED <input type="checkbox"/> | |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input type="checkbox"/> INDOORS <input type="checkbox"/> OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | | WEATHER Clear. | |
| PIPE SPECIFICATION X42 | | PIPE MANUFACTURER Tex Tube | | TEMP: 75 | |
| MAKE OF WELDING MACHINE N/A | | SIZE N/A | | WIND BREAK USED NO | |
| BRAND OF ELECTRODE N/A | | MAKE OF OX-ACETYLENE EQUIPMENT Victor | | DIAMETER 4.500 | |
| | | BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8" | | WEIGHT PER FOOT 7.237 | |
| | | | | OX-ACETYLENE PRESSURE FLOWING 7 psig & 7 psig | |
| | | | | NUMBER OF PASSES-OX-ACETYLENE WELD 1 | |
| | | | | PROCEDURE NO. Oxy-6 | |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|--|---------------------------------|------------------|------|----------------|-------|
| | | | | | | | | |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|---------------------------|------|----------|-------------------------|---------|----------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | | | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|--------------------|--------------|-----------|-----------------|-------------------------------------|--------------------------|
| | T1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | |

| VISUAL | COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected |
|--------|--------------------|------------------|----------|---|-------------------------------------|
| | T2 | Clean Grey Metal | NVD | This Girth weld was visually and destructively tested to API 1104, section 6, requirements. | <input checked="" type="checkbox"/> |
| | B2 | Clean Grey Metal | NVD | | <input checked="" type="checkbox"/> |
| | | | | | |

| | | | | | |
|---|--|----------------------------|------------------------------|--|--------------------|
| SIZE AND WALL THICKNESS 0.113 1.05 | | GAS PRESSURE ON MAIN 58 | | LOCATION OF FRACTURE WELD <input type="checkbox"/> NIPPLE <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> | |
| DID WELD CONTAIN <input type="checkbox"/> PINHOLES <input type="checkbox"/> COLDROLL <input type="checkbox"/> UNDERCUT | | | DEPTH OF UNDERCUT | | LENGTH OF UNDERCUT |
| REMARKS ON TEE WELD GOOD TEE NAD | | | PROCEDURE NUMBER Oxy-7(F) | | |

| | | | |
|-----------|---|---------------|---|
| PIPE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC. TEE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
|-----------|---|---------------|---|

Signature of Company Qualifying Rep: *Mark [Signature]* Date Signed: **5-14-15**

Tested By: _____ Date Entered: _____

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | |
|--|--|---|--|--|--|
| DATE of Weld 5/11/2015 | | WELDER'S NAME Angelo R Rivera | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> LEFT HANDED <input type="checkbox"/> | |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input checked="" type="checkbox"/> INDOORS <input type="checkbox"/> OX-ACETYLENE <input type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | | WEATHER Clear | |
| PIPE SPECIFICATION X42 | | PIPE MANUFACTURER Tex Tube | | WALL THICKNESS 0.156 | |
| MAKE OF WELDING MACHINE Lincoln | | SIZE 305 D | | MAKE OF OX-ACETYLENE EQUIPMENT N/A | |
| BRAND OF ELECTRODE Lincoln | | BRAND OF OX-ACETYLENE ROD AND SIZE N/A | | WELDING NOZZLE SIZE N/A | |
| | | | | OX-ACETYLENE PRESSURE FLOWING N/A | |
| | | | | NUMBER OF PASSES-OX-ACETYLENE WELD N/A | |
| | | | | PROCEDURE NO. SMAW-5 | |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|---------------------------------|------------------|------|----------------|-------|
| | STRINGER BEAD E6010 5P+ 3/32" | | STRINGER BEAD | 130 | 70 | 30 | 23 |
| | HOT PASS E7010-A1 Shieldarc 85 1/8" | | HOT PASS | 130 | 105 | 45 | 26 |
| | FILL PASS(ES) | | FILL PASS(ES) | | | | |
| | COVER PASS E7010-A1 Shieldarc 85 1/8" | | COVER PASS | 130 | 100 | 40 | 25 |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|---------------------------|------|----------|-------------------------|---------|----------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | | | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|--------------------|--------------|-----------|-----------------|-------------------------------------|--------------------------|
| | T2 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| VISUAL TESTS | COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected | |
|--------------|--------------------|------------------|----------|---|-------------------------------------|--------------------------|
| | T1 | Clean Grey Metal | NVD | This Girth weld was visually and destructively tested to API 1104, section 6. requirements. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B2 | Clean Grey Metal | NVD | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | |

| | | | |
|-----------|---|--------------|--|
| PIPE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC.TEE WELD | QUALIFIED <input type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
|-----------|---|--------------|--|

Signature of Company Qualifying Rep: *Mark [Signature]*

Date Signed: 5.14.15

Tested By:

Date Entered:

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | |
|--|--|--|---|--|---|
| DATE of Weld 5/11/2015 | | WELDER'S NAME Angelo R Rivera | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> | REQUALIFYING TEST <input checked="" type="checkbox"/> |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input checked="" type="checkbox"/> INDOORS <input type="checkbox"/> | LEFT HANDED <input type="checkbox"/> | WEATHER Clear | PRODUCTION WELD TEST <input type="checkbox"/> |
| PIPE SPECIFICATION X42 | | OX-ACETYLENE <input type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | TEMP: 73 | | WIND BREAK USED NO |
| MAKE OF WELDING MACHINE Lincoln | | PIPE MANUFACTURER Tex Tube | WALL THICKNESS 0.188 | DIAMETER 8.625 | WEIGHT PER FOOT 16.940 |
| BRAND OF ELECTRODE Lincoln | | SIZE 305 D | MAKE OF OX-ACETYLENE EQUIPMENT N/A | WELDING NOZZLE SIZE N/A | OX-ACETYLENE PRESSURE FLOWING N/A |
| | | BRAND OF OX-ACETYLENE ROD AND SIZE N/A | NUMBER OF PASSES-OX-ACETYLENE WELD N/A | PROCEDURE NO. SMAW-4 | |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|---------------------------------|---------------|------|-------------|-------|
| | STRINGER BEAD E6010 5P+ 1/8" | | STRINGER BEAD | 190 | 100 | 30 | 24 |
| | HOT PASS E7010-A1 Shieldarc 85 1/8" | | HOT PASS | 190 | 120 | 45 | 28 |
| | FILL PASS(ES) | | FILL PASS(ES) | | | | |
| | COVER PASS E7010-A1 Shieldarc 85 5/32" | | COVER PASS | 190 | 120 | 40 | 29 |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|------------------------|------|----------|----------------------|-------------------------------------|--------------------------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | S1 | 9.00 | 1.000 | | | | | | | |
| B2 | 9.00 | 1.000 | 0.188 | 17,000 | 3.10 | 90,426 | NVD | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|-----------------|--------------|-----------|-----------------|-------------------------------------|--------------------------|
| | T2 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected |
|-----------------|------------------|----------|-------------------------------------|--------------------------|
| T1 | Clean Grey Metal | NVD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| S2 | Clean Grey Metal | NVD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|-------------------------------|--|
| SIZE AND WALL THICKNESS 0.113 1.05 | GAS PRESSURE ON MAIN 58 | LOCATION OF FRACTURE WELD <input type="checkbox"/> NIPPLE <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> |
| DID WELD CONTAIN <input type="checkbox"/> PINHOLES <input type="checkbox"/> COLDROLL <input type="checkbox"/> UNDERCUT | DEPTH OF UNDERCUT | LENGTH OF UNDERCUT |
| REMARKS ON TEE WELD GOOD TEE NAD | PROCEDURE NUMBER SMAW-1(F) | |

| | |
|--|--|
| PIPE WELD QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC. TEE WELD QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
|--|--|

Signature of Company Qualifying Rep: *Mark [Signature]* Date Signed: *5-14-15*

By: _____ Date Entered: _____

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | | |
|--|--|--|---|---|---|--------------------------|
| DATE of Weld 5/11/2015 | | WELDER'S NAME Angelo R Rivera | | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> | REQUALIFYING TEST <input checked="" type="checkbox"/> PRODUCTION WELD TEST <input type="checkbox"/> | |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input type="checkbox"/> INDOORS <input type="checkbox"/> | OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | LEFT HANDED <input type="checkbox"/> | WEATHER Clear | |
| PIPE SPECIFICATION X42 | | PIPE MANUFACTURER Tex Tube | | TEMP: 75 | WIND BREAK USED NO | |
| MAKE OF WELDING MACHINE N/A | | SIZE N/A | MAKE OF OX-ACETYLENE EQUIPMENT Victor | WALL THICKNESS 0.113 | DIAMETER 2.375 | WEIGHT PER FOOT 2.730 |
| BRAND OF ELECTRODE N/A | | BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8" | | WELDING NOZZLE SIZE #3 Victor or drill size #5 | OX-ACETYLENE PRESSURE FLOWING 7 psig & 7 psig | |
| | | | | NUMBER OF PASSES-OX-ACETYLENE WELD 1 | PROCEDURE NO. Oxy-5 | |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|---------------------------------|---------------|------|-------------|-------|
| | | | | | | | |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|------------------------|------|----------|----------------------|---|----------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | WELD TWO GOOD BREVE 1.50 FROM WELD | | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|-----------------|--------------|---------|----------|----------|----------|
| | | | | | | |

| GIRTH TESTS | COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected |
|-------------|-----------------|---------|----------|---|----------|
| | | | | This Girth weld was visually and destructively tested to API 1104, section 6, requirements. | |

| | | | | | |
|--|---|--|----------------------|------------------------------------|--|
| PIPE WELD | QUALIFIED <input checked="" type="checkbox"/> | NOT QUALIFIED <input type="checkbox"/> | SVC.TEE WELD | QUALIFIED <input type="checkbox"/> | NOT QUALIFIED <input type="checkbox"/> |
| Signature of Company Qualifying Rep: <i>Mace</i> | | | Date Signed: 5-14-15 | | |
| Signed By: | | | Date Entered: | | |

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | |
|--|--|---|--|---|---|
| DATE of Weld 5/11/2015 | | WELDER'S NAME Angelo R Rivera | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> | REQUALIFYING TEST <input checked="" type="checkbox"/> |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input type="checkbox"/> INDOORS <input type="checkbox"/> <input checked="" type="checkbox"/> OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | | LEFT HANDED <input type="checkbox"/> | PRODUCTION WELD TEST <input type="checkbox"/> |
| PIPE SPECIFICATION X42 | | PIPE MANUFACTURER Tex Tube | | WEATHER Clear | TEMP: 75 |
| MAKE OF WELDING MACHINE N/A | | SIZE N/A | | WALL THICKNESS 0.113 | DIAMETER 1.050 |
| BRAND OF ELECTRODE N/A | | BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8" | | WELDING NOZZLE SIZE #3 Victor or drill size #5 | OX-ACETYLENE PRESSURE FLOWING 7 psig & 7 psig |
| | | | | NUMBER OF PASSES-OX-ACETYLENE WELD 1 | PROCEDURE NO. Oxy-5 |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|---------------------------------|------------------|------|----------------|-------|
| | | | | | | | |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|---------------------------|------|----------|-------------------------|---|----------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | WELD ONE GOOD BLOWE 1" FROM WELD | | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|--------------------|--------------|---------|----------|----------|----------|
| | | | | | | |

| DESTRUCTIVE TESTS | COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected |
|-------------------|--------------------|---------|----------|---|----------|
| | | | | This Girth weld was visually and destructively tested to API 1104, section 6. requirements. | |

| | | | |
|--|---|----------------------|--|
| PIPE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC.TEE WELD | QUALIFIED <input type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
| Signature of Company Qualifying Rep: <i>Mark [Signature]</i> | | Date Signed: 5-14-15 | |
| Tested By: | | Date Entered: | |

NMGCC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | |
|--|---|--|
| DATE of Weld 4/20/2015 | WELDER'S NAME Angelo R Rivera | Last 4 SSN 8457 |
| LOCATION Albuquerque | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | RIGHT HANDED <input checked="" type="checkbox"/> LEFT HANDED <input type="checkbox"/> |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | ELECTRIC ARC <input type="checkbox"/> INDOORS <input type="checkbox"/> OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | WEATHER Clear |
| PIPE SPECIFICATION X42 | PIPE MANUFACTURER Tex Tube | TEMP: 75 |
| MAKE OF WELDING MACHINE /A | SIZE N/A | WELDING NOZZLE SIZE #3 Victor or drill size #5 |
| BRAND OF ELECTRODE /A | BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8" | OX-ACETYLENE PRESSURE FLOWING 7 psig & 7 psig |
| | NUMBER OF PASSES-OX-ACETYLENE WELD 1 | PROCEDURE NO. Oxy-6 |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|---------------------------------|---------------|------|-------------|-------|
| | | | | | | |

| COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|----------|--------|-------|------------------------|------|----------|----------------------|---------|----------|----------|
| LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | | |

| COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|-----------------|--------------|-----------|-----------------|-------------------------------------|--------------------------|
| T2 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected |
|-----------------|------------------|----------|-------------------------------------|--------------------------|
| T1 | Clean Grey Metal | NVD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B1 | Clean Grey Metal | NVD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|----------------------------|--|
| SIZE AND WALL THICKNESS 0.113 1.05 | GAS PRESSURE ON MAIN 58 | LOCATION OF FRACTURE WELD <input type="checkbox"/> NIPPLE <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> |
| DID WELD CONTAIN <input type="checkbox"/> PINHOLES <input type="checkbox"/> COLDROLL <input type="checkbox"/> UNDERCUT | | DEPTH OF UNDERCUT |
| REMARKS ON TEE WELD GOOD TEE NAD | | LENGTH OF UNDERCUT |
| | | PROCEDURE NUMBER Oxy-7(F) |

| | |
|--|--|
| PIPE WELD QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC. TEE WELD QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
|--|--|

Signature of Company Qualifying Rep: *Mark Smith* Date Signed: 4-21-15

Printed By: _____ Date Entered: _____

NMGC

(USE SEPARATE FORM FOR EACH WELDING PROCEDURE)

WELDER TEST REPORT

Qualified under API Standard 1104, as Incorporated by Reference in section 192.7

| | | | | | |
|--|--|--|---------------------------------------|--|--|
| DATE of Weld 4/20/2015 | | WELDER'S NAME Angelo R Rivera | | Last 4 SSN 8457 | |
| LOCATION Albuquerque | | NAME OF CONTRACTOR OR COMPANY Dub-L-EE | | RIGHT HANDED <input checked="" type="checkbox"/> | REQUALIFYING TEST <input type="checkbox"/> |
| POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL <input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED | | ELECTRIC ARC <input checked="" type="checkbox"/> INDOORS <input type="checkbox"/> | LEFT HANDED <input type="checkbox"/> | QUALIFYING TEST <input type="checkbox"/> | PRODUCTION WELD TEST <input checked="" type="checkbox"/> |
| PIPE SPECIFICATION X42 | | OX-ACETYLENE <input type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/> | WEATHER Clear | | TEMP: 72 |
| PIPE MANUFACTURER Tex Tube | | WALL THICKNESS 0.156 | | WIND BREAK USED NO | |
| PIPE MAKE OF WELDING MACHINE Lincoln | | PIPE SIZE 250 | MAKE OF OX-ACETYLENE EQUIPMENT N/A | DIAMETER 4.500 | |
| ELECTRODE BRAND Lincoln | | WELDING NOZZLE SIZE N/A | | WEIGHT PER FOOT 7.237 | |
| ELECTRODE BRAND Lincoln | | BRAND OF OX-ACETYLENE ROD AND SIZE N/A | | OX-ACETYLENE PRESSURE FLOWING N/A | |
| ELECTRODE BRAND Lincoln | | NUMBER OF PASSES-OX-ACETYLENE WELD N/A | | PROCEDURE NO. SMAW-5 | |

| PIPE WELD | WIRE OR ELECTRODE NOMENCLATURE TYPE AND SIZE | | MACHINE SETTING/ MTR READING | COURSE ADJUST | AMPS | FINE ADJUST | VOLTS |
|-----------|--|--|---------------------------------|------------------|------|----------------|-------|
| | STRINGER BEAD E6010 5P+ 3/32" | | STRINGER BEAD | 0 | 70 | 68 | 23 |
| | HOT PASS E7010-A1 Shieldarc 85 1/8" | | HOT PASS | 0 | 105 | 102 | 26 |
| | FILL PASS(ES) | | FILL PASS(ES) | | | | |
| | COVER PASS E7010-A1 Shieldarc 85 1/8" | | COVER PASS | 0 | 105 | 102 | 26 |

| TENSILE TESTS | COUPON | | | CROSS SEC. AREA SQ.IN. | LOAD | % ELONG. | COMPUTED TENSILE PSI | REMARKS | Accepted | Rejected |
|---------------|----------|--------|-------|---------------------------|------|----------|-------------------------|---------|----------|----------|
| | LOCATION | LENGTH | WIDTH | | | | | | | |
| | | | | | | | | | | |

| BEND TESTS | COUPON LOCATION | TYPE OF BEND | REMARKS | COMMENTS | Accepted | Rejected |
|------------|--------------------|--------------|-----------|-----------------|-------------------------------------|--------------------------|
| | T1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B1 | Root Bend | No Cracks | FULL U BEND NAD | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| TICK BREAK TESTS | COUPON LOCATION | REMARKS | COMMENTS | Accepted | Rejected | |
|------------------|--------------------|------------------|----------|---|-------------------------------------|--------------------------|
| | T2 | Clean Grey Metal | NVD | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | B2 | Clean Grey Metal | NVD | This Girth weld was visually and destructively tested to API 1104, section 6, requirements. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | | | |
|---|--|----------------------------|-------------------------------|--|--------------------|
| SIZE AND WALL THICKNESS 0.113 1.05 | | GAS PRESSURE ON MAIN 58 | | LOCATION OF FRACTURE WELD <input type="checkbox"/> NIPPLE <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> | |
| DID WELD CONTAIN <input type="checkbox"/> PINHOLES <input type="checkbox"/> COLDROLL <input type="checkbox"/> UNDERCUT | | | DEPTH OF UNDERCUT | | LENGTH OF UNDERCUT |
| REMARKS ON TEE WELD GOOD TEE NAD | | | PROCEDURE NUMBER SMAW-1(F) | | |

| | | | |
|-----------|---|---------------|---|
| PIPE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> | SVC. TEE WELD | QUALIFIED <input checked="" type="checkbox"/> NOT QUALIFIED <input type="checkbox"/> |
|-----------|---|---------------|---|

Signature of Company Qualifying Rep: Date Signed: 4-21-15

Prepared By: _____ Date Entered: _____

NMGCO

Employee Qualification Card

For: Lopez, Ramon
C00839

As of: 11/13/2015

| Qualification | Qualify | Requalify |
|--|-----------|-----------|
| 192-AOC 192-Abnormal Operating Conditions | 2/4/2013 | 2/4/2016 |
| 192-1401.01 Abandonment or Inactivation of Facilities | 2/21/2013 | 2/21/2016 |
| 192-1402.01 Backfilling | 4/5/2013 | 4/5/2016 |
| 192-1435 Bypass - Gas Mains and Services | 2/26/2013 | 2/26/2016 |
| 192-0503.01 Cathodic Protection System - Electrical Connections | 2/21/2013 | 2/21/2016 |
| 192-0501.04 Cathodic Protection System Maintenance: Anodes/Anode Ground Beds | 2/21/2013 | 2/21/2016 |
| 192-0501.03 Cathodic Protection System Maintenance: Electrical Isolation | 2/21/2013 | 2/21/2016 |
| 192-0101 Characteristics and Hazards of Natural Gas | 1/31/2013 | 1/31/2016 |
| 192-0402.01 Coating Maintenance: General | 2/21/2013 | 2/21/2016 |
| 192-0401.01 Corrosion Monitoring - Atmospheric/Ext./Int.: General | 2/21/2013 | 2/21/2016 |
| 192-1410.01 Cover - Service Lines, Mains, and Transmission Lines | 4/5/2013 | 4/5/2016 |
| 192-0804.01 Damage Prevention During Excavation | 4/5/2013 | 4/5/2016 |
| 192-1203.01 Inside Gas Leakage Investigation | 2/21/2013 | 2/21/2016 |
| 192-1411.01 Inspection: Compliance with Procedures and Standards | 2/22/2013 | 2/22/2016 |
| 192-1411.02 Inspection: Inspection of Materials | 2/22/2013 | 2/22/2016 |
| 192-1408.05 Installation of Plastic Pipe: Above Ground | 2/22/2013 | 2/22/2016 |
| 192-1408.02 Installation of Plastic Pipe: Boring | 2/22/2013 | 2/22/2016 |
| 192-1408.01 Installation of Plastic Pipe: Direct Burial | 2/22/2013 | 2/22/2016 |
| 192-1408.06 Installation of Plastic Pipe: Insertion | 2/22/2013 | 2/22/2016 |
| 192-1409.05 Installation of Steel Pipe: Above Ground | 2/22/2013 | 2/22/2016 |
| 192-1409.02 Installation of Steel Pipe: Boring | 2/22/2013 | 2/22/2016 |
| 192-1409.01 Installation of Steel Pipe: Direct Burial | 2/22/2013 | 2/22/2016 |
| 192-1409.06 Installation of Steel Pipe: Insertion | 2/22/2013 | 2/22/2016 |

NMGCO

Employee Qualification Card For: Lopez, Ramon C00839

As of: 11/13/2015

| Qualification | Qualify | Requalify |
|---|-----------|-----------|
| 192-1005.06 Joining of Pipe - Flange Assembly | 2/21/2013 | 2/21/2016 |
| 192-1005.07 Joining of Pipe - Threaded Joints | 2/21/2013 | 2/21/2016 |
| 192-1432.01 Leak Clamps and Sleeves: Bolt-on type | 2/22/2013 | 2/22/2016 |
| 192-1432.02 Leak Clamps and Sleeves: Composite Sleeve (Clock Spring) | 2/22/2013 | 2/22/2016 |
| 192-1301.01 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure <=100 psi | 2/21/2013 | 2/21/2016 |
| 192-1301.02 Leak/Strength Test - Svc/Main/Trans. Line: Gas pressure > 100 psi | 2/21/2013 | 2/21/2016 |
| 192-1301.04 Leak/Strength Test - Svc/Main/Trans. Line: Op. Press. (soap test) | 2/21/2013 | 2/21/2016 |
| 192-1413.01 Line Markers | 2/22/2013 | 2/22/2016 |
| 192-1005.03 Mechanical Joints - Compression Couplings 2" and Less | 2/21/2013 | 2/21/2016 |
| 192-1005.04 Mechanical Joints - Compression Couplings Greater Than 2" | 2/21/2013 | 2/21/2016 |
| 192-1202.01 Outside Gas Leakage Investigation, Pinpointing, and Grading | 2/21/2013 | 2/21/2016 |
| 192-1414.05 Pipe Shutdown/Startup/Press. Change: Rqmt Other Pipe Matls | 2/22/2013 | 2/22/2016 |
| 192-1414.04 Pipe Shutdown/Startup/Pressure Change: Oper. Identified Valve(s) | 2/21/2013 | 2/21/2016 |
| 192-1414.02 Pipe Shutdown/Startup/Pressure Change: Squeeze Off Pipe | 2/21/2013 | 2/21/2016 |
| 192-1414.03 Pipe Shutdown/Startup/Pressure Change: Stopper Pipe | 2/22/2013 | 2/22/2016 |
| 192-0512.01 Pipe-To-Soil Testing | 2/21/2013 | 2/21/2016 |
| 192-1003.01 Plastic Pipe - Butt Heat Fusion | 11/4/2015 | 11/4/2016 |
| 192-1002.01 Plastic Pipe - Electrofusion: Couplings | 11/4/2015 | 11/4/2016 |
| 192-1002.02 Plastic Pipe - Electrofusion: Sidewall | 11/4/2015 | 11/4/2016 |
| 192-1004.01 Plastic Pipe - Sidewall Heat Fusion | 11/4/2015 | 11/4/2016 |
| 192-2011.01 Prevention of Accidental Ignition | 2/18/2013 | 2/18/2016 |
| 192-1415.01 Protection from Hazards | 2/13/2013 | 2/13/2016 |
| 192-1418.01 Purging: Large Vol., i.e. Segment of Main or Trans. Line, Etc. | 2/21/2013 | 2/21/2016 |

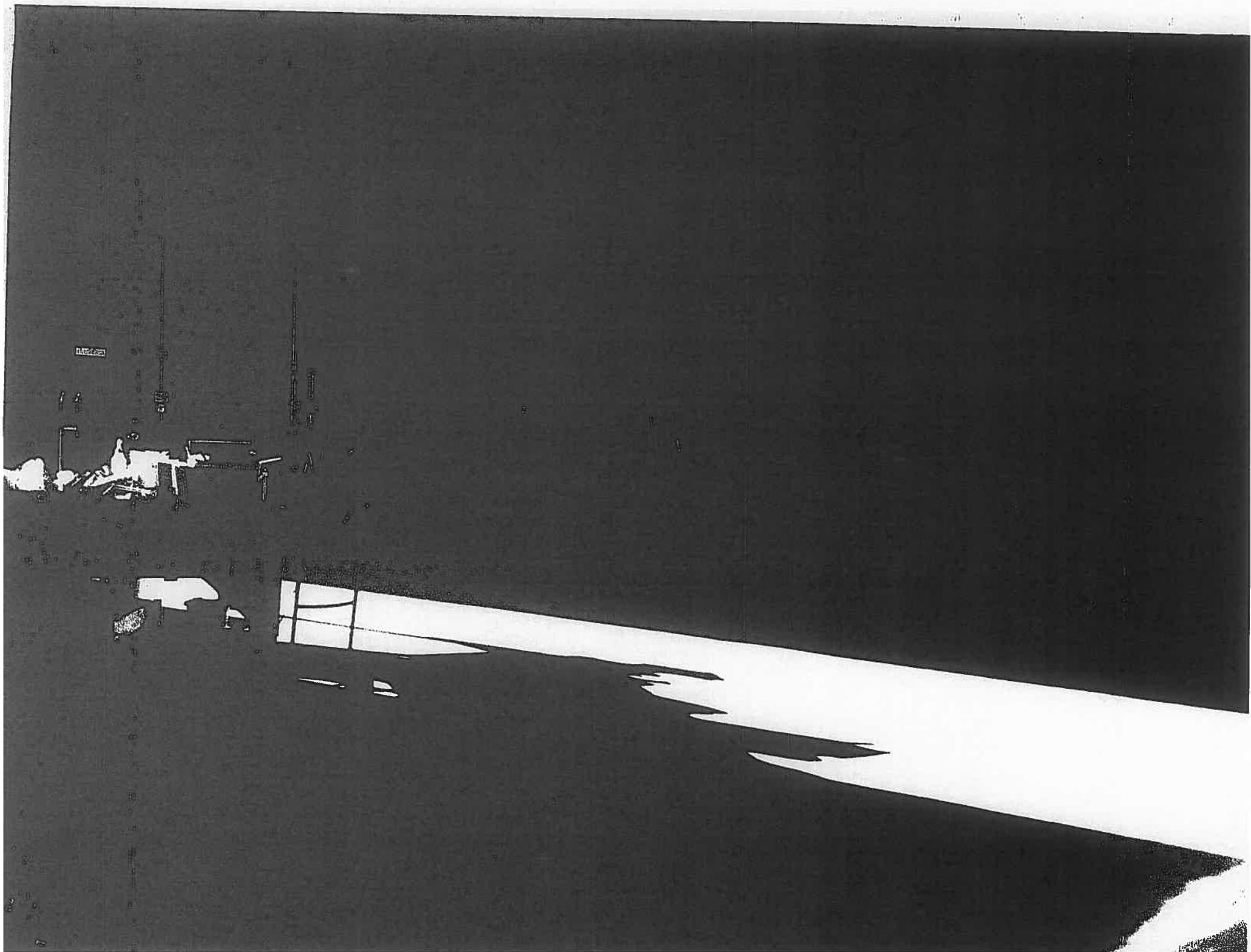
NMGCO

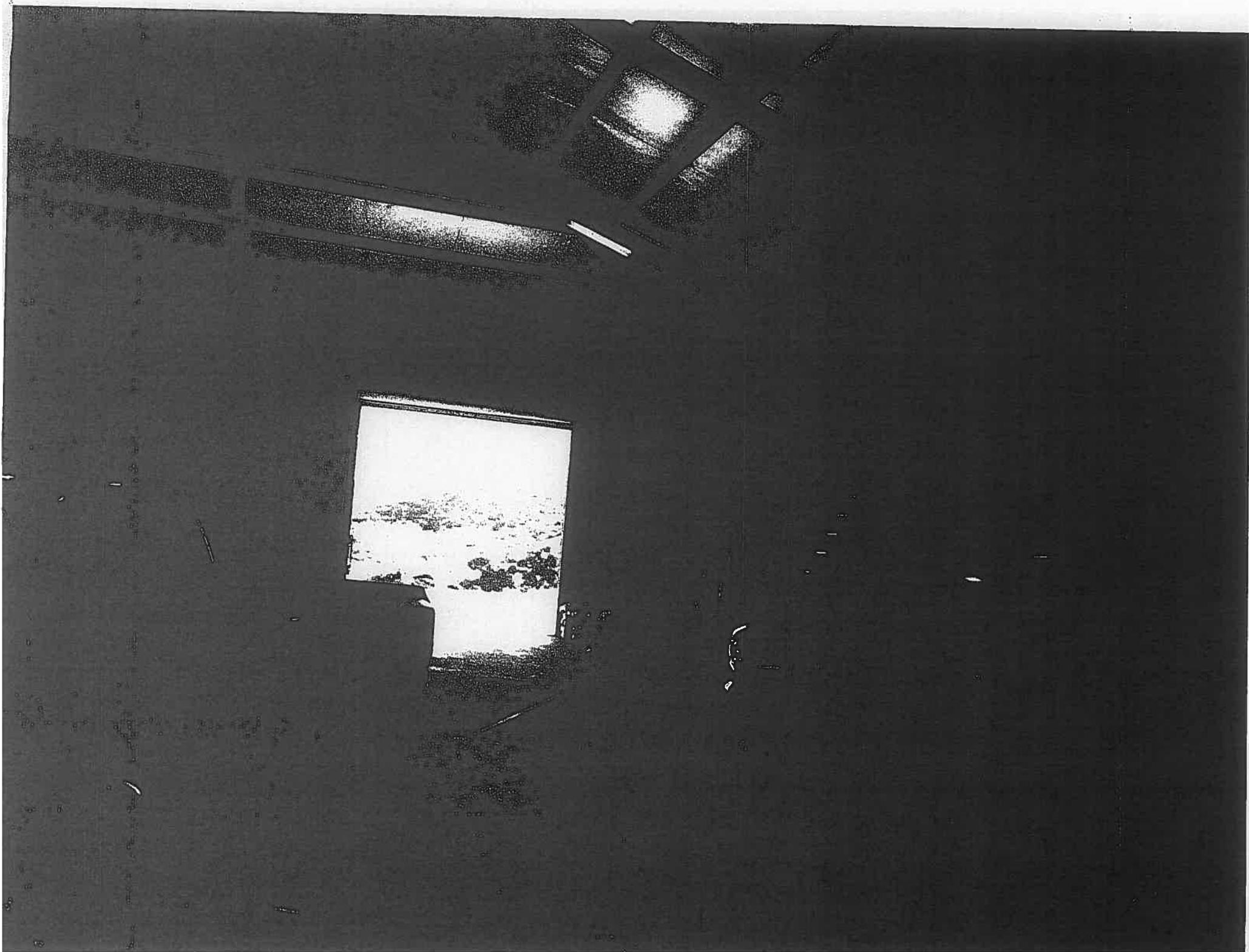
Employee Qualification Card

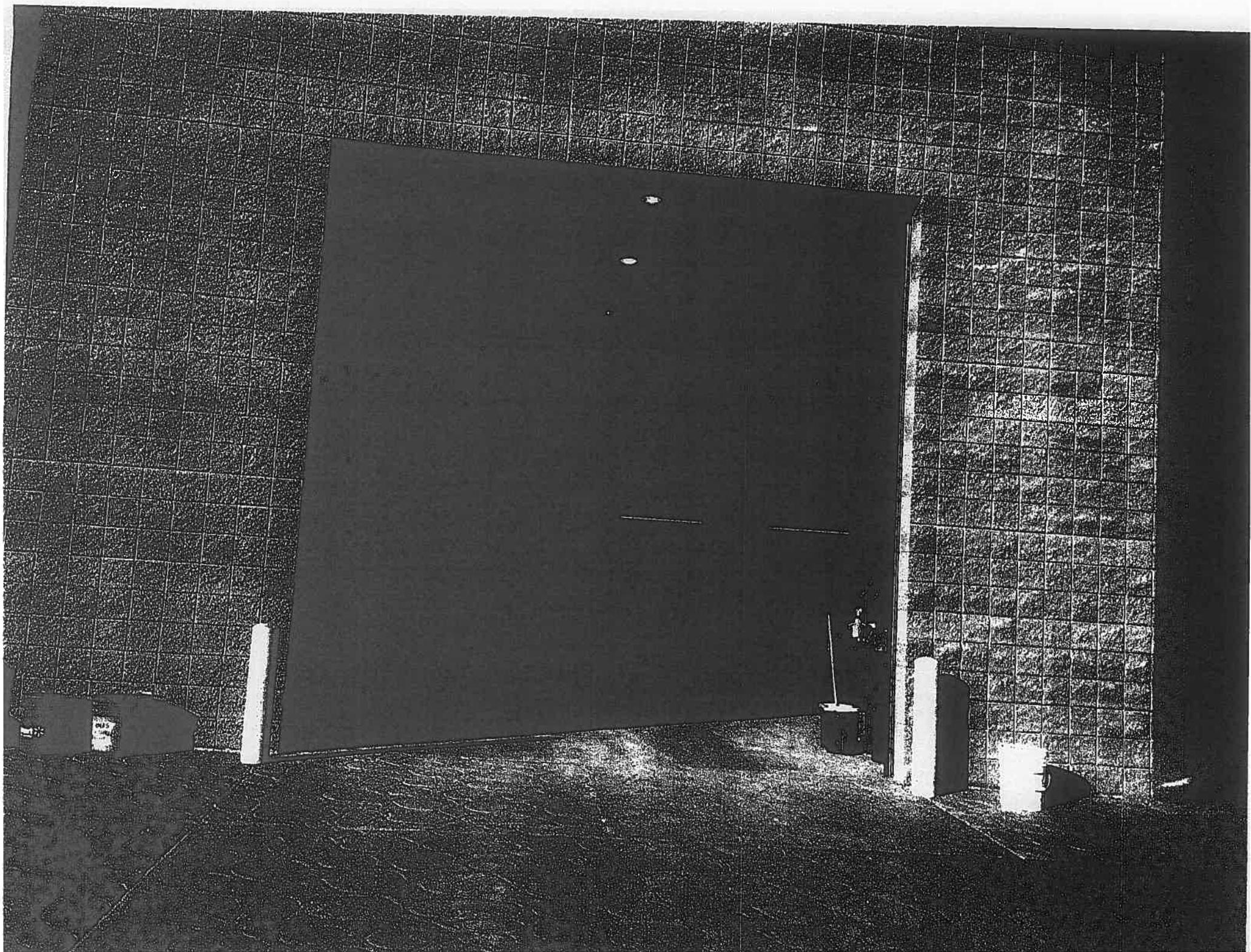
For: Lopez, Ramon
C00839

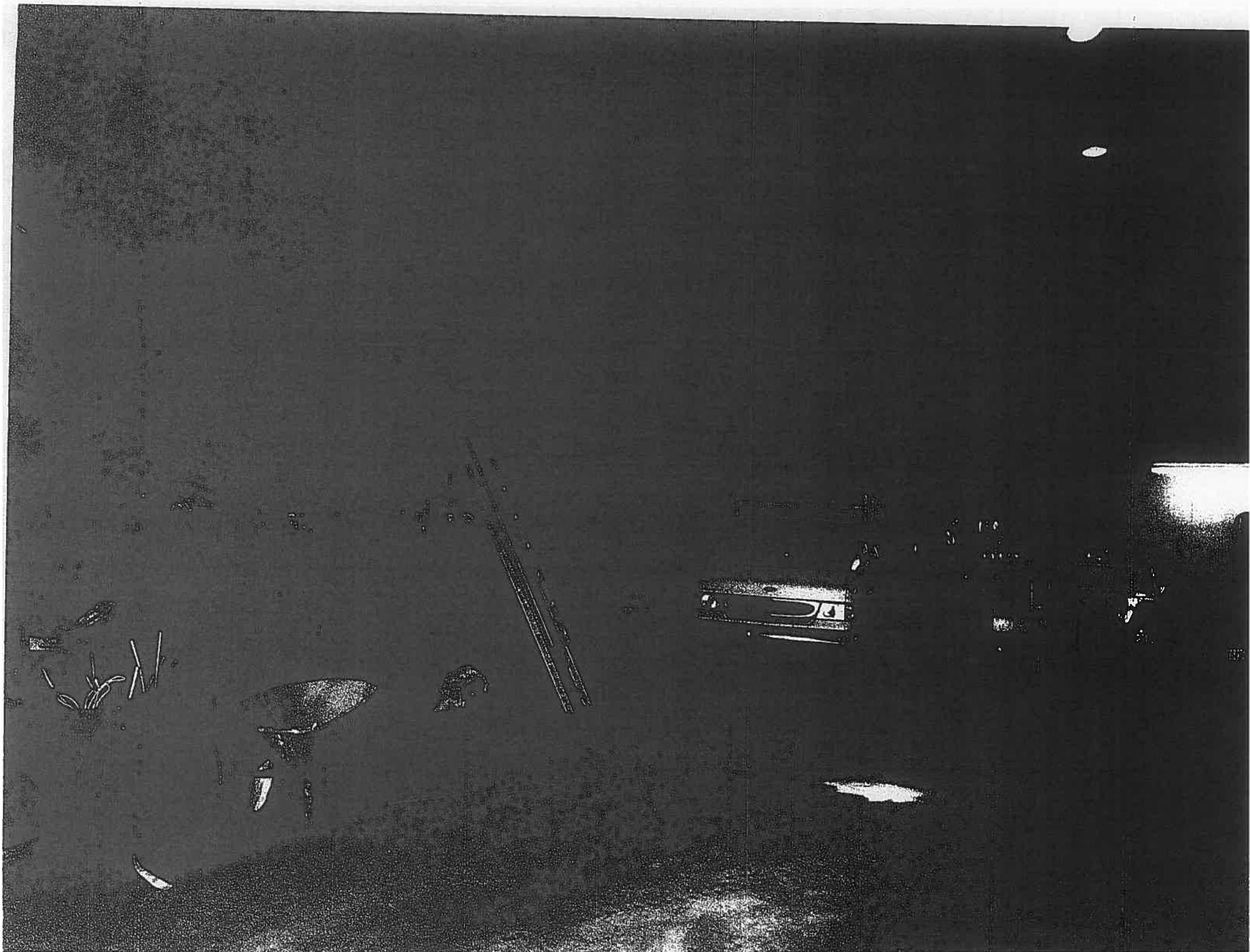
As of: 11/13/2015

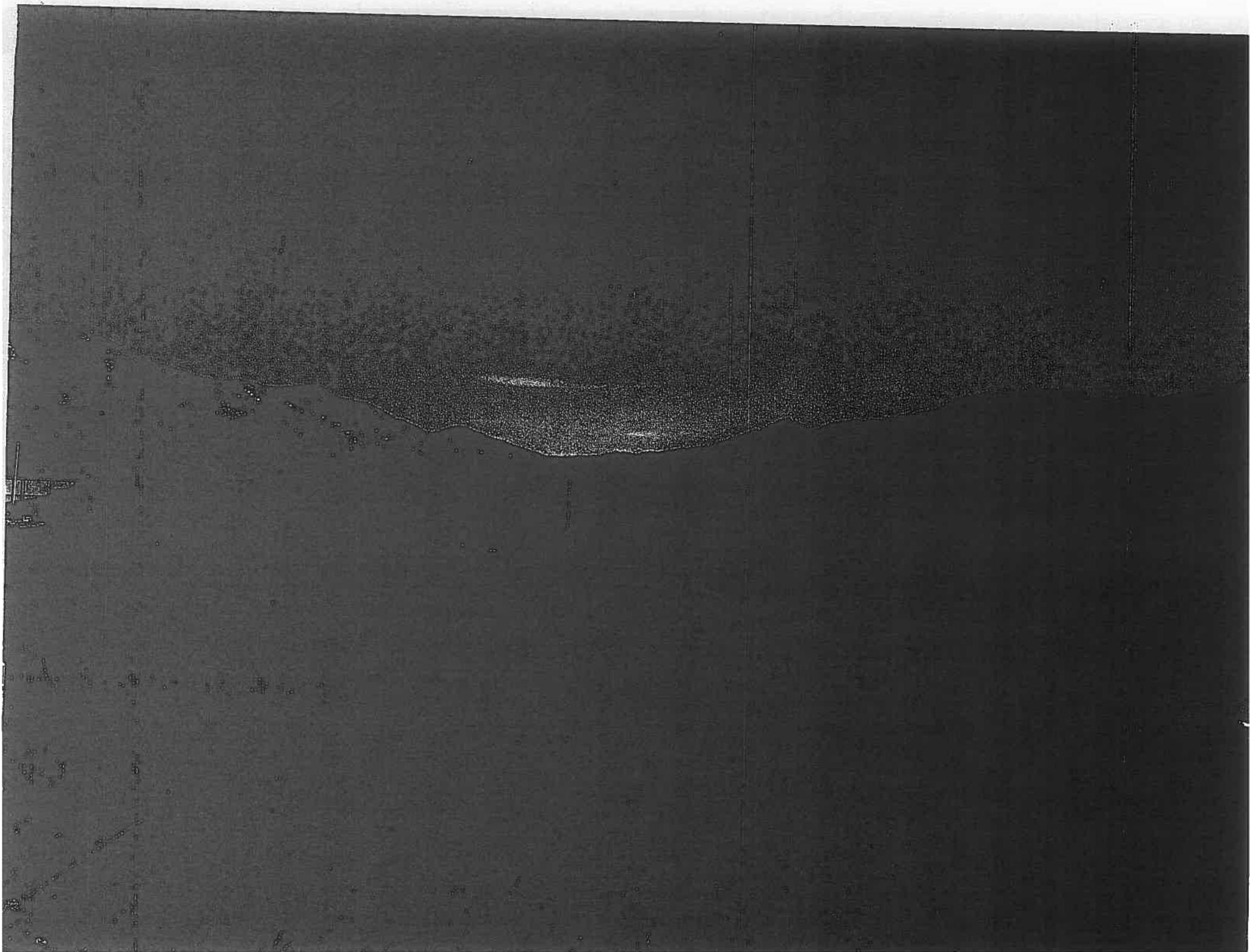
| Qualification | Qualify | Requalify |
|---|-----------|-----------|
| 192-1418.02 Purging: Small Vol., e.g. Svc. Line, Short Pipe, Compressor, etc. | 2/21/2013 | 2/21/2016 |
| 192-1431.01 Segment Removal | 2/22/2013 | 2/22/2016 |
| 192-2014.01 Service Lines Not In Use and Service Discontinuance | 2/26/2013 | 2/26/2016 |
| 192-0901.01 System Patrolling | 4/3/2013 | 4/3/2016 |
| 192-1426.01 Tapping Steel and Plastic Pipe: Manual (self-tapping) | 2/21/2013 | 2/21/2016 |
| 192-1426.02 Tapping Steel and Plastic Pipe: Mechanical Tapping Equipment | 2/22/2013 | 2/22/2016 |
| 192-1405.01 Underground Clearances | 2/6/2013 | 2/6/2016 |
| 192-1427.01 Valve Maintenance: Inspection/Partial Operation | 2/21/2013 | 2/21/2016 |
| 192-1427.02 Valve Maintenance: Maintenance | 2/21/2013 | 2/21/2016 |
| 192-1802.01 Vault Maintenance | 2/22/2013 | 2/22/2016 |
| 192-2402.01 Visual Inspection of Welds | 11/6/2015 | 11/6/2016 |
| 192-2401.01 Welding: Process | 11/6/2015 | 11/6/2016 |
| 192-1436 Working with Blowing Gas | 2/18/2013 | 2/18/2016 |











DUB-L-EE LLC, RATE SCHEDULE

| | |
|----------------------------------|--|
| Welder w/arc equipment | \$102.50 per hour |
| Welder w/gas or PE equipment | \$102.50 per hour |
| Backhoe | \$95.00 per hour |
| Compressor w/accessories | \$35.00 per hour |
| Dump Truck | \$58.00 per hour |
| Water Truck | \$58.00 per hour |
| Trencher w/operator | \$62.50 per hour |
| Truck/Pipe Trailer | \$55.00 per hour |
| Compressor | \$22.50 per hour |
| Hydra Tamper w/operator | \$90.00 per hour |
| Vibrator/Roller Tamper | \$85.00 per hour |
| Whacker Tamper | \$14.00 per hour |
| Mini Excavator | \$90.00 per hour |
| Vac Unit | \$155.00 per hour |
| Directional Drill Availabilities | Price is based on per foot basis and individual jobs |
| Per-Diem | \$125.00 per day |

***RATES ARE BASED ON PORTAL TO PORTAL**

DUB-L-EE is contracted with White Sands Drug and Alcohol Compliance. DUB-L-EE has a quarterly drug test as part of a consortium.

DUB-L-EE, LLC
13 OLD RD SE ♦ ALBUQUERQUE, NM 87123
PHONE: 505-292-1684 ♦ FAX: 505-717-2599

REQUEST FOR PROPOSALS

RECEIVED
FEB 03 2016

JAC
2:01 PM

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m. **CITY OF LAS VEGAS, 3**
2016, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico,
or other designated area at the City Offices; **ON THE FOLLOWING:**

ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ON-CALL SERVICES FOR NATURAL GAS TRANSMISSION LINE, Opening No. 2016-22**; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Elmer J. Martinez
ELMER J. MARTINEZ, CITY MANAGER

Casandra Fresque
CASANDRA FRESQUE, CITY CLERK

Ann M. Gallegos
ANN M. GALLEGOS, FINANCE DIRECTOR

June Tafoya-Cordova
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-22

Date Issued: 12-14-2015

Published: Las Vegas Optic 1-4-2016

Albuquerque Journal 1-4-2016

City of Las Vegas website: www.lasvegasnm.gov

Ke OK

**CITY OF LAS VEGAS
REQUEST FOR PROPOSALS FOR ON-CALL SERVICES FOR
MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS
NATURAL GAS TRANSMISSION LINE**

The City of Las Vegas, New Mexico is requesting proposals for on-call services for Maintenance/Emergency repairs to the City of Las Vegas Natural Gas Transmission Line as defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform maintenance and/or Emergency and Repair Services on an as needed basis, as hereafter stated.

The Consulting duties shall include the following: **OFFEROR'S IDENTIFICATION:**

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

1. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Natural Gas System. Respond to this as Section B of Offeror's proposal.

2. LICENSES:

The Offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section C in Offeror's proposal.

3. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he has the necessary labor and equipment of piping fabrication and installation and machining work associated with service work on a Transmission Natural Gas system. Equipment and labor shall be available to be on site within 48 hours of receipt of a work order. Respond to this section as Section D in Offeror's proposal.

4. **EXPERIENCE IN EQUIPMENT REPAIR AND INSTALLATION:**

The offeror shall demonstrate at least five (5) years experience repairing and installing of gas transmission lines and other related Natural Gas system equipment. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. **EXPERIENCE WITH NATURAL GAS SYSTEM :**

The Offeror shall demonstrate at least five (5) years of proven performance working with Natural Gas systems. The Offeror shall also demonstrate knowledge of high and low pressure lines, valves, regulators, meters, welding on 8" steel coated 0.839 wall thickness pipe with operating pressures of 300 (PSI) pounds per square inch, installations, etc. Indicate the communities the work was performed for and reference individuals who can be contacted regarding the work. Respond to this section as Section F in Offeror's proposal.

6. **DOCUMENTATION:**

The Offeror shall provide documentation of operator's qualifications, welder's qualifications and drug and alcohol testing as per Public Regulation Commission requirements. The offeror shall indicate his minimum stock of replacement parts and anticipated delivery time for unstocked replacement items and parts. Respond to this section as Section G in Offeror's proposal.

7. **FACILITIES::**

The Offeror shall show that he has a machine shop facility or arrangements with a machine shop to perform work on a priority basis, and adequate space for storing parts, piping fabrication and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in Offeror's Proposal.

8. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

9. EQUIPMENT SELECTION SERVICES:

Some of the work will require the Contractor to prepare fabrication shop drawings, of pipings and also, as-built drawings as requested. The calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in Offeror's proposal.

10. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

11. NOTE:

Number of pages should not exceed a total of 25.

12. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

13. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

14. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

15. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, interviews with key employees, and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. **Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability.....20%**
2. **Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis.....25%**
3. **Past Record of Performance and Familiarity to Natural Gas Systems:....20%**
4. **Familiarity to Natural Gas Systems/Transmission Lines..... 25%**
5. **Proximity to Las Vegas New Mexico.....10%**

16.AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made

to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer.

17. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

18. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

19. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

1. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

2. Term

The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

20. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counterparts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1- Contractor
- 2- Owner
- 1- Bonding Company

21. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following: (1) Notice to Offerors, (2) Instructions and Information for Offerors, (3) Proposal, (4) Cost (5) Contract Agreement, (6) Performance Bond, (7) Labor and materials Payment Bond, (8) General conditions, and Provisions of the Scope of Service, (9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

22. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

23. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit five (5) of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form

OFFEROR INFORMATION

OFFEROR: Halo Services Inc.
 AUTHORIZED AGENT: Nathan Vaughn
 ADDRESS: 70 Road 4980, Bloomfield, NM 87413
 TELEPHONE NUMBER (505) 632-7007
 FAX NUMBER (505) 632-2666
 DELIVERY: 70 Road 4980, Bloomfield, NM
 STATE PURCHASING RESIDENT CERTIFICATION NO.: L1313821232
 NEW MEXICO CONTRACTORS LICENSE NO.: 365576
 SERVICE (S): ON-CALL SERVICES FOR MAINTENANCE/EMERGENCY REPAIRS TO THE CITY OF LAS VEGAS NATURAL GAS TRANSMISSION LINE

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM. AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico
) as COUNTY OF San Juan

I, Nathan Vaughn of lawful age, being of first duty sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 5th

Signature
 day of January, 2016

(SEAL)

Donna Sullivan
 Notary Public Signature
 My Commission Expires: 2-3-18

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals 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: Feb 3, 2012 at 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: February, 2012. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 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), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (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. In addition, (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.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 26-166678

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) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: 03-127958-009

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 61, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, 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

January 5, 2016

Date

Vice President

Title (Position)

CITY OF LAS VEGAS, NEW MEXICO

BUSINESS LICENSE/REGISTRATION

BUSINESS:

HALO SERVICES, INC.

LICENSE # 3568

ADDRESS:

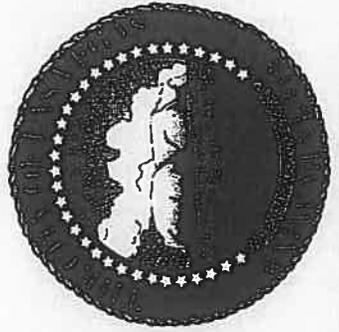
LAS VEGAS, NEW MEXICO 87701



APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER



A handwritten signature in black ink, appearing to read "Alfonso E. Ortiz, Jr.".

Alfonso E. Ortiz, Jr
MAYOR

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

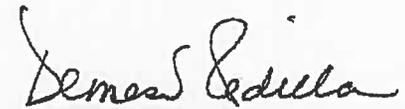
RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HALO SERVICES INC.**
DBA: **HALO SERVICES INC.**
70 CR 4980
BLOOMFIELD, NM 87413

Expires: **19-Jan-2019**

Certificate Number:

L1313821232



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

2016 RATE SCHEDULE

Effective January 1, 2016

PERSONNEL

| | <i>Per Hour</i> |
|--|-----------------|
| Welding Foreman..... | \$ 60.00 |
| Certified Welder..... | 58.00 |
| On Site Safety Supervisor..... | 52.00 |
| Superintendent / Trade Superintendent..... | 47.00 |
| Test Tech..... | 42.00 |
| Crew Foreman & Equipment Operator..... | 42.00 |
| Trade Foreman..... | 38.00 |
| Laborer / Trade Journeyman..... | 32.00 |
| Trade Labor..... | 25.00 |

Hourly rate applies to all billable hours - No higher rate for overtime hours.

EQUIPMENT (without operator)

| | <i>Per Hour</i> |
|---|-----------------|
| D6N Dozer..... | 120.00 |
| 325 Excavator (4 hour minimum)..... | 112.00 |
| 320 Excavator (4 hour minimum)..... | 97.00 |
| 316 Excavator (4 hour minimum)..... | 92.00 |
| D5N Combo Pipe Layer..... | 92.00 |
| Forklift..... | 82.00 |
| D5G Combo Pipe Layer..... | 77.00 |
| Job Trailer w/tools..... | 75.00 |
| Maintainer 772/672..... | 75.00 |
| Rig-up Truck..... | 69.00 |
| Transport..... | 60.00 |
| Test Rig..... | 52.00 |
| Dump Truck w/ Pup..... | 64.00 |
| Dump Truck..... | 49.00 |
| Telehandler..... | 48.00 |
| 299 Compact Track Loader w/Forks or Bucket..... | 44.00 |
| 305 Mini Excavator..... | 40.00 |
| 4WD Backhoe/Loader..... | 37.00 |
| 2 Ton Winch Truck w/tools..... | 36.00 |
| Tractor..... | 30.00 |
| 1 Ton Winch Truck w/tools..... | 29.00 |
| Insulation Trailer..... | 34.00 |
| Pickup w/tools..... | 27.00 |
| Welding Rig..... | 30.00 |
| Water Transport - 2000 gallon..... | 30.00 |
| 55 Ton Lowboy..... | 25.00 |
| Administrative Fee..... | 25.00 |
| Float..... | 22.00 |
| Pipe Trailer / Car Hauler..... | 18.00 |

EQUIPMENT (without operator)

| | <i>Per Day</i> |
|--------------------|----------------|
| 325 Excavator..... | \$ 950.00 |
| D6N Dozer..... | 800.00 |

EQUIPMENT (without operator continued)

| | <i>Per Day</i> |
|--|----------------|
| 320 Excavator..... | 700.00 |
| 316 Excavator..... | 675.00 |
| Forklift..... | 650.00 |
| Telehandler..... | 450.00 |
| 305 Mini Excavator..... | 400.00 |
| Boom Lift..... | 325.00 |
| Pressure Recorder and Deadweights..... | 300.00 |
| Vermeer Wood Chipper..... | 300.00 |
| Hytorc Wrench..... | 300.00 |
| 185 CFM Air Compressor..... | 285.00 |
| Mulcher w/Trailer..... | 250.00 |
| Compact Track Loader Turbo Saw Attachment..... | 250.00 |
| Drill Seeder..... | 225.00 |
| Brush Cutter..... | 215.00 |
| 4"- 8" Poly Machine..... | 150.00 |
| Compact Track Loader Auger Drive & Bit Attachment..... | 150.00 |
| Pressure Washer (additional charge for detergent)..... | 145.00 |
| 300# Blast Pot w/Hood & Hoses..... | 140.00 |
| Fire Trailer..... | 125.00 |
| Conventional Spray Pot.....65.00 - Airless.....120.00 - X70 Airless..... | 150.00 |
| Cement Mixer..... | 100.00 |
| 6' Box Blade..... | 100.00 |
| Operator or Superintendent Vehicle..... | 120.00 |
| Compact Track Loader Grapple or Grapple Bucket Attachment..... | 100.00 |
| Portable Welder and Cutting Torch..... | 100.00 |
| Jeep..... | 100.00 |
| Tamper Compactor..... | 90.00 |
| Chain Saw..... | 85.00 |
| Transit..... | 85.00 |
| 2"- 4" Poly Machine..... | 75.00 |
| One Call (each)..... | 75.00 |
| Four Gas Monitor..... | 75.00 |
| Jack Hammer..... | 75.00 |
| Paint Inspection Kit..... | 75.00 |
| 6" - 8" Bevel Machine..... | 65.00 |
| 5 KW Portable Generator..... | 65.00 |
| Line Locator..... | 65.00 |
| Poly Trailer..... | 60.00 |
| Power Threader..... | 35.00 |
| Dump Box..... | 20.00 |
| Tank Skid..... | 20.00 |
| Full Face Respirator..... | 20.00 |
| Construction Sign(each)..... | 15.00 |

Halo Services fabricates a wide variety of items for our customers, and also offers a variety of precast concrete items. Please call for a quote on any item you may need. Applicable taxes will be charged in addition to listed rates. All materials, methanol, rented equipment and subcontractors furnished by contractor at customers request will be substantiated by a copy of invoice plus a 15% handling fee. Time and one half will be charged on all labor for Sunday and the following holidays / holiday weekends: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/03/16

DEPT: Utilities

MEETING DATE: 03/09/16

ITEM/TOPIC: Award request for bid #2016-23 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award bid #2016-23.

BACKGROUND/RATIONALE: Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$420.00 per dry ton.

Advertised: 02/19/16; Las Vegas Optic, City Website
Bid Opening: March 2, 2016
Number of Bidders: 1
Lowest Bidder: Chemtrade
Amount: \$445.00 per dry ton or \$217.25 per wet ton
Budget Line Item: 640-0000-610-7104

STAFF RECOMMENDATION: Award bid #2016-23 to Chemtrade.

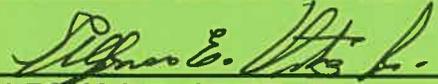
COMMITTEE RECOMMENDATION: This item will be discussed at the March Utility Advisory Committee meeting. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

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

DATE: 2-Mar-2016

OPENING NO.: 2016-23

TIME: 2:00PM

DEPARTMENT: UTILITIES - WTP

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

ITEM(S): LIQUID ALUMINUM SULFATE FOR WTP

| RECEIVED FROM: | AMOUNT | BID BOND | AFFIDAVIT NOTARIZED | CAMPAIGN DISC. FORM |
|----------------|---------------------|----------|---------------------|---------------------|
| 1 Kemira | NO Bid "Letter" | | | |
| 2 Univar | NO Bid "Letter" | | | |
| 3 Chemtrade | \$445.00 Dryton | | ✓ | ✓ |
| | \$217.25 liquid ton | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| COMPANY REPRESENTATIVE | COMPANY NAME |
|------------------------|--------------|
| James M. Rose. | CLV |
| B-to J | CLK |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
DATE: _____
COPIES TAKEN BY:
James M. Rose
DATE: 3-2-16

OPENED BY: FINANCE DEPARTMENT
James M. Rose
DATE: 3-2-16

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., March 2, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

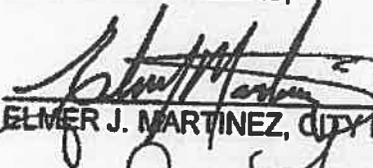
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: OFFICE OF THE CITY CLERK 1700 N GRAND AVE., LAS VEGAS, NM 87701

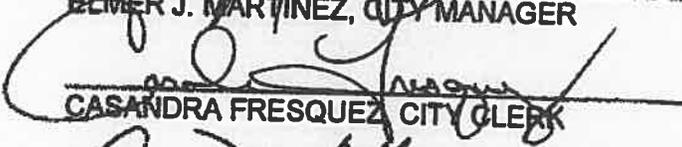
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: OFFICE OF THE CITY CLERK 1700 N GRAND AVE., LAS VEGAS, NM 87701

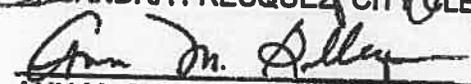
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: LIQUID ALUMINUM SULFATE, Opening No. 2016- 23; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered 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.

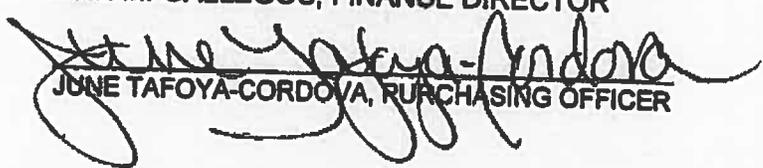
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 23

Date Issued: February 17, 2016

Date Issued: Published:

Las Vegas Optic February 19, 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

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 _____ }

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: _____

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, March 2, 2016 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 March, 2016. 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.

CITY OF LAS VEGAS
BID FORM

BID ITEM(S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

| | | |
|----------------------------------|----|--|
| A. LIQUID ALUMINUM SULFATE (TON) | \$ | |
| B. | \$ | |
| C. | \$ | |
| D. | \$ | |
| E. | \$ | |
| F. | \$ | |
| G. | \$ | |
| F. | \$ | |
| G. | \$ | |
| H. | \$ | |
| I. | \$ | |
| J. | \$ | |
| K. | \$ | |
| L. | \$ | |
| M. | \$ | |
| N. | \$ | |
| O. | \$ | |
| P. | \$ | |
| Q. | \$ | |
| R. | \$ | |
| S. | \$ | |
| 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)

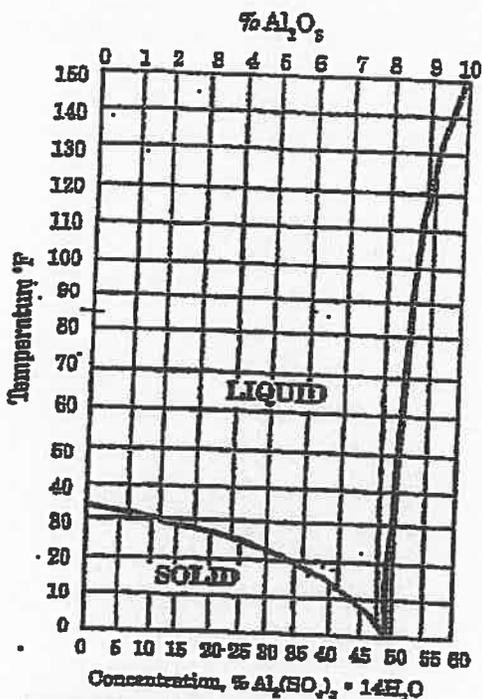


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ($\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$) in Water.

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.



PROPERTIES:

(Approximately 43.5% dry aluminum sulfate)

Product Weight
Molecular weight of dry alum
($14\text{H}_2\text{O}$ product)
pH, 1% solution ($14\text{H}_2\text{O}$ product)
Specific gravity
Freezing point
Boiling point
Freezing temperatures

$\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$, in water

11.1-11.2 lb/US gallon

594
8.5 (approx.)
1.838-1.837
-15° (5°F)
101°C (214°F) (approx.)
see Figure 1

Note: Crystals may begin to appear at temperatures higher than the freezing point. A storage temperature of 45°F or higher is recommended.

Acidified Alum also available.

SPECIFICATIONS:

| Grade | Commercial | Low Iron | Iron-Free | Food Grade |
|---|------------|----------|-----------|------------|
| Total soluble Al_2O_3 , % | 8.2-8.4 | 8.0-8.2 | 8.0-8.2 | 8.0-8.2 |
| Free Al_2O_3 | 0.01-0.2 | 0.01-0.2 | 0.01-0.15 | 0.1-0.15 |
| Total soluble iron (as Fe_2O_3), % | 0.8 max | < 0.02* | 0.005 max | 0.005 max |
| Water insolubles, % | 0.02 max | 0.02 max | 0.005 max | 0.005 max |

*or as specified

PRODUCT MARKETS AND USES:

- Cellulosic insulation
 - Additive to cellulosic insulation
- Clay manufacture
 - Flocculates clay slurry in china clay beneficiation
- Dye Industry
 - Mordant for dyes
- Food industry
 - Firming agent in pickle and vegetable processing
 - Processing aid in the preparation of baked goods, gelatins and puddings
- Grease manufacture
 - Source of aluminum ion for manufacturing aluminum soap and greases
- Lake treatment
 - Restoration and phosphorus inactivation
- Municipal and industrial wastewater treatment
 - Coagulation/flocculation agent
 - Phosphorous removal by chemical precipitation
 - Clarification, oily wastewater, and emulsion breaking
- Potable & process water treatment
 - Coagulant for solids and color removal
- Pulp and paper industry
 - Fixes rosin size on paper fibers
 - Drainage and retention aid
 - Pitch control agent
- Tanneries
 - Tanning agent for furs and white leathers
- Zeolite and catalyst manufacture
 - Source of aluminum ion

Material Safety Data Sheet

Provided by:

DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.

DK Systems Company
DX Terminals

PO Box 24600
Houston, Tx 77229-4600
281-457-4888
888-647-7717
www.dsgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name ALUMINUM SULFATE SOLUTION
Synonyms LIQUID ALUM
Chemical Name ALUMINUM SULFATE LIQUID
Emergency phone: 281-457-4888
Chemtrec: 800-424-9300

Date of Issue: 10/1/00
Reviewed / Revision Date: 08/29/07

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS

| | PERCENT | CAS NO. |
|------------------|-----------|------------|
| WATER | | |
| ALUMINUM SULFATE | REMAINDER | |
| | 80% | 10043-01-3 |

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: 2 mg/m³
Eye Contact MAY CAUSE IRRITATION AND BURNS.
Skin Contact MAY CAUSE IRRITATION.
Ingestion MAY CAUSE IRRITATION AND BURNS TO DIGESTIVE TRACT.
Inhalation MAY CAUSE IRRITATION TO RESPIRATORY TRACT.
Carcinogenicity: NTP NO LARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES WHILE HOLDING EYELIDS OPEN. GET MEDICAL ATTENTION.
Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES, WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.
Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.
Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON!

SECTION 5 - FIRE FIGHTING MEASURES

Flash Point (°F) NOT APPLICABLE
Extinguishing Media MEDIA SUITABLE FOR SURROUNDING FIRE.
Special Firefighting Procedures/Precautions WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. USE WATER SPRAY TO KEEP CONTAINERS COOL.

ALUMINUM SULFATE SOLUTION

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill:

DILUTE SMALL SPILLS/LEAKS WITH PLENTY OF WATER. NEUTRALIZE ANY FURTHER RESIDUE WITH SODA ASH OR LIME-NEUTRALIZATION REQUIRES VENTILATION DUE TO RELEASE OF CO₂. LG SPILLS: DIKE WITH SODA ASH & NEUTRALIZE.

SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.
AVOID CONTACT WITH SKIN, EYES OR CLOTHING. AVOID BREATHING DUST.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection

USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS WHERE DUST OR MIST MAY BE GENERATED.

Ventilation

LOCAL AND MECHANICAL RECOMMENDED.

Protective Gloves

CHEMICAL IMPERVIOUS GLOVES.

Eye/Face Protection

CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD.

Other Protection

CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC.

Work Practices

USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F): 214

Vapor Pressure (mmHg): NOT APPLICABLE

Freezing Point (°F): NOT ESTABLISHED

Vapor Density (Air=1): NOT APPLICABLE

Solubility (H₂O): COMPLETE

Specific Gravity (H₂O=1): 1.335

pH 3.5

Evaporation Rate: NOT APPLICABLE

Appearance/Odor: CLEAR AMBER OR LIGHT GREEN LIQUID WITH NO APPRECIABLE ODOR.

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability: YES

Incompatible Material: ALKALIS AND WATER REACTIVE MATERIALS SUCH AS OLEUM.

Hazardous Polymerization: WILL NOT OCCUR UNDER NORMAL OPERATING CONDITIONS.

Decomposition Products: SULFUR OXIDE GASES WHICH ARE OXIDIZERS & CORROSIVE. THE LOSS OF THESE GASES LEAVES A CAUSTIC RESIDUE.

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 1930 mg/kg
LD50 ORAL (mouse) = 6267 mg/kg

Kemira

Water Treatment Solutions

February 23, 2016

City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM. 87701

Invitation to Bid: Quotations/Bid: Liquid Aluminum Sulfate

Opens: 03/02/2016

Dear Purchaser,

Thank you for your consideration for the above mentioned bid. Please be advised that we have no bid to offer at this time. Please send us a tabulation of the bids received in response to the above caption. Request for Quotation and/or Invitation to Bid. For your convenience, I have included a self-addressed, stamped envelope, or, please email results to kwsna.bids@kemira.com.

I appreciate your assistance.

Thank you,

Shelly Hiatt

Shelly Hiatt
Assistant, Bids
Kemira Water Solutions, Inc.
Enclosure: SASE

RECEIVED
MAR 02 2016
2:04 pm
CITY OF LAS VEGAS
PURCHASING DEPT. *ste*

Kemira Oyj
Porkkalankatu 3
P.O. Box 330
FI-00101 Helsinki, Finland
www.kemira.com

Europe, Middle-East and Africa
Tel +358 10 8611

North America
Tel +1 800 347 1542

South America
Tel +55 11 2189 4900

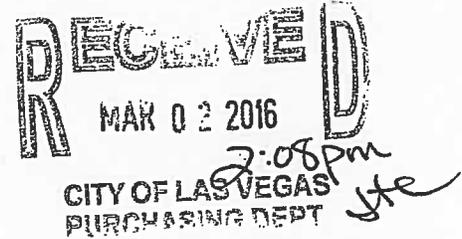
Asia-Pacific
Tel +86 21 3367 8333

Kemira

Water Treatment Solutions

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



March 2, 2016

City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

RE: Request for Bids – Aluminum Sulfate

To Whom It May Concern;

Univar USA Inc. is in receipt of the above ITB due Wednesday, March 2, 2016.

Unfortunately we are unable to bid on your requirements at this time. Our Vendor bids this requirement directly.

Attached is our contact information, including fax number and e-mail addresses. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Michelle Wick

Municipal Specialist
Western Region
Univar USA Inc.
muniteam@univarusa.com

www.univar.com

Univar USA Inc.
3301 Edmunds SE
Albuquerque, NM 87102
USA

T 505-842-6303
F 505-243-1984



www.univarusa.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours answering service – 24-hour response: (505) 842-6303

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (505) 842-6303 or (505) 842-0823
Office Fax: (505) 243-1984

Karen Martinez
Michelle Bergal

Sales Support Coordinator
Customer Service

karen.martinez@univarusa.com
michelle.bergal@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@univarusa.com

Shawnasey McCarthy
Municipal Specialist
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarusa.com

Michelle Wick
Municipal Specialist
Phone: (253) 872-5084
Fax: (253) 872-5041
michelle.wick@univarusa.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarusa.com

Remittance Address:

Univar USA Inc.
PO Box 849027
Dallas, TX 75284

Standard Payment Terms:

Net 30 days

COPY

RECEIVED
MAR 02 2016

CITY OF LAS VEGAS
PUBLISHED FIRST *JK*

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., March 2, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; **ON THE FOLLOWING:**

LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

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 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: LIQUID ALUMINUM SULFATE, Opening No. 2016- 23; 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,

[Signature]
ELMER J. MARTINEZ, CITY MANAGER

[Signature]
CASANDRA FRESQUEZ, CITY CLERK

[Signature]
ANN M. GALLEGOS, FINANCE DIRECTOR

[Signature]
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 23

Date Issued: February 12, 2016

Date Issued: Published:

Las Vegas Optic February 19, 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: CHEMTRADE CHEMICALS US LLC

AUTHORIZED AGENT: ANN HOPLER, MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

TELEPHONE NUMBER (800) 441 2659

FAX NUMBER (973) 515 4461

DELIVERY: 2 - 3 DAYS AFTER RECEIPT OF ORDER

STATE PURCHASING RESIDENT CERTIFICATION NO.: N / A

NEW MEXICO CONTRACTORS LICENSE NO.: N / A

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

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 JERSEY }

COUNTY OF MORRIS }

I ANN HOPLER, 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.

Mary F. Culver
Subscribed and sworn to before me, this 16TH

Ann Hopler
Signature ANN HOPLER, MARKETING SPECIALIST
day of FEBRUARY, 20 16

(SEAL)
MARY F. CULVER
NOTARY PUBLIC
STATE OF NJ
NY COMM. EXR 10-21-16

Notary Public Signature
My Commission Expires: _____

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, March 2, 2016 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 March, 20 16. 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: 74 3104940

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): 03003072002

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.

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

| | | |
|----|--------------------------------------|---|
| A. | <u>LIQUID ALUMINUM SULFATE (TON)</u> | \$ <u>445.00/DRY TON OR \$217.25/LIQUID TON</u> |
| B. | _____ | \$ _____ |
| C. | _____ | \$ _____ |
| D. | _____ | \$ _____ |
| E. | _____ | \$ _____ |
| F. | _____ | \$ _____ |
| G. | _____ | \$ _____ |
| F. | _____ | \$ _____ |
| G. | _____ | \$ _____ |
| H. | _____ | \$ _____ |
| I. | _____ | \$ _____ |
| J. | _____ | \$ _____ |
| K. | _____ | \$ _____ |
| L. | _____ | \$ _____ |
| M. | _____ | \$ _____ |
| N. | _____ | \$ _____ |
| O. | _____ | \$ _____ |
| P. | _____ | \$ _____ |
| Q. | _____ | \$ _____ |
| R. | _____ | \$ _____ |
| S. | _____ | \$ _____ |
| | TOTAL | \$ <u>445.00/DRY TON OR \$217.25/LIQUID TON</u> |

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) _____

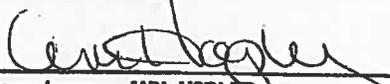
Signature

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 ANN HOPLER

FEBRUARY 16, 2016

Date

MARKETING SPECIALIST

Title (Position)

PRODUCT DATA SHEET

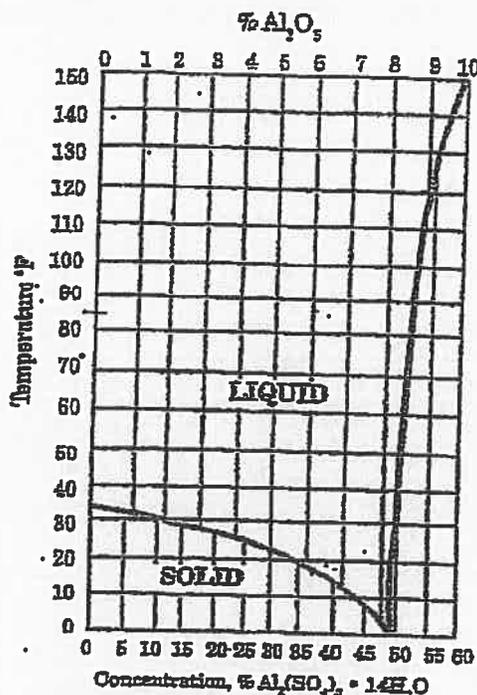


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ($\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$) in Water.

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.



PROPERTIES:

(Approximately 43.5% dry aluminum sulfate)

Product Weight
Molecular weight of dry alum
($14\text{H}_2\text{O}$ product)
pH, 1% solution ($14\text{H}_2\text{O}$ product)
Specific gravity
Freezing point
Boiling point
Freezing temperatures

$\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$, in water

11.1-11.2 lb/US gallon

594

8.5 (approx.)

1.833-1.837

-15° (5°F)

101°C (214°F) (approx.)

see Figure 1

Note: Crystals may begin to appear at temperatures higher than the freezing point. A storage temperature of 45°F or higher is recommended.

Acidified Alum also available.

SPECIFICATIONS:

| Grade | Commercial | Low Iron | Iron-Free | Food Grade |
|---|------------|----------|-----------|------------|
| Total soluble Al_2O_3 , % | 8.2-8.4 | 8.0-8.2 | 8.0-8.2 | 8.0-8.2 |
| Free Al_2O_3 | 0.01-0.2 | 0.01-0.2 | 0.01-0.15 | 0.1-0.15 |
| Total soluble iron (as Fe_2O_3), % | 0.8 max | < 0.02* | 0.005 max | 0.005 max |
| Water insolubles, % | 0.02 max | 0.02 max | 0.005 max | 0.005 max |

*or as specified

PRODUCT MARKETS AND USES:

- Cellulosic insulation
 - Additive to cellulosic insulation
- Clay manufacture
 - Flocculates clay slurry in china clay beneficiation
- Dye Industry
 - Mordant for dyes
- Food industry
 - Firming agent in pickles and vegetable processing
 - Processing aid in the preparation of baked goods, gelatins and puddings
- Grease manufacture
 - Source of aluminum ion for manufacturing aluminum soap and greases
- Lake treatment
 - Restoration and phosphorus inactivation
- Municipal and industrial wastewater treatment
 - Coagulation/flocculation agent
 - Phosphorus removal by chemical precipitation
 - Clarification, oily wastewater, and emulsion breaking
- Potable & process water treatment
 - Coagulant for solids and color removal
- Pulp and paper industry
 - Fixes rosin size on paper fibers
 - Drainage and retention aid
 - Pitch control agent
- Tanneries
 - Tanning agent for furs and white leathers
- Zeolite and catalyst manufacture
 - Source of aluminum ion

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill:

DILUTE SMALL SPILLS/LEAKS WITH PLENTY OF WATER. NEUTRALIZE ANY FURTHER RESIDUE WITH SODA ASH OR LIME-NEUTRALIZATION REQUIRES VENTILATION DUE TO RELEASE OF CO₂. LG SPILLS: DIKE WITH SODA ASH & NEUTRALIZE.

SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.

AVOID CONTACT WITH SKIN, EYES OR CLOTHING. AVOID BREATHING DUST.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection

USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS WHERE DUST OR MIST MAY BE GENERATED.

Ventilation

LOCAL AND MECHANICAL RECOMMENDED.

Protective Gloves

CHEMICAL IMPERVIOUS GLOVES.

Eye/Face Protection

CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD.

Other Protection

CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC.

Work Practices

USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F): 214

Vapor Pressure (mmHg):

NOT APPLICABLE

Freezing Point (°F): NOT ESTABLISHED

Vapor Density (Air=1):

NOT APPLICABLE

Solubility (H₂O): COMPLETE

Specific Gravity (H₂O=1):

1.355

pH 3.5

Evaporation Rate:

NOT APPLICABLE

Appearance/Odor: CLEAR AMBER OR LIGHT GREEN LIQUID WITH NO APPRECIABLE ODOR.

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability:

YES

Incompatible Material:

ALKALIS AND WATER REACTIVE MATERIALS SUCH AS OLEUM.

Hazardous Polymerization:

WILL NOT OCCUR UNDER NORMAL OPERATING CONDITIONS.

Decomposition Products:

SULFUR OXIDE GASES WHICH ARE OXIDIZERS & CORROSIVE. THE LOSS OF THESE GASES LEAVES A CAUSTIC RESIDUE.

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 1930 mg/kg

LD50 ORAL (mouse) = 6267 mg/kg

SECTION 12 - ECOLOGICAL INFORMATION

14 PPM/20HR/FUNDULUS/FATAL/FRESH WATER 240 PPM/48HR/MOSQUITO FISH/TLM
LC50 LARGEMOUTH BASS = 260 PPM/96 HOURS

SECTION 13 - DISPOSAL CONSIDERATIONS

DO NOT DISCHARGE INTO WATERWAYS OR SEWER SYSTEMS WITHOUT PRIOR APPROVAL
DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (ALUMINUM SULFATE)

Hazard Class: 8

UN/NA Number: UN3254

Packing Group: III

Subsidiary Hazard:

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): 5000

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: No

SARA Extremely Hazardous Substance: No

HMS HAZARD RATING

Health: 1 Fire: 0 Reactivity: 0
0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number:

NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60):

NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.



CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

| | | | |
|---------------------|--------------------|--------------------------|----------------|
| Parul Kachhia-Patel | Lisa Brownlee | Paul Peters | Elizabeth Ryno |
| Leilina Gossa | Ann Hopler | Rizlene Idrissi-Kaitouni | |
| Andrew Hoffman | Michele Schroehner | | |

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 9th day of September, 2015.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 9th day of September, 2015.

Seal

Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



CHEMTRADE

**ORDER CONTACT, EMERGENCY CONTACT AND
TECHNICAL SERVICE INFORMATION**

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders contact your Customer Service Representative:

Krish Thirukumaran

1-844-204-9675

e-mail: cssorders@chemtradelogistics.com

Fax: 647-255-3655

Bid/Contract Contact :

Ann Hopley

1-800-441-2659

e-mail : bids@chemtradelogistics.com

fax : 973-515-4461

***After normal business hours, for emergencies and orders please call
1-647-531-9709 and the on-call Customer Service Representative will be
available to assist you. This number will also be provided if you call the regular
Customer Service line.***

For Technical Service please call (315) 478-2323

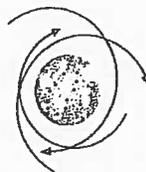
Corporate Offices are located at:

Chemtrade Chemicals US LLC

90 East Halsey Road

Parsippany, NJ 07054

Chemtrade Chemicals US LLC
90 East Halsey Road
Parsippany, NJ 07054
Web Site: www.chemtradelogistics.com

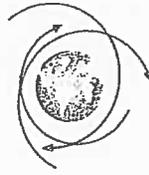


CHEMTRADE

WARRANTY INFORMATION

Chemtrade will accept return of material and replace material. Samples will be taken of material and analyzed. Any material that is off-spec as a result of a Chemtrade production error will be replaced without cost to customer. If product damage is a result of transportation, we will then partner with our carrier to pursue the cause of the problem and develop a resolution in the best interest of the customer.

Chemtrade Chemicals US LLC
90 East Halsey Road
Parsippany, NJ 07054
Web Site: www.chemtradelogistics.com



CHEMTRADE

PRODUCTS CERTIFICATION

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-09 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

Ann Hopley
Marketing Specialist



CHEMTRADE

<http://www.chemtradelogistics.com>

Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

| | | | |
|----------|---|-------------|--|
| Formula: | Aqueous solution of aluminum sulfate | | |
| C.A.S. | 10043-01-3 (Aluminum sulfate) | | |
| | pH (neat) | 1.4 - 2.6 | |
| | Specific Gravity @ 21°C (70°F) | 1.30 - 1.35 | |
| | Freezing Point | -16°C (4°F) | |
| | Density, lbs./gal., US | 10.8 - 11.3 | |
| | Aluminum as Al, % | 4.2 - 4.5 | |
| | Aluminum as Al ₂ O ₃ , % | 8.0 - 8.4 | |
| | Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), % | 46 - 49 | |

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport Bulk car 275 US gal. one way container 55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8 ID Number: UN3264 Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear eye protection, protective clothing, and protective gloves. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300** or **Canada (CANUTEC) 613-996-6666**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: October 27, 2015

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
Revision Date: 10/22/15 Date of Issue: 05/01/15

Version: 1.2

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Formula: $Al_2(SO_4)_3 \cdot 14 H_2O$ (Dry Equivalent)

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC -- Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

Classification (GHS-US)

Met. Corr. 1 H290

Skin Corr. 1A H314

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of H-phrases: see section 16

Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US) :



Signal Word (GHS-US) :

Danger

Hazard Statements (GHS-US) :

H290 - May be corrosive to metals
H314 - Causes severe skin burns and eye damage
H318 - Causes serious eye damage
H402 - Harmful to aquatic life

Precautionary Statements (GHS-US) :

P234 - Keep only in original container.
P260 - Do not breathe vapors, mist, or spray.
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
P273 - Avoid release to the environment.
P280 - Wear eye protection, protective clothing, protective gloves.
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting.
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Liquid Alum

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According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P310 - Immediately call a doctor.
P321 - Specific treatment (see section 4 on this SDS).
P363 - Wash contaminated clothing before reuse.
P390 - Absorb spillage to prevent material damage.
P405 - Store locked up.
P406 - Store in corrosive resistant container with a resistant inner liner.
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

Other Hazards

Other Hazards Not Contributing to the Classification: Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

| Name | Product Identifier | % (w/w) | Classification (GHS-US) |
|------------------------------------|---------------------|---------|---|
| Water | (CAS No) 7732-18-5 | 30 - 60 | Not classified |
| Sulfuric acid, aluminum salt (3:2) | (CAS No) 10043-01-3 | 30 - 60 | Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402 |

*As $\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$ (Dry Aluminum Sulfate).

The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200]. A range of concentration as prescribed by the Controlled Products Regulations has been used where necessary, due to varying composition.

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

Description of First Aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Rinse immediately with plenty of water. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes severe skin burns and eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces.

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Advice for Firefighters

Precautionary Measures Fire: Not available

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Forms aluminum oxide, sulfur dioxide and/or sulfur trioxide at temperatures above 760°C (1400°F) or when dry alum is encompassed in a fire involving other burning materials.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, gas).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Eliminate ignition sources. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Material for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Collect spillage. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer, handling, to avoid excessive dust accumulation. Protect from moisture.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

Incompatible Materials: Strong bases.

Special Rules on Packaging: Store in original container or corrosive resistant and/or lined container.

Specific End Use(s)

For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing.

Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Eye Protection: Chemical goggles or safety glasses.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved dust mask if dust has the potential to become airborne.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

| | |
|---|---|
| Physical State | : Liquid |
| Appearance | : Clear, light green, slight yellow, brow, amber, or orange like tint |
| Odor | : Odorless |
| Odor Threshold | : Not available |
| pH | : 1.4 - 2.6 |
| Melting Point | : Not applicable |
| Freezing Point | : -15.56 °C (4°F) |
| Boiling Point | : 101 °C (213.80 °F) |
| Flash Point | : Not flammable |
| Auto-ignition Temperature | : Not available |
| Decomposition Temperature | : Not available |
| Flammability (solid, gas) | : Not applicable |
| Lower Flammable Limit | : Not available |
| Upper Flammable Limit | : Not available |
| Vapor Pressure | : Not available |
| Relative Vapor Density at 20 °C | : Not available |
| Relative Density | : Not available |
| Specific Gravity | : 1.30-1.35 |
| Solubility | : Water: Completely miscible in water. |
| Partition Coefficient: N-Octanol/Water | : Not available |
| Viscosity | : Not available |
| Explosion Data – Sensitivity to Mechanical Impact | : Not expected to present an explosion hazard due to mechanical impact. |
| Explosion Data – Sensitivity to Static Discharge | : Not expected to present an explosion hazard due to static discharge. |

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Ignition sources. Incompatible materials. Moisture.

Incompatible Materials: Strong bases. Metals.

Hazardous Decomposition Products: Oxides of aluminum. The decomposition products are corrosive and hazardous to health.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity: Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Causes severe skin burns and eye damage.

pH: 1.5 - 2.5

Serious Eye Damage/Irritation: Causes serious eye damage.

pH: 1.5 - 2.5

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Teratogenicity: Not available

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: May cause respiratory irritation.

Symptoms/Injuries After Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Symptoms/Injuries After Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)

LD50 Oral Rat

> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity Not classified

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and International regulations.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1 In Accordance with DOT

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Hazard Class : 8
Identification Number : UN3264
Label Codes : 8
Packing Group : III
ERG Number : 154



14.2 In Accordance with IMDG

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Hazard Class : 8
Identification Number : UN3264
Packing Group : III
Label Codes : 8
EmS-No. (Fire) : F-A
EmS-No. (Spillage) : S-B



Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

14.3 In Accordance with IATA

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Packing Group : III
Identification Number : UN3264
Hazard Class : 8
Label Codes : 8
ERG Code (IATA) : 8L



14.4 In Accordance with TDG

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Packing Group : III
Hazard Class : 8
Identification Number : UN3264
Label Codes : 8



SECTION 15: REGULATORY INFORMATION

US Federal Regulations

| | |
|-------------------------------|------------------------------|
| Liquid Alum | |
| Clean Water Act | |
| Ingredient Name | Reportable Quantities |
| Aluminum sulfate (10043-01-3) | 5000 lb (2270 kg) |

| | |
|---|---------------------------------|
| Liquid Alum | |
| SARA Section 311/312 Hazard Classes | Immediate (acute) health hazard |
| Water (7732-18-5) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Sulfuric acid, aluminum salt (3:2) (10043-01-3) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |

US State Regulations

| |
|--------------------|
| Liquid Alum |
| |

| |
|---|
| Sulfuric acid, aluminum salt (3:2) (10043-01-3) |
| U.S. - Massachusetts - Right To Know List |
| U.S. - New Jersey - Right to Know Hazardous Substance List |
| U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List |
| U.S. - Pennsylvania - RTK (Right to Know) List |

Canadian Regulations

| | |
|--|---|
| Liquid Alum | |
| WHMIS Classification | Class D Division 2 Subdivision B - Toxic material causing other toxic effects Class E - Corrosive Material |
| | |
| Water (7732-18-5) | |
| Listed on the Canadian DSL (Domestic Substances List) | |
| WHMIS Classification | Uncontrolled product according to WHMIS classification criteria |
| Sulfuric acid, aluminum salt (3:2) (10043-01-3) | |
| Listed on the Canadian DSL (Domestic Substances List) | |

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

| | |
|----------------------|------------------------------|
| WHMIS Classification | Class E - Corrosive Material |
|----------------------|------------------------------|

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 10/22/15
Revision Summary : Sections 9 and 16
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

| | |
|-----------------|--|
| Aquatic Acute 3 | Hazardous to the aquatic environment - Acute Hazard Category 3 |
| Eye Dam. 1 | Serious eye damage/eye irritation Category 1 |
| Met. Corr. 1 | Corrosive to metals Category 1 |
| Skin Corr. 1A | Skin corrosion/irritation Category 1A |
| H290 | May be corrosive to metals |
| H314 | Causes severe skin burns and eye damage |
| H318 | Causes serious eye damage |
| H402 | Harmful to aquatic life |

Party Responsible for the Preparation of This Document

CHEMTRADE LOGISTICS, INC.

For SDS Info: (416) 496-5856

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade North America SDS Template



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, February 16, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemtrade&PlantState=Colorado+CO&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Denver, CO

Sulfuric Acid

Trade Designation

Sulfuric Acid (All Grades)

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

50mg/L

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Denver, CO

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------------|----------------------------|----------------|
| Alum | Coagulation & Flocculation | 400mg/L |
| Aluminum Sulfate | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A1 | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A10 | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A3 | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A5 | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A7 | Coagulation & Flocculation | 400mg/L |
| Liquid Alum | Coagulation & Flocculation | 400mg/L |
| Liquid Alum, Acidized 0.5-10.0% | Coagulation & Flocculation | 400mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Ferric Sulfate Solution | Coagulation & Flocculation | 600mg/L |
| Liquid Ferric Sulfate | Coagulation & Flocculation | 600mg/L |

Number of matching Manufacturers is 2

Number of matching Products is 12

Processing time was 0 seconds

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/03/16

DEPT: Utilities

MEETING DATE: 03/09/16

ITEM/TOPIC: Award request for bid #2016-24 for portable flame ionization survey for the Gas division to Heath Consultants.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award bid #2016-24.

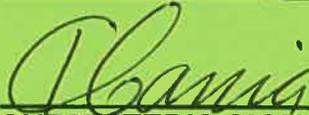
BACKGROUND/RATIONALE: A portable flame ionization survey is necessary to check the natural gas lines for leaks. This is a requirement of the Public Regulation Commission Pipeline Safety Bureau. DUB-L-EE was the lowest bidder but did not provide all of the necessary information required in the bid. Therefore, we are requesting to award to Heath Consultants at a cost of \$13,566.00 plus portal to portal travel at \$71.40 per hour.

Advertised: 02/12/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: March 2, 2016
Number of Bidders: 2
Lowest Bidder: DUB-L-EE
Amount: \$12,400.00
Budget Line Item: 620-0000-610-7305

STAFF RECOMMENDATION: Award bid #2016-24.

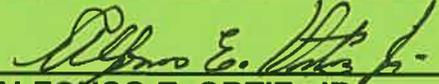
COMMITTEE RECOMMENDATION: This item will be discussed at the March Utility Advisory Committee meeting. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

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

DATE: 2-Mar-2016

OPENING NO.: 2016-24

TIME: 2:30PM

DEPARTMENT: UTILITIES - GAS

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

ITEM(S): **PORTABLE FLAME IONIZATION SURVEY**

| RECEIVED FROM: | AMOUNT | BID BOND | AFFIDAVIT NOTARIZED | CAMPAIGN DISC. FORM |
|---------------------|--|----------|---------------------|---------------------|
| 1 Dub-L-EE LLC | 12,400. ⁰⁰ | | | |
| 2 Heath Consultants | 13,500. ⁰⁰ + portal travel | | ✓ | ✓ |
| 3 | Ⓜ \$11.40 per hour | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

| COMPANY REPRESENTATIVE | COMPANY NAME |
|------------------------------|--------------|
| 1 <i>Derrick [Signature]</i> | CLV |
| 2 <i>Jack [Signature]</i> | CLV |
| 3 <i>D. [Signature]</i> | CLV |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

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

OPENED BY: FINANCE DEPARTMENT

DATE: _____

June [Signature]
DATE: 3-2-16

COPIES TAKEN BY:
[Signature]
DATE: 3/2/2016

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., March 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Portable Flame Ionization Survey

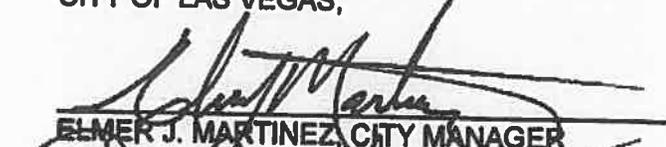
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Portable Flame Ionization Survey, Opening No. 2016-24; 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.

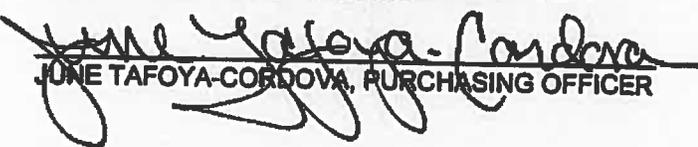
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-24

Date Issued: February 12, 2016

Date Issued: Published: Albuquerque Journal February 19, 2016
Las Vegas Optic February 19, 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION (CRS) NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Portable Flame Ionization Survey

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.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid 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 2:30 pm, March 2, 2016 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 March, 2016. 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.

CITY OF LAS VEGAS

Scope or Work: Exhibit A

To conduct a leakage survey for the distribution and transmission lines for the City of Las Vegas, New Mexico. The survey will be conducted utilizing any of the following Detecto Pak II, Flame Ionization Detector (FID) and GMI unit. Both mobile and walking surveys are needed. All leakage detected will be classified accordingly to hazard, and documented on a diagrammatic report. Upon completion of the survey, a bound final report will be furnished to the City of Las Vegas summarizing your findings.

Any hours in excess of 40 hours per week will need to be approved by City of Las Vegas Gas Manager.

Lodging of Field Technician needs to be within City of Las Vegas limits; will not pay for travel from out of town.

Price of Survey

Per Hour

Per Tech

Estimated man hours to complete the survey

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)



RECEIVED
MAR 02 2016

CITY OF LAS VEGAS
PURCHASING DEPT.

February 29, 2016

City of Las Vegas,

DUB-L-EE LLC, 98 Highway 66 E Albuquerque, NM 87123
Eddie W. Saiz (President) (505) 515-4997 esaiz@dub-l-ee.com
Eddie J. Saiz (VP) (505) 730-7500 ejr@dub-l-lee.com

(A) Personnel Experience

DUB-L-EE LLC, has over 40 years' experience in the natural gas industry as a subcontractor to New Mexico Gas Company.

Principals: Eddie W. Saiz with over 32 years' experience in natural gas distribution/transmission systems

Principals: Eddie J. Saiz with over 10 years' experience in plumbing and heating

Manager: Martin Flores with over 19 years' experience in natural gas distribution/transmission systems

Alex Moya: Alex Moya with over 25 years' experience in plumbing, heating & construction

Employee/Welder: Raul Chavez with over 15 years' experience in natural gas distribution/transmission systems

Employee/Welder: Mike Knight with over 40 years' experience in natural gas distribution/transmission systems

(B) Licenses

(CID) Licenses: GA02, GA03, GF09, MM01, MM02, MM98

FEIN#- 45-4953530

CRS#- 03-241348-00-3

Scope or Work: Exhibit A

DUB-L-EE LLC, is submitting the following (Portable Flame Ionization Survey) proposal to the City of Las Vegas to conduct a leakage survey for the distribution and transmission lines. The survey will be conducted utilizing; Detecto Pak II, Flame Ionization Detector (FID) or GMI. Both mobile and walking surveys will be conducted for the main lines and service lines. Any and all leakage detected will be classified accordingly to hazard, and will be documented on a diagrammatic report. Upon DUB-L-EE LLC, completing the leak survey, a bound final report will be furnished to the City of Las Vegas summarizing all of our findings accordingly.

Hours in excess of 40 hours per week will be billed at time and a half with prior approval from the City of Las Vegas.

DUB-L-EE LLC, RATE SCHEDULE

| | |
|--|------------------|
| Price of Survey | \$12,400.00 |
| Price per Hour | \$65.00 per hour |
| Price per Tech | \$65.00 per hour |
| Estimated man Hours to complete Survey | 160 hour |
| Per-Diem | \$125.00 per day |

***RATES ARE BASED ON PORTAL TO PORTAL**

DUB-L-EE is contracted with White Sands Drug and Alcohol Compliance. DUB-L-EE has a quarterly drug test as part of a consortium.

*DUB-L-EE, LLC
13 OLD RD SE ♦ ALBUQUERQUE, NM 87123
PHONE: 505-292-1684 ♦ FAX: 505-717-2599*

RECEIVED
MAR 02 2016

REQUEST FOR BIDS

CITY OF LAS VEGAS
PURCHASING DEPT.

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., March 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Portable Flame Ionization Survey

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

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Portable Flame Ionization Survey, Opening No. 2016-24; 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.



Heath Consultants Incorporated

9030 Monroe Road
Houston, TX 77061
(800) 432-8487
Direct: (713) 844-1317
Fax: (713) 844-1309

Pam Mickel
Director
Corporate Administration & Legal Affairs
Cell: (713) 826-8343

e-mail: p.mickel@heathus.com • www.heathus.com

CITY OF LAS VEGAS,

[Signature]
ELMER J. MARTINEZ, CITY MANAGER

[Signature]
CASANDRA FRESQUEZ, CITY CLERK

[Signature]
ANN M. GALLEGOS, FINANCE DIRECTOR

[Signature]
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-24

Date Issued: February 12, 2016

Date Issued: Published:

Albuquerque Journal February 19, 2016
Las Vegas Optic February 19, 2016
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: Heath Consultants Incorporated

AUTHORIZED AGENT: Gary Lape, Vice President-Operations

ADDRESS: 9030 Monroe Road, Houston, TX 77061

TELEPHONE NUMBER (713) 844-1303

FAX NUMBER (713) 844-1309

DELIVERY: UPS

STATE PURCHASING RESIDENT CERTIFICATION (CRS) NO.: 02-331115-00-0

NEW MEXICO CONTRACTORS LICENSE NO.: Not applicable

BID ITEM (S): Portable Flame Ionization Survey

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 Texas

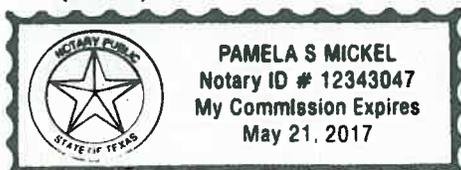
COUNTY OF Harris

I Gary Lape, 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.

Gary Lape
Signature

Subscribed and sworn to before me, this 26 day of February, 2016.

(SEAL)



Pamela S Mickel
Notary Public Signature
My Commission Expires: 5-21-17

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.

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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, March 2, 2016 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 March, 2016. The successful Bidder will be notified by mail.

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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: 04-2144731
SOCIAL SECURITY NUMBER: Not applicable

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): 02-3315-00-0

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.

Easy Peel Labels
Use Avery® Template 5160®

▲
Feed Paper

Bend along line to
expose Pop-up Edge™

 **AVERY® 5160®**

D

Étiquettes faciles à peler
Utilisez le gabarit AVERY® 5160®

▲
Sens de
chargement

Repliez à la hachure afin de
révéler le rebord Pop-up™

www.avery.com
1-800-GO-AVERY

CITY OF LAS VEGAS

Scope or Work: Exhibit A

To conduct a leakage survey for the distribution and transmission lines for the City of Las Vegas, New Mexico. The survey will be conducted utilizing any of the following Detecto Pak II, Flame Ionization Detector (FID) and GMI unit. Both mobile and walking surveys are needed. All leakage detected will be classified accordingly to hazard, and documented on a diagrammatic report. Upon completion of the survey, a bound final report will be furnished to the City of Las Vegas summarizing your findings.

Any hours in excess of 40 hours per week will need to be approved by City of Las Vegas Gas Manager.

Lodging of Field Technician needs to be within City of Las Vegas limits; will not pay for travel from out of town.

Price of Survey

Per Hour

Per Tech

Estimated man hours to complete the survey

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) _____

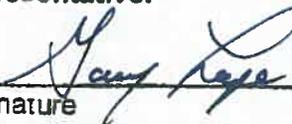
Signature

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

February 26, 2016

Date

Vice President - Operations

Title (Position)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3/9/16 DEPT: Community Development

MEETING DATE: 3/16/16

ITEM/TOPIC:

Resolution #16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Resolution #16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority

BACKGROUND/RATIONALE:

The City of Las Vegas and MainStreet de Las Vegas adopted a Las Vegas Downtown Action/MRA Plan in December 2010. This Plan needs to be updated and adopted as a Metropolitan Redevelopment Area (MRA) Plan. A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. The Downtown MRA Plan examines existing conditions and assets, analyzes the core MRA economic market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and specific funding sources for each priority project for the MRA's future physical improvements, economic uses, and regulations. The Downtown MRA Plan becomes a living document that guides MRA revitalization and public and private sector investment for several years.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

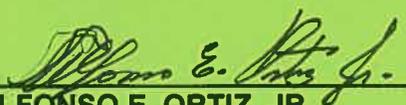
N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 16-14**

**A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the City of Las Vegas is a duly organized municipality created and formed pursuant to consolidation and adoption of a municipal charter on March 16, 1970 and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the City of Las Vegas desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the City of Las Vegas; and

WHEREAS, the City of Las Vegas intends to submit the Application with a requested amount of \$50,000.00 to develop an economic development plan to update the City's Metropolitan Redevelopment Area (the "MRA"), to include a comprehensive wayfinding plan for the MRA for the benefit of the City of Las Vegas and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in whole with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body, the City of Las Vegas and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the City of Las Vegas are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such

other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with the Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney



◆◆ Las Vegas Downtown Action Plan ◆◆



- Downtown Action Plan Boundary
- Downtown Metropolitan Redevelopment Area



Map Date July 23, 2010



**NEW MEXICO
FINANCE AUTHORITY**

| | |
|---------------------------|-----|
| NMFA Use Only: | |
| App. #: | -PP |
| FA assigned: | |
| Legislative Authorization | |

**LOCAL GOVERNMENT PLANNING FUND
APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

| | |
|-------------------|-------------------|
| Application Date: | February 24, 2016 |
|-------------------|-------------------|

| | | | |
|--|--|---------------|--------------|
| Applicant/Entity: | City of Las Vegas | | |
| Address: | 1700 N. Grand Avenue, Las Vegas, NM 87701 | | |
| County | San Miguel County | Census Tract: | 957400 |
| Federal Employer Identification Number (EIN) as issued by the IRS: | | 85-6000149 | |
| Legislative District: | Senate: | 8 | House: |
| | | | 70 |
| Phone: | 505-454-1401 | Fax: | 505-425-7335 |
| Email Address: | lvaldez@ci.las-vegas.nm.us | | |
| Individual Completing Application: | Lindsey Valdez, Community Development Director | | |
| Address: | 1700 N. Grand Avenue, Las Vegas, NM 87701 | | |
| Phone: | 505-426-3270 | Fax: | 505-425-7335 |
| Email Address: | lvaldez@ci.las-vegas.nm.us | | |

B. CONSULTING PROFESSIONALS (Legal Counsel, Architect, Engineer, Planner etc.), if available:

| | | | |
|----------------|--|------|--|
| Firm: | NM MainStreet/EDD | | |
| Contact: | Daniel Gutierrez | | |
| Address: | Joseph Montoya Building 1100 St Francis Dr, Santa Fe, NM 87505 | | |
| Phone: | 505-827-0151 | Fax: | |
| Email Address: | daniel.gutierrez2@state.nm.us | | |

C. PRIMARY CONTACT PERSON:

| | | | | | |
|-----------------|--|-------------|--------------|-----------------------|----------------------------|
| Name: | City of Las Vegas | | | | |
| Contact: | Lindsey Valdez, Community Development Director | | | | |
| Address: | 1700 N. Grand Avenue, Las Vegas, NM 87701 | | | | |
| Phone: | 505-426-3270 | Fax: | 505-425-7335 | Email Address: | lvaldez@ci.las-vegas.nm.us |

D. Organizational Readiness-to-proceed (Municipalities & Counties Skip to II)

1. Are you formally organized? Yes No

2. Do you have formally adopted by-laws? Yes No

If yes, please provide a copy.

3. Are you incorporated? Yes No

If yes, please provide a copy of your Articles of Incorporation.

4. Do you have regular board meetings? Yes No

If yes, please identify when and how often.

5. Do you keep formalized records of your Board meetings? Yes No

6. Do you have written Board rules and regulations? Yes No

If yes, please provide a copy.

II. PROJECT SUMMARY

A. Project Description. Complete the following information, use additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Type of Project

- Preliminary Engineering Report (PER)
- Environmental Information Document
- MRA Plan (NM Metropolitan Redevelopment Code Act)
- Water Conservation Plan
- Comprehensive Plan

- Infrastructure Plan for project identified on the ICIP
- Economic Development Feasibility Study
- Asset Management Plan
- Water Master Plan
- Wastewater Master Plan
- Energy Audit

2. Please include a detailed description of the scope of the proposed plan to be funded. Attach additional pages as needed.

MRA Plan (NM Metropolitan Redevelopment Code Act) - scope of work attached

B. Sources of Funding

NMFA Planning Funds Requested \$50,000.00

Non-NMFA Funds (specify source & terms) \$0.00

III. Water & Wastewater System Rates & Information (if applicable)

A. 1. List the current residential water or wastewater;

| | Wastewater Rate per 6000 Gallons | Water Rate per 6,000 Gallons | Last Adjusted |
|--------------------|----------------------------------|------------------------------|---------------|
| Residential | | | |
| Commercial | | | |

2. Is the water system metered? Yes No

If yes, what percentage? _____

3. Is the wastewater system metered? Yes No

If yes, what percentage? _____

4. How many connections? _____

5. How many certified operators? _____

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Map of service area, including census tract information
- 3 years of most recently completed fiscal year audit reports or unaudited financials
- Current unaudited financials
- Current fiscal year budget
- NMFA Application Resolution
- By-laws (if applicable)

- Articles of incorporation (if applicable)
- Board rules and regulations (if applicable)
- Open Meetings Act Resolution
- Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- Joint Powers Agreement (if applicable)
- Administrative Order (if applicable)

Please Note: All water and wastewater planning documents must conform to Rural Utilities Services (RUS) Guidelines which is available from NMFA upon request. The scope and writer of any economic development feasibility study must be approved in advance by the Economic Development Department. A copy of any final report must be submitted to and accepted by the NMFA prior to disbursement of NMFA funds. NMFA may consult with the Departments of Environment, Economic Development or Finance & Administration in determining acceptability of any report.

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

City of Las Vegas and MainStreet de Las Vegas Downtown Metropolitan Redevelopment Area Plan (MRA) Scope of Work

The City of Las Vegas and MainStreet de Las Vegas organization adopted a Las Vegas Downtown Action/MRA Plan ("the Plan") in 2010. This Plan needs to be updated as per the scope of work described below and adopted as a Metropolitan Redevelopment Area (MRA) Plan. The 2010 Downtown Action Plan/MRA Plan, and the MRA Designation Report approved by resolution by the City Council are available for review from the City and NM MainStreet.

Required Downtown Master Plan Outline

A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. The Downtown MRA Plan examines existing conditions and assets, analyzes the core MRA economic market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and specific funding sources for each priority project for the MRA's future physical improvements, economic uses, and regulations. When adopted by the City Council, the Downtown MRA Plan becomes a living document that guides MRA revitalization and public and private sector investment for several years.

Scope of Planning Services to be Performed

The following tasks are identified as the Scope of Work that the planning consultant team will be requested to perform in preparing the Downtown MRA Plan.

A. Existing Conditions/Asset Inventory

An inventory and mapping of existing conditions will be performed that will include, but not be limited to, existing land use, zoning, public land ownership, transportation networks and traffic volumes within the MRA boundary and related neighborhoods. An asset inventory will also be completed determining the significant cultural and historic features and buildings, opportunity sites for redevelopment, and major regional attractions.

Prepare an overview of the history and settlement of the community and identify key historical or cultural events or populations that can serve as contributing to a place-based identity for the MRA.

A map of opportunity sites and potential revitalization projects will be developed for the MRA area summarizing the results of the inventory.

B. Market Analysis

Market research will be conducted that will include the following information:

- Overview of existing downtown, municipal and regional commercial and housing market conditions,
- Overview of demographics of city and regional markets including skill base, education and disposable income,
- Recent history of downtown services and retail including types of businesses, numbers in each area, turnover rates,
- Competitive related markets and nodes in same segments,

- Trends driving the current market,
- Regional influences impacting the MRA,
- Potential opportunities in repositioning the downtown market including underserved Markets,
 - Assess where there may be gaps that could be filled by new businesses and what types of skills residents may have to contribute.
 - Interviews with commercial realtors will be conducted to identify residential and business types that are under-supplied in the MRA,
 - Determination of the types of housing projects (ownership vs. rental, single family vs. multifamily, size of units) will be made that best meet the market needs for the area,
 - Assess the feasibility for uses such as retail, office, housing, hotel and cultural (such as museums, arts and entertainment) uses,
 - Economic positioning of downtown in relation to the development of the entire community including business recruitment and retention,
 - Tourism, especially heritage tourism, including the positioning of the Arts and Cultural District.

C. Downtown Vision and MRA Plan

Through the community participation process, create a vision for the downtown that reflects its historical context and present opportunities and assets to serve as an aspiration for the community's future. This process will result in the preparation of a Metropolitan Redevelopment Area (MRA) Plan as per New Mexico Redevelopment Code statute.

1. Develop a Downtown MRA Plan for the area that:

- Allocates new and future land uses and revitalization projects in the downtown based on the community input and market study that will create a sustainable downtown based on the *MainStreet 4 Point Approach*®. A sustainable downtown is more than “green buildings”; it encompasses the adaptive reuse of existing buildings, conserves energy, water and cultural resources, reduces greenhouse gas emissions, promotes economic development and vitality, and celebrates the cultures and traditions of the community.
 - Integrates the preservation and conservation of existing historic buildings and cultural properties into the planning and design of MRA projects and identify the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts. Contact and coordinate with NM Historic Preservation Division (HPD) staff for information related to historic buildings and districts.
 - Evaluates transportation/transit, traffic, and pedestrian issues related to the proposed improvements in the area creating a walkable pedestrian-friendly environment through pedestrian enhancements and traffic calming measures. Contact and coordinate with NM Department of Transportation (NMDOT) District Engineer Office and the NMDOT Planning/CSS Division staff for existing information and proposed projects in the town.
 - Determines vacant, underutilized and/or available land and buildings within the plan area that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land.
 - Review the City Zoning Code and recommend changes to the Code that will provide incentives and foster implementation of the plan.

2. Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment into the downtown. Projects should include increasing the town's job creation, economic redevelopment, livability, walkability, placemaking, and serve to support and enhance its authentic and unique sense of place.

3. Develop a Downtown Wayfinding system that includes the following elements:

- Consultation with the City of Las Vegas, MainStreet de LV Mainstreet and LV Arts and Cultural District on project needs, branding and conceptual ideas for the system.
- Conceptual design of the Wayfinding system. The approach to this system will be from the perspective of a *Wayshowing* system of showing visitors how to get to the downtown area, then knowing where to go once they are there. The Wayfinding system will be the path for the traveler to follow to the destinations. This will include strategically-located public parking areas to identify as “Park-Once” elements from which to lead the pedestrians to the appropriate destinations.
- Identify Gateways and Entries;
- Identify the list of destinations to be incorporated into the wayfinding signage;
- Create Pedestrian signage/kiosks based on the City’s approved logo and design standards;
- Create Vehicle signage based on the City’s approved logo and design standards;
- Identify locations for the Pedestrian signage with the appropriate destinations to be listed on each sign;
- Identify locations for the Vehicle signage with the appropriate destinations to be listed on each sign;
- Develop a cost estimate for the fabrication and installation of the wayfinding signage system.

D. Implementation Strategies/Priorities

A prioritized and phased Implementation Plan will be developed consisting of revitalization projects and strategies that the MainStreet board and the City can follow for the successful implementation of the Plan and the long term sustainability of the MRA. Priority catalytic projects will range from small projects that can be implemented through partnerships with the City and the community’s MainStreet board using local volunteers and staff, to larger projects that may require Capital Outlay, Legislative and/or Federal funding. Project priorities will be determined through a community-based prioritization process. Projects will have specific funding sources identified to do each project.

E. Funding Sources

The consultant will identify funding sources applicable to the MRA and community to implement the plan including but not limited to CDBG, TIF, TIDD, LEDA, Lodgers Tax, and other state and federal sources of funding. The narrative will be based on an evaluation of the municipality’s financial capacity and the best financial tool(s) to accomplish priority projects within the Downtown/MRA Plan. The contractor shall make assessment of the MRA and determination and findings required for the City to adopt a Metropolitan Redevelopment Area MRA.

F. Community Participation Process

The consultant will prepare the Plan through an intensive community process that will include at a minimum the following steps:

- Organize and conduct regular meetings with a Steering Committee regarding the MRA Plan.
- Conduct and facilitate a two-day public design workshop that utilizes a dynamic planning process, e.g., a *charrette*, to solicit and record the communities input on their ideas of revitalization projects and programs to include in the outcome of the Plan. Use this opportunity to solicit volunteers who may want to be involved in the local MainStreet organization or on a task force to implement the MRA Plan’s projects.

- Prepare a draft MRA Plan, and present that Plan to the Steering Committee and participants from the public workshop. Provide an opportunity for review and provide comment of the draft Plan to New Mexico MainStreet, NM Historic Preservation Division and NMDOT staff prior to any official action.

- Present the Final Plan to the Steering Committee, participants from the public workshop, and City officials.

- Revise the final Plan as required by NM MainStreet, other state and local agencies, and the City after their review of the final Plan. The final MRA Plan will be adopted by the City Council as per the State's NM Redevelopment Code statute.

- Deliver 25 final color hardcopy Plans to the community, and all digital text and mapping files in MS Word and ESRI ArcView formats. And two copies of the Plan in the same formats to New Mexico MainStreet.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/16/15

DEPT: Solid Waste

MEETING DATE: 3/16/16

ITEM/TOPIC:

Renewal of contract # 3016-15 Disposal Agreement between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department. Per Section 8 of the agreement (Terms of Agreement) with no amendment.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Disposal Agreement #3016-15 between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department

BACKGROUND/RATIONALE:

Responsible disposal of waste collected by the Solid Waste Department as per New Mexico Environment Department permit # SWM-250605

STAFF RECOMMENDATION:

Approval of Disposal Agreement between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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)

Approved to form 1-26-15

**DISPOSAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS
AND
GGH WAGON MOUND, LLC
NORTHEASTERN NEW MEXICO REGIONAL LANDFILL**

This Disposal Agreement (“Agreement”) is entered into as of _____, 2016, b and between the City of Las Vegas, a New Mexico governmental entity (“CITY”), GGH Wagon Mound, LLC and Northeastern New Mexico Regional Landfill, LLC. (CONTRACTOR”) for the disposal of solid waste controlled by City of Las Vegas. City and Contractor may be referred to herein collectively as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, the Legislature of the State of New Mexico has authorized and required local agencies to make adequate provisions for municipal solid waste handling within their jurisdictions; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the disposal of municipal solid waste, including the Resource Conservation and Recovery Act and similar New Mexico laws and regulations; and

WHEREAS, Contactor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide safe disposal of municipal solid waste collected by City within the area covered by this agreement; and

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven disposal of municipal solid waste within the area covered by this agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

1. Definitions

“**Effective Date**” means the date on which services are to begin under this Agreement.

“**Force Majeure**” means events that are not reasonably within the control of the party affected by the Force majeure event, and includes acts of God such as landslides, lightning, forest fires, storms, floods, and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public, enemy, war, blockades, acts of terrorism, public riots, breakages, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other causes, whether of the kind enumerated otherwise, but excluding the obligations of either party to make payments due hereunder.

“Service Area” means:

- i. the entire territory within New Mexico that is served by the City as of the Effective Date of this Agreement; and
- ii. such additional area as may thereafter become included within City’s jurisdiction.

“Hazardous Waste” means:

- i. all waste defined or characterized as hazardous by the Federal Solid Waste Disposal Act (42 U.S.C. §3251 et. seq), as amended including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.) and all future amendments thereto or regulations promulgated there under; and
- ii. all waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction, Hazardous Waste shall not include incidental household hazardous waste that is commingled with Solid Waste.

“Solid Waste” means all putrescible and non putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, green waste, demolition and construction wastes, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

The term “Solid Waste” as used herein does not include “Hazardous Waste” designated waste or contaminants which may be injurious to personnel engaged in solid wastes handling, including but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping; large mechanical devices, nor any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state , federal or local law, regulation, rule, code, ordinance, order, permit or permit condition, If the Parties agree, the “Solid Waste” may also include waste or other materials which may require special handling at a disposal facility, including but not be limited to , clean soil, non-hazardous contaminated soil, construction, recyclable materials, demolition and land-clearing debris, and non-friable asbestos, if this is the case, rates will be mutually agreed upon prior to handling and incorporated herein as Exhibit B.

2. Exclusive Right

The City does hereby grant to contractor and Contactor shall have the exclusive duty, right and privilege to dispose of or otherwise handle all Solid Waste generated ("Collection Sites"). The collection, transportation and disposal of discarded home and industrial appliances, tire's, aluminum and other recyclable metals, yard waste, old corrugated cardboard and old newspapers is not subject to the exclusive right granted herein.

3. Contractor Services

Contractor shall furnish all labor, supervision, materials, supplies, equipment and all other items required to properly dispose of all Solid Waste generated or accumulated within the Service Area and delivered by the City to Contractor. The scope of services to be performed by Contractor hereunder is set forth in **Exhibit A.** of this Agreement shall be accomplished in a professional manner in accordance with all schedules and other performance standards mutually agreed upon and established by the parties.

3.1 Solid Waste Disposal

City shall dispose of all Solid Waste at Northeastern New Mexico Regional Landfill. All solid waste shall be handled in compliance with the landfill permit and New Mexico Environment Department regulations. Contractor shall see that any landfill at which Solid Waste is disposed of shall maintain and provide upon request records of deliveries made on behalf of City including, but not limited to, date, time of day, vehicle identification and weight or volume.

3.2 Alternate Disposal Sites

City reserves the right to dispose of solid waste at other permitted landfills.

4. Collection Exclusion

It is understood that the Contractor is not authorized and is not required hereunder to accept Hazardous Waste or restricted or other waste that is not acceptable or permitted for disposal at the Northeastern New Mexico Regional Landfill. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released in reportable quantities in the service area, Contractor shall immediately notify the city of the same.

5. Standards for Collection and Operation

5.1 Compliance with Law

Contractor shall comply with all laws and regulations applicable to Contractor's operations, including laws, ordinance, rules and regulations of the United States, the State of New Mexico, City and any New Mexico Counties included within the Service Area.

5.2 Equipment

Contractor shall possess or demonstrate to the City reasonable satisfaction that it has available to it adequate equipment, including reserve or replacement equipment, sufficient to perform the services required of Contractor herein. Contractor shall maintain equipment in good mechanical condition.

5.3 Collection Operations

Contractor shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to City transportation and/or solid waste vehicles.

6. Rates; Adjustments; Billings

6.1 Service Rate Schedule

Contractor shall provide the disposal services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as **Exhibit B**.

6.2 Contractor's request shall include a report detailing the extraordinary increased expenses associated with performance of the services and City shall not unreasonably withhold, condition, or delay consent to such an adjustment. In addition, City shall approve the interim rate adjustment within such time period as necessary to ensure that the adjustment to compensate for such increases in taxes is effective on the same date that the increase is effective.

6.3 Billing and Payment

Contractor shall invoice City for all services provided on a monthly basis. Contractor shall provide itemized bills. Showing charges for all classifications of service, per trip transport fees, net weight in tons, landfill costs, and any other pertinent factors including the charge for late payment, or other applicable expenses. The City agrees that it shall pay all bills received within thirty (30) days from the date of the said billing. Failure to make the payment within the thirty (30) day period should be deemed a breach of this agreement and the Contractor shall be entitled under the agreement to immediately refuse to accept further waste from the City until payment has been received.

7. Recordkeeping; Reporting

Contractor shall make available to City for review monthly and annual reports regarding the services provided hereunder. City shall have the right during normal business hours and upon reasonable (at least (10) business days) advance notice to Contractor, to inspect the books of Contractor for purposes of verifying the invoices submitted hereunder and/or the need for a rate increase as provided in Section 10.2. Any such inspection shall be at the expense of the city. Contractor shall maintain bill and compliance records throughout the term of the Agreement and for a period of one (1) year thereafter or as required by law, whichever is greater.

8. Term of Agreement

The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years, subject to written notification of renewal by either Party to the other not less than ninety (90) days and not more than one hundred eighty (180) days prior to the end of the then existing term.

8.1 Termination

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice may be shortened only upon a written agreement by the two parties. However, should the offeror default in the Contract, the City retains the right to terminate this agreement immediately.

8.2 Force Majeure

The performance of this agreement may be discontinued or temporarily suspended in the event of Force Majeure. With the exception of obligations to make payments due for services rendered hereunder, neither Party shall be deemed to be in default or liable for failure to perform under this Agreement if such Party's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances, and litigation including appeals, shall be entirely within the discretion of each Party, and the Parties may make settlement thereof at such time and on any such terms and conditions as they may deem to be advisable.

9. Emergency Services

9.1 Contactor's Failure to Perform

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to perform the disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulations in the Agreement Area to such an extent in a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Contractor to impose all costs to the Contractor for disposal of the City's Solid Waste.

In the event that the City incurs documented per ton transport costs in excess of the costs charged by Contractor hereunder during the period that City takes over services, Contractor will reimburse City the documented difference between the service rates under this Agreement and the rates paid by City during the takeover of services. If Contractor has not resumed services within fifteen (15) calendar days from the date City begins providing services under this provision, City shall have the right to terminate this Agreement on written notice to Contractor, and such termination will be effective as of the date Contractor receives such notice.

9.2 Uncontrollable Circumstances

In the event that, due to seriously inclement or Force Majeure weather conditions, that materially prohibit Contractor's ability to perform under the provisions of this Agreement, the parties agree that the obligations of this Agreement shall be suspended during the period of such inclement weather or Force Majeure circumstances. Upon the termination of the inclement weather or Force Majeure circumstances, then the provisions of this Agreement shall be reinstated and once again binding upon the parties.

10. Indemnity

10.1 Contractor Indemnity

Contractor shall defend, indemnify and hold harmless the City and its employees, agent, appointed and elected officials (collectively, "Indemnities"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees, (collectively, "Damages") which any or all of the Indemnities may hereafter suffer, incur, be responsible for or payout with respect to claims by third parties for personal injury, property damage or other loss to the extent caused by, or arising from or in connection with the negligent actions or omissions or willful misconduct of Contractor, its employees, agents or subcontractors, in the performance of services required under this Agreement. Such indemnity shall be limited to exclude damages to the extent that they are caused by, arise from or in connection with any negligent actions or omissions or willful misconduct of City or its employees, agents, subcontractors, appointed elected officials including in connection with the use of Contractor's equipment during an emergency as provided in Section 9.

10.2 Procedure

Contractor shall have obligation to indemnify or defend hereunder unless the indemnities provide written notice to Contractor of the occurrence in events giving rise to Contractor's obligation to indemnify hereunder within thirty (30) days after the indemnities know or should have known of such events. The indemnities shall cooperate in the defense of suit if requested by Contractor to litigate such suit, which approval shall not be unreasonably withheld, delayed or conditioned. Contractor shall have the sole right to provide that a full and complete indemnification is reached on behalf of the City of Las Vegas. Contractor has the right to contest, defend, litigate and settle claims tendered by the Indemnities hereunder provided that, at least ten (10) business days prior to any such settlement, written notice of Contractor's intention to settle is given to the indemnities.

10.3 Insurance

If any claims indemnified against under this section have the potential for coverage under any insurance, then the indemnity set forth in this section shall be limited as provided in section 11. Before pursuing recovery under this indemnity, the indemnities shall exhaust all recovery under all available insurance. Once the indemnities have exhausted all recovery under all available insurance, the Contractor shall pay only the amount of the loss, if any, which exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of the Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend.

If no insurer defends, however, then the Contractor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

11. Insurance

11.1 Coverage

Notwithstanding anything contained herein to the contrary. Contractor's insurance, additional insured endorsement and waiver of subrogation obligations

shall be limited to the extent consistent with Contractor's indemnity obligation set forth in section 10.1. Contractor shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies which will protect Contractor and City from claims from bodily injury, death or property damage which may arise from Contractor's activities or operations under this agreement. Said policies shall be for not less than the amounts listed below:

- Workers' Compensation: Statutory.
- Employer's Liability: \$1,000,000 per accident, per occurrence.
- Public Liability, Bodily Injury and Property Damage Insurance: \$2,000,000 per accident, per occurrence, \$6,000,000 annual aggregate.
- Automobile Liability Insurance: \$2,000,000 per accident, per occurrence; \$6,000,000 annual aggregate.

11.2 Additional Insured; Certificate

The liability insurance policies shall name City as an additional insured. Contractor shall provide City with a Certificate of Insurance duly executed by Contractor's insurance carrier which shall serve as evidence of the continued existence of Contractor's insurance policies required hereunder and which shall contain a provision that the coverage there under will not be canceled or materially changed without thirty (30) days prior written notice given City.

Contractor shall provide a copy of the Liability of Insurance Coverage to the City to be attached to the Contract as **Exhibit C**.

12. Venue

The Contractor does hereby agree that the exclusive venue for any dispute between the parties shall be in the State of New Mexico in the Fourth Judicial District Court.

13. Assignment; Use of Subcontractors

Contractor shall not assign its rights under this Agreement to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably delayed, withheld or conditioned. Notwithstanding the foregoing, City shall have the right without seeking or obtaining approval of Contractor or its parent corporation, and to use licensed and qualified subcontractors for the transportation of Solid Waste from the collection sites to the designated disposal facility, provided that the Contractor shall remain responsible at all times for the performance of any subcontractor selected by Contract and for all services rendered under this Agreement.

14. Changes In Law

In the event that new or amended local, state or federal laws, rulings, or regulations are enacted after the Effective Date of this Agreement and have the effect operating or precluding compliance with one or more provisions of the Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulations, and the City and the Contactor shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have been so modified or suspended. Notwithstanding the foregoing, should Contractor, by force of any such law, ruling or regulations, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the Contractor's ability to perform under this Agreement, then the Contractor may notify the city in writing of this condition and may terminate this Agreement upon providing at least sixty (60) days advance written notice of termination to the City. Nothing in this Agreement shall prohibit Contractor from obtaining or seeking to obtain modification, reversal, or repeal of such law, ruling or regulation or restrict Contractor's right to legally contest the validity of such law, ruling or regulation. Contractor shall not be considered in breach of this Agreement during such time as Contractor is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

15. Independent Contractor

Contractor is an independent contractor and shall not be deemed an employee of the City.

16. Captions

Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or the intent of any provision of it.

17. Severability

If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable, unless this Agreement without the severed provision would frustrate a material purpose of either Party in entering into this Agreement.

18. Waiver

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any right at any time.

19. Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

21. Amendment

This Agreement may be amended, altered or modified only in writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the Parties hereto.

22. Reasonable Cooperation

The Parties agree to cooperate fully and reasonably with one another to facilitate the delivery of services hereunder in the professional and effective manner possible to meet the needs of the City of Las Vegas and the citizens it serves.

23. Complete Agreement

This writing constitutes the full and complete Agreement and understanding between the Contractor and the City. All previous agreements are hereby superseded.

IN WITNESS WHEREOF, this Agreement is effective as of the latest date set forth below.

CITY OF LAS VEGAS

By: _____

Its: _____

Date: _____

ATTEST:

GGH WAGON MOUND, LLC

By: _____

Its: _____

Date: _____

ATTEST:

NORTHEASTERN NEW MEXICO REGIONAL LANDFILL, LLC

By: _____

Its: _____

Date: _____

ATTEST:

EXHIBIT A

SCOPE OF SERVICES

North Eastern Regional Landfill will be the primary disposal site. Rates charged will be in accordance with those set forth in Exhibit B. The schedule for disposal will be on an "as needed" basis.

The hours of operation on North Eastern New Mexico Regional Landfill are as follows:

Monday through Friday – 7:00 a.m. to 5:00 p.m.

Saturday – Appointment Only

Sunday – Closed

The landfill closes for the following major holidays: New Year's Day, Thanksgiving Day, and Christmas Day. The landfill will maintain and provide records of all deliveries made by the City of Las Vegas, and/or its contactor(s) including, but not limited to: date, time of day, vehicle identification, and weights. North Eastern New Mexico Regional Landfill will invoice the City of Las Vegas on a monthly basis with terms yet to be negotiated.

EXHIBIT B

SERVICE OF RATE SCHEDULE

Base Year Rate for Disposal

Municipal Solid Waste \$25.43 per ton

Taxes

-As Applicable

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/04/16

DEPT: Community Development

MEETING DATE: 03/16/16

ITEM/TOPIC:

Ordinance #16-01, amendment to the Official Zoning Map for properties located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico.

ACTION REQUESTED OF COUNCIL:

Conduct a public hearing and approve or disapprove the adoption of proposed ordinance.

BACKGROUND/RATIONALE:

Alejandro Rivera, owner of two vacant lots located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico, is requesting that the properties be re-zoned from the present R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) with the intent for properties to be available for single family homes and mobile homes, which are permitted in the R-3 zoning.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:

The Planning & Zoning Commission recommends approval of the re-zone.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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)

Approved to form 1-26-15

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 16-01**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR TWO TRACTS OF LAND LOCATED AT 2439 AND 2441 DAHLIA STREET, AS REQUESTED BY ALEJANDRO RIVERA.

WHEREAS, Alejandro Rivera has applied for an amendment to the official zoning map from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for property located at 2439 and 2441 Dahlia Street, pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on February 29, 2016 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the properties located at 2439 and 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone), and on February 29, 2016 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on March 16, 2016, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 2439 and 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 8 and 9, Block 7, of the D. E. Davis Subdivision (1-In).

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS ____ DAY OF _____, 2016.

ATTEST:

Casandra Fresquez, City Clerk

Alfonso E. Ortiz, Jr., Mayor

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

**CITY COUNCIL
RECORD PROPER**

Applicant/Petitioner **Alejandro Rivera**
Owner **Alejandro Rivera**
Location **2439 & 2441 Dahlia Street**
Hearing Date **March 16, 2016**

ACTION REQUESTED:

Approve or disapprove the adoption of Ordinance No. 16-01, amending the Official Zoning Map from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for properties located at 2439 and 2441 Dahlia Street.

BACKGROUND:

Mr. Alejandro Rivera submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning of two vacant lots located at 2439 and 2441 Dahlia Street. The applicant is requesting to have the property rezoned from a Multi-Family Residential Zone to a Mixed Residential Zone with the intent of placing single wide mobile homes on the properties, which are not allowed in the R-2 zone. The R-3 zone is intended to provide for the development of single-family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained. The subject properties have been vacant for some time.

The City's Planning & Zoning Commission held a public hearing on February 29, 2016 to receive testimony in favor and in opposition of the request. A total of 12 notices were mailed out to property owners within a radius of 100 feet. No responses, in favor or in opposition of the request, were received by the Planning & Zoning Division. One of the Commission members voiced the concern that if the properties were rezoned, the applicant would place more than one single wide mobile home on each property. City staff testified that if the property would be rezoned to an R-3, only one (1) single wide mobile home would be allowed on each lot and staff would ensure that all proper procedures would be followed for the placement of the mobile homes on the properties.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initiated by a landowner by application. Mr. Rivera filed his application with the Planning & Zoning Department on January 20, 2016.

EXHIBITS

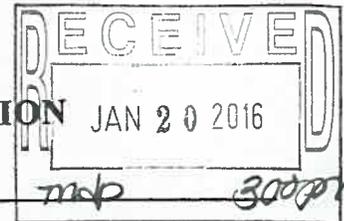
Exhibit No.

**Description
(Document Name, date and number of pages)**

| | |
|----|---|
| 1 | Zone Change Application, filed on January 20, 2016, 1 page |
| 2 | Applicants letter of intent, dated 01-20-16, 1 page |
| 3 | Warranty Deed(s), 2 pages |
| 4 | Notice of City Council meeting sent to applicant Alejandro Rivera, dated 03-03-16, 1 page |
| 5 | 100-foot list of property owners given notice, Copy of Assessor's Map with map codes and Vicinity Map, 4 pages |
| 6 | Portion of boundary survey with subject properties highlighted, Plat Book 37, Page 291, recorded at the SM County Clerk's Office on August 21, 2000, 1 page |
| 7 | Aerial Photo of Subject Site - 1 page |
| 8 | Staff Report provided to the Planning & Zoning Commission for the February 29, 2016 Meeting, 3 pages |
| 9 | Findings of Fact, Conclusions of Law and Recommendation, signed by Planning & Zoning Commission Chairperson |
| 10 | Ordinance 16-01; request for review by City Attorney; City Attorney approval - 4 pages |

EXHIBIT #1

CITY OF LAS VEGAS ZONE CHANGE APPLICATION



Name of applicant(s): Alejandro Rivera

Address of applicant: 31 Los Alamos Rd LV, NV - 89101

Property interest of applicant(s): 2439 Dahlia 2441 Dahlia
Owner, under contract, purchaser, etc.

Home phone #: 505 617 5846 work #: 617 5846 cell#: 617 5846

Address of property to be rezoned: 2439 Dahlia (lots 8 lot 9) 2441 Dahlia (lots 8 lot 9)
If an address does not exist for this property, staff can assist you with assignment of an address. Block 7

What is the present use of the property? Residential
Commercial, residential, agricultural

Why do you want to rezone your property? to place single wide mobile home due to size of property

Ale Rivera
Signature of applicant

Date 1/20/16

Ale Rivera
Signature of owner
(If different from applicant)

Date 1/20/16

This area to be filled in by staff

Doc # 201502366
1. DB # 201502367 page 7 of recorded deed 7/23/15

2. Present zone classification? R-2 - Multifamily
Residential Zone

3. What will the zone classification be after the zone change?
R-3 - Mixed Residential Zone

Date fee was paid? 2/2/16 receipt # 323662

Amount paid? \$110.00

Please provide applicant with copy of this application

2/16/16

January 20, 2016

City of Las Vegas
Planning & Zoning Dept.
1700 N. Grand Avenue
Las Vegas, NM 87701

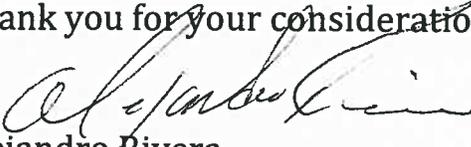
To Whom It May Concern:

This correspondence is for a request for a Zone Change for Lots 8 and 9, Block 7, of the D. E. Davis Subdivision. The previous owners had a Double wide mobile home on both properties. The property is located within the City limits and I am requesting that the property be changed from an R-2 Zoning to an R-3 Zoning so that I will be able to place single wide Mobile homes there.

The addresses for the properties are 2439 Dahlia Street for Lot 8 and 2441 Dahlia Street for Lot 9.

Also, there are a lot of single wide mobile homes in the area already.

Thank you for your consideration of this application.


Alejandro Rivera
31 Los Alamosgordos Road
Las Vegas, NM 87701

WARRANTY DEED

Steven Gonzales

_____ , for consideration paid, grant _____
to Alejandro Rivera

whose address is 2439 Dahlia St.

the following described real estate in San Miguel County, New Mexico:

Lots eight (8) block (7) of the D.E Davis,
Las Vegas, San Miguel County, New Mexico
As shown on plat of survey for
Carmen Hoogerhuis and Elaine Hoogerhuis
dated March 2015 by David Archuleta
& Associates, Inc, as drawing no.
2000-074 in San Miguel Clerks office
on March 2015 in Plat book 37 page
291 as document no. 6739

with warranty covenants.

Witness my hand and seal on this 23rd day of July, 2015

[Signature] (Seal) _____ (Seal)
_____ (Seal) _____ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
COUNTY OF San Miguel) ss.

This instrument was acknowledged before me on July 23, 2015,
by Steven Gonzales

My commission expires: 8-11-2018

[Signature]
[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

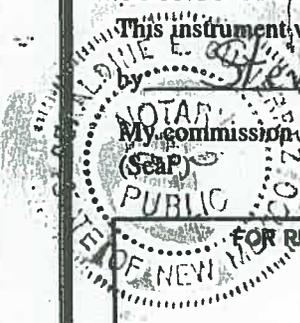
_____ was acknowledged before me on _____, 20____,

(NAME OF OFFICER)

_____ of _____ (CORPORATION ACKNOWLEDGMENT)

_____ corporation, on behalf of said corporation

_____ expires: _____ NOTARY PUBLIC



FOR RECORDER'S USE ONLY

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 23RD Day Of July, 2015 at 09:57:46 AM
And Was Duly Recorded as Instrument #201502366
Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Geraldine E. Gutierrez
Deputy [Signature] County Clerk, San Miguel, NM

WARRANTY DEED

Steven Gonzales

_____ , for consideration paid, grant
to Alejandro Rivira

whose address is 2441 Dahlia St

the following described real estate in San Miguel County, New Mexico:

LOTS NINE BLOCK SEVEN(7) OF THE D.E. DAVIS,
LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, AS SHOWN ON
PLAT OF SURVEY FOR CARMEN HODGERHUIS AND JOHN HODGERHUIS
DATED MARCH 2015 BY DAVID ARCHULETA + ASSOCIATES, INC,
AS DRAWING NO. 2000-074 IN SAN MIGUEL CLERK'S
OFFICE ON MARCH 2015 IN PLAT BOOK 32 PAGE 291
AS DOCUMENT NO. 6739

with warranty covenants.

Witness my hand _____ and seal on this 23rd day of July, 2015

(Seal) _____ (Seal)

(Seal) _____ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF San Miguel

This instrument was acknowledged before me on July 23, 2015
by Steven Gonzales

My commission expires: 8-11-2018

[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) SS.
COUNTY OF _____)

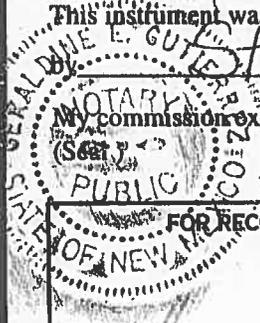
'as acknowledged before me on _____, 20____

(NAME OF OFFICER)

OFFICER) of _____ (CORPORATION ACKNOWLEDGMENT)

RATION) corporation, on behalf of said corporation

EXPIRES: _____ NOTARY PUBLIC



FOR RECORDER'S USE ONLY

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 23RD Day Of July, 2015 at 09:57:47 AM
And Was Duly Recorded as Instrument #201502367
Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Geraldine E. Gutierrez
Deputy [Signature] County Clerk, San Miguel, NM

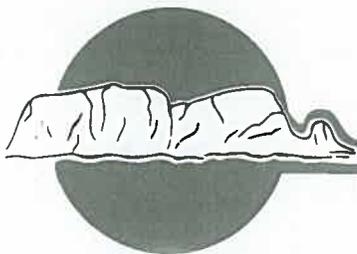


EXHIBIT #4

CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

March 3, 2016

Alejandro Rivera
31 Los Alamosgordos Road
Las Vegas, NM 87701

Dear Mr. Rivera:

This is to formally give you notice that the Planning and Zoning Commission on February 29, 2016 recommended approval of your application to re-zone the properties located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on March 16, 2016 at 6:00 pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701.

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions the Council have of your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose, you may bring in other parties in support of your request.

If you have any questions, please feel free to contact me at (505) 426-3279.

Sincerely,

Maria D. Perea
CADD Technician

XC: Applicant File
Lindsey Valdez, CD Director

EXHIBIT #5

APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for the purpose of placing single wide Mobile Homes on property located at 2439 and 2441 Dahlias Street, Las Vegas, NM 87701.

APPLICANT(S): Alejandro Rivera
31 Los Alamosgordos Road
Las Vegas, NM 87701

1-094-093-395-170 - - Lot 8, Block 7, D. E. Davis Subdivision (1-IN)
Warranty Deed recorded on July 23, 2015, Instrument # 201502366

1-094-093-380-175 - - Lot 9, Block 7, D. E. Davis Subdivision (1-IN)
Warranty Deed recorded on July 23, 2015, Instrument # 201502367

OWNER(S): Alejandro Rivera
31 Los Alamosgordos Road
Las Vegas, NM 87701

- | | | | |
|----|---|-----|---|
| 1. | 1-094-093-349-188 Joe C. & Marcella Coca 523 Vegas Drive Las Vegas, NM 87701 | 2. | 1-094-093-354-162 Margaret Ludi 2312 Encino Street Las Vegas, NM 87701 |
| 3. | 1-094-093-355-159 Benjamin D. Gonzales & Ruby Ann M. Gomez 2310 Encino Street Las Vegas, NM 87701 | 4. | 1-094-093-355-156 Adelaido Romero & Nicole Ramirez 2625 Hot Springs Blvd. Las Vegas, NM 87701 |
| 5. | 1-094-093-375-185 Adolfo & Vicki Roybal 2447 Dahlia Street Las Vegas, NM 87701 | 6. | 1-094-093-370-177 Alejandro J. & Sharon Rivera 31 Los Alamosgordos Road Las Vegas, NM 87701 |
| 7. | 1-094-093-369-155 Joe C. & Marcella Coca 523 Vegas Drive Las Vegas, NM 87701 | 8. | 1-094-093-375-203 Julia Alvino 2448 Dahlia Street Las Vegas, NM 87701 |
| 9. | 1-094-093-373-205 Gavin Griego 2510 Dahlia Street Las Vegas, NM 87701 | 10. | 1-094-093-377-210 John Christopher Griego 2442 Dahlia Street Las Vegas, NM 87701 |

APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for the purpose of placing single wide Mobile Homes on property located at 2439 and 2441 Dahlias Street, Las Vegas, NM 87701.

Alejandro Rivera

Page 2

11. 1-094-093-381-194
Sueños Grandes, LLC
C/O Joseph Montoya
837 Union Street
Las Vegas, NM 87701

12. 1-094-093-379-180
Kenny & Marsha Zamora
Revocable Trust
C/O Joseph Montoya
837 Union Street
Las Vegas, NM 87701

13. 1-094-093-376-190
Brian & Mollie Billie
2438 Dahlia Street
Las Vegas, NM 87701

14. 1-094-093-381-176
Joe C. & Marcella Coca
523 Vegas Drive
Las Vegas, NM 87701

ONLY ONE (1) LETTER SENT - - All properties belong to Joe C. & Marcella Coca

Above list was compiled on January 25, 2016 as per September 29, 2009 Map/Parcel Information provided by the San Miguel County Assessor's Office. List was verified at the San Miguel County Assessor's Office against actual property cards and 2016 information on February 8, 2016 at approximately 1:30pm and are current for 2016. List was completed and verified by Maria D. Perea, CADD Technician for Community Development Department.

San Miguel County Parcel Identification Map



| Roads | Placed By |
|------------|------------|
| Interstate | By Plat |
| US or Fed | RGIS |
| State | Estimate |
| County | Unknown |
| Other | |
| Lakes | Water Path |

The data on this document is believed to be accurate. However, San Miguel County makes no warranties, express or implied, including fitness for use.

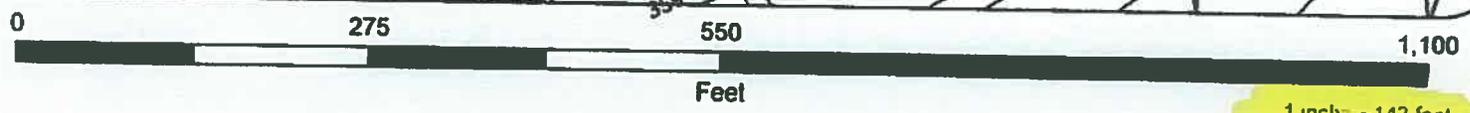
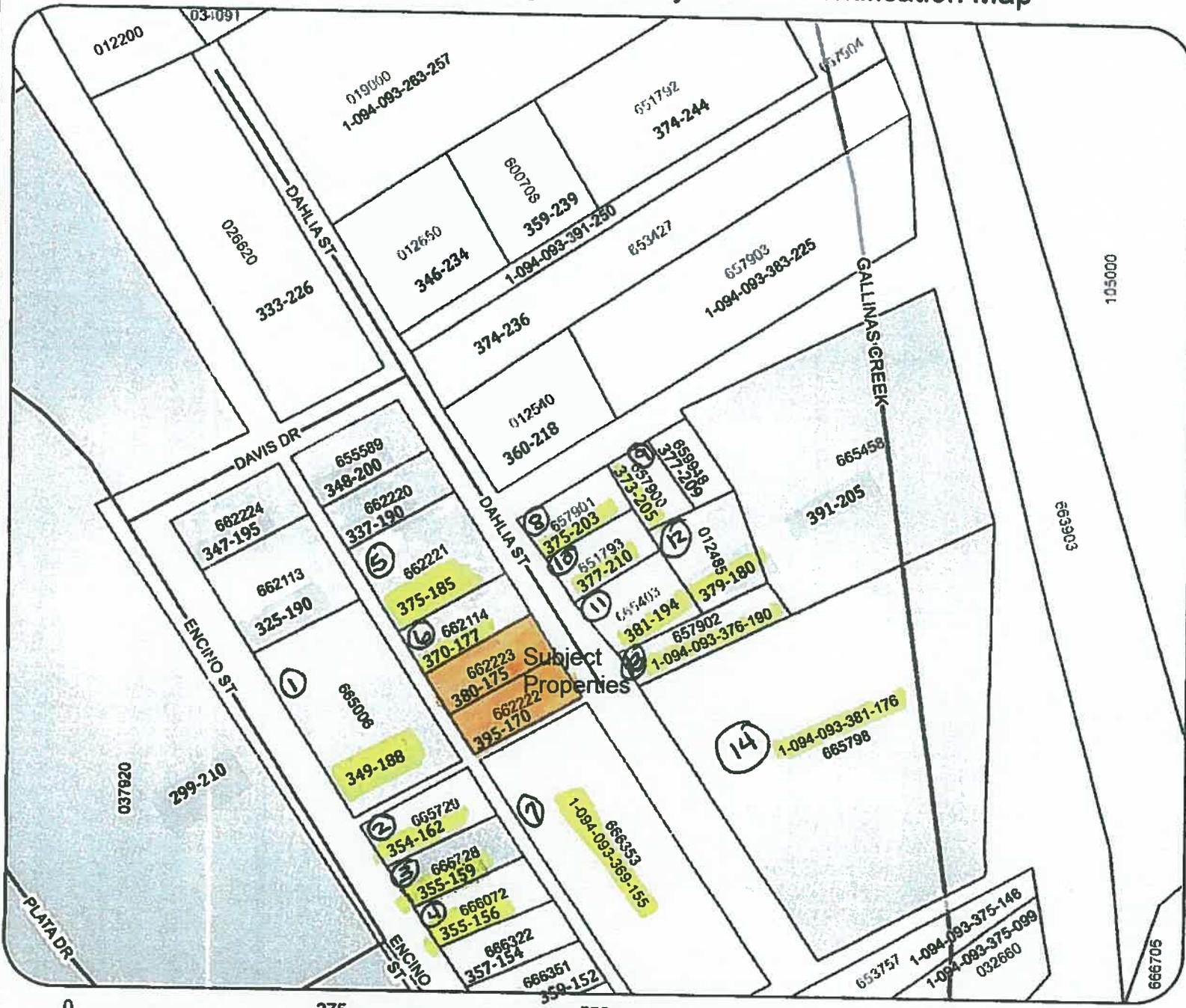
This map and data does not supersede or replace recorded documents, deeds or plats of record.

ALL property lines are approximate.

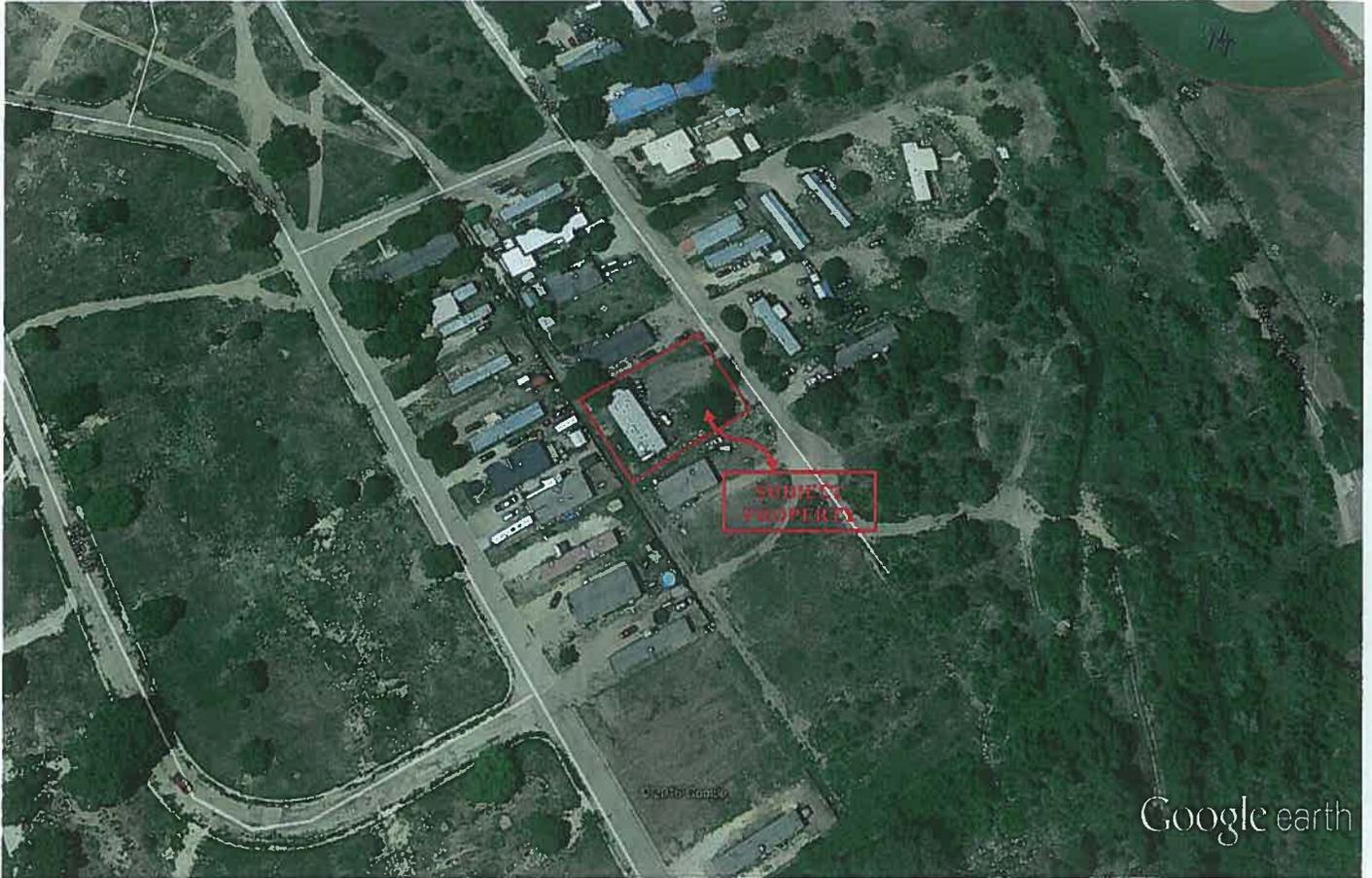
Information is subject to change without notification.

Printed on: 2/8/2016
Printed by: jphillips

Data Maintained by:
James Phillips



1 inch = 143 feet



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, February 29, 2016 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from R-2 (Multi Family Residential Zone) to an R-3 (Mixed Residential Zone), for property located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico for the purpose of placing single wide mobile homes at this location. Application submitted by Alejandro Rivera, (Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request or you may forward written statements, which shall be entered into the record. Please forward all statements to the Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

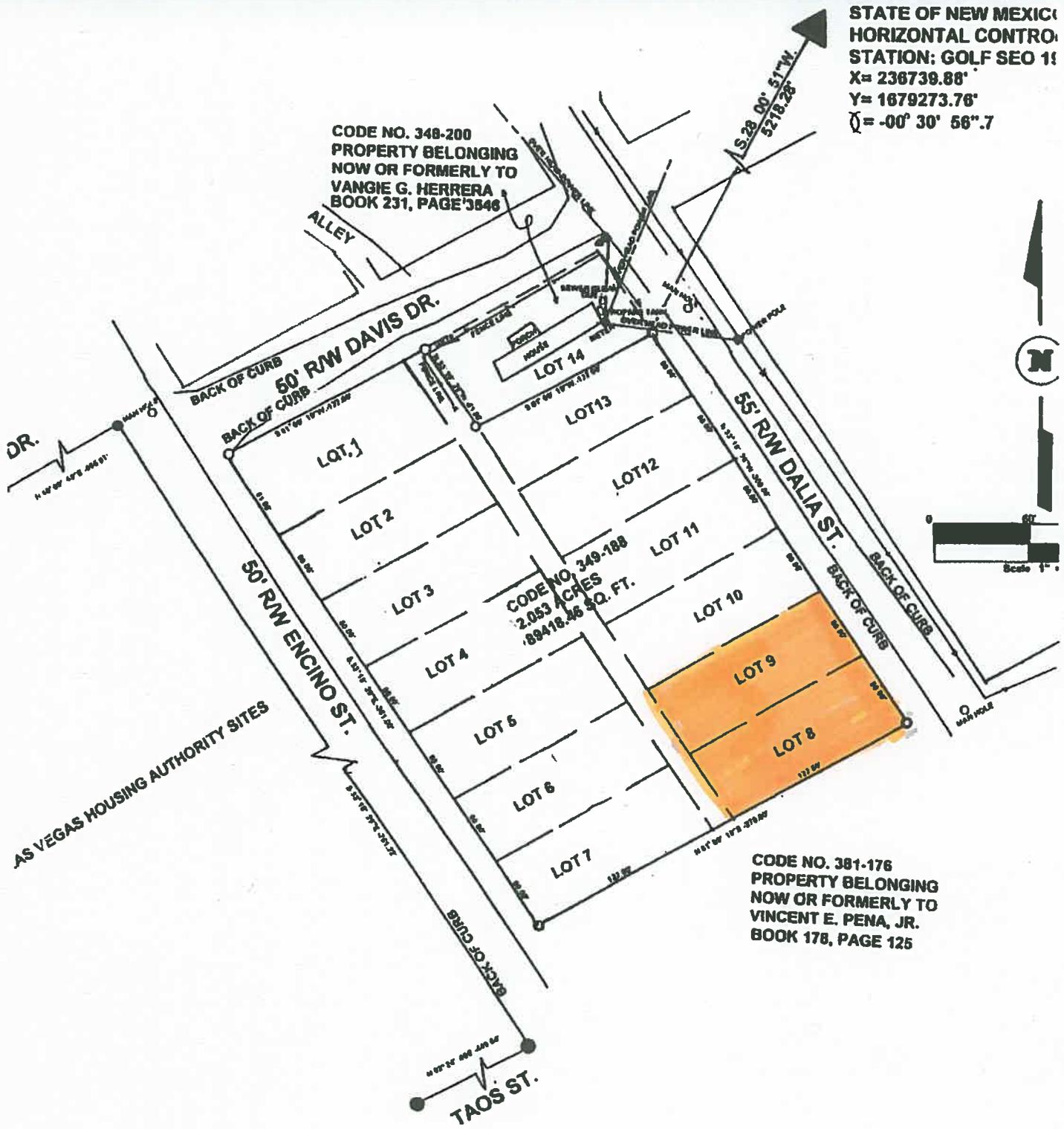
If you require further information, please contact Maria Perea, CADD Technician at (505) 454-1401, extension 3279.

CITY OF LAS VEGAS

**COMMUNITY DEVELOPMENT DEPARTMENT
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701**

'NOT TO SCALE'





INDEXING INFORMATION FOR COUNTY CLERK
 6739
 DOCUMENT NUMBER
 FILED IN MY OFFICE
 AT 10:30 O'CLOCK AM
 DATE 8-2-00
 Rubica Medina
 COUNTY CLERK & RECORDER
 BY: Rubica Medina DEPUTY
 BOOK 37 PAGE 291
FOR RECORD'S USE ONLY

ADDITIONAL INFORMATION FOR COUNTY CLERK
 BOUNDARY SURVEY FOR VINCENT E. PENA JR.
 THE SURVEYED TRACT IS LOCATED IN PROJECTED
 SECTION 22, TOWNSHIP 19 NORTH, RANGE 16 EAST, N.M.P.M.
 LOCATED IN LAS VEGAS, WITHIN THE LAS VEGAS GRANT,
 SAN RAFAEL COUNTY, NEW MEXICO

BOUNDARY SURVEY
 PREPARED FOR: VINCENT E. PENA JR.
 SCALE: 1" = 60' DATE: AUGUST 1, 2000
 DRAWN BY: K.A.G. DRAWING NO. 2000-074
 BUYER:
 SURVEYED BY: P. DAVID ARCHULETA & ASSOCIATES, INC.
 P.O. BOX 36, WATROUS, NEW MEXICO 87783
 LAND SURVEYOR NO. 10261
 PHONE AND FAX # (505) 425-1900



© 2016 Google

Google earth

**CITY OF LAS VEGAS
PLANNING & ZONING COMMISSION**

AGENDA STAFF REPORT

for

**February 29, 2016 - Hearing
APPLICATION / REQUEST**

| |
|---|
| <p>TYPE OF APPLICATION: An Amendment to the Official Zoning Map for a Zone Change from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone).</p> |
| <p>APPLICANT/OWNER: Alejandro Rivera 31 Los Alamosgordos Road Las Vegas, NM 87701</p> |
| <p>INTENDED LAND USE: Petition is to re-zone Lots 8 & 9, Block 7, of the D. E. Davis Subdivision (1-in), located at 2439 and 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone). The applicant proposes to place two single wide mobile homes on the properties. The property is currently an R-2 (Multi-family Residential Zone), which does not allow for single wide mobile homes, so it is required that the properties be re-zoned to an R-3 (Mixed Residential Zone).</p> |

SITE INFORMATION

| | |
|--|---|
| LOCATION | Two tracts of land within the D. E. Davis Subdivision (1-In), and described as Lots 8 & 9, Block 7, and addressed as 2439 and 2441 Dahlia Street. Properties are located within the City Limits |
| SITE ACREAGE | The property contains two (2) lots, each lot being 50' frontage x 127.60' depth, with each lot totaling 6,380 square feet (0.146± acres) and further described as Lots 8 & 9, Block 7, of the D. E. Davis Subdivision (1-In). Total of 12,760 for both lots (0.292± acres). |
| CURRENT ZONING CLASSIFICATION | R-2 (Multi-family Residential Zone) |
| CURRENT LAND USE | Property is currently vacant |
| SAN MIGUEL COUNTY TAX PARCEL IDENTIFICATION NO. & SCHOOL DISTRICT | Tax Map Number: 1-094-093-395-170 for Lot 8, Block 7 Tax Map Number: 1-094-093-380-175 for Lot 9, Block 7 School District 1-IN |
| TOWNSHIP & RANGE | Township 16 north, Range 16 east, Section 22 (Projected) |

ADJACENT PROPERTY OWNERS

| | |
|--------------|-------------------------------------|
| NORTH | R-2 (Multi-family Residential Zone) |
| EAST | R-3 (Mixed Residential Zone) |
| SOUTH | R-2 (Multi-family Residential Zone) |
| WEST | R-3 (Mixed Residential Zone) |

COMMENTS PROVIDED BY CITY UTILITY DEPARTMENTS AND OTHERS

| | |
|--|---|
| WATER | Available to the area by the City |
| SEWER | Available to the area by the City |
| GAS | Available to the area by the City |
| SOLID WASTE | Available to the area by the City |
| Electric (PNM), Cable (Comcast), Telephone (Cyber Link) | Available to the area |
| FIRE DEPT. | The nearest Fire Department is located on New Mexico Avenue and Valencia Street, and is approximately 0.75 miles from the subject property. |

CHAPTER 450 - ZONING ORDINANCE PLAN REGULATIONS

| | |
|--------------------------------------|--|
| LAND USE DESIGNATION | Section 450-2. Purpose: The official zoning plan for the City of Las Vegas was established and adopted to serve the public health, safety and general welfare of the community and to provide the economic and social advantage resulting from an orderly, planned use of resources. <u>Section 450-122. R-2 Multi-family Residential Zone.</u> Purpose: The R-2 Zone District is composed of medium-density concentrations of residential uses and open spaces where similar development appears likely to occur. The standards of this district are designed to stabilize and protect the essential character of the area so designated and to protect and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life. Development, therefore, is limited from low to medium concentrations. |
| PROPOSED LAND USE DESIGNATION | Section 450-123. R-3 Mixed Residential Zone . Purpose: This zone is intended to provide for the development of single-family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained. |
| ZONE CHANGE DEFINITION | An amendment to the Official Zoning Map to allow for land uses consistent within a specific area. |

COMPREHENSIVE MASTER PLAN ELEMENTS

| | |
|---|--|
| LAND USE PLAN GOALS, OBJECTIVES & POLICIES | <p>The following goals and objectives of the City of Las Vegas Comprehensive Plan are relevant to this request:</p> <p>Goals, Objectives and Policies: #D 1. a: Encourages adding housing stock in locations that are near to or served by existing utilities, community facilities and community services.</p> |
|---|--|

| | | |
|--------------|---------------|---------------------|
| NORTH | Davis Drive | Public Thoroughfare |
| SOUTH | Taos Street | Public Thoroughfare |
| EAST | Dahlia Street | Public Thoroughfare |
| WEST | Encino Street | Public Thoroughfare |

PUBLIC NOTICE AND AGENCY REVIEW

| | |
|---|--|
| APPLICATION FILING DATE | January 20, 2016 |
| DEVELOPMENT REVIEW TEAM REQUEST FOR COMMENTS | None requested, all utilities already exist in the area |
| PUBLICATION NOTICE OF P & Z MEETING | No publication done |
| PUBLIC NOTICE MAILING LIST | Notices for meeting being held on February 29, 2016 mailed to adjacent property owners within 100 feet via certified mail. |
| PUBLIC NOTICE SIGN | Sign posted in front of subject property on Friday, February 12, 2016 |

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On February 29, 2016, the Las Vegas Planning and Zoning Commission considered an application submitted by Mr. Alejandro Rivera (Applicant/Owner) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of Lots 8 & 9, Block 7, of the D. E. Davis Subdivision (1-In) for property located at 2439 and 2441 Dahlia Street. The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

NOTICE

Notice for the public hearing before the Planning and Zoning Commission was not published in the Las Vegas Optic nor faxed to area media, mailed via certified mail on February 12, 2016 to property owners within 100 feet, and notice was posted on the external boundaries of the property on February 12, 2016.

APPLICATION

The applicant/owner, Alejandro Rivera has submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of the Lots 8 & 9, Block 7, of the D. E. Davis Subdivision (1-In), for property located at 2439 & 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone). The re-zone would allow for the described property to be utilized as a single family residences.

LAND HISTORY

The property is currently vacant. All city utilities are available for this property. There are similar dwellings within the proximity of the subject site.

TESTIMONY

Mr. Rivera has stated in his application that he wants to place Single wide Mobile Homes on the properties. A Commission member asked if applicant was going to place more than one mobile home on the property. Mr. Rivera stated that he was going to follow the rules for the placement of the mobile home. Staff testified that only one (1) mobile home is allowed on each lot and staff will ensure that the proper procedures are followed.

COMMISSION'S RECOMMENDATION

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

CONCLUSION OF LAW AND DECISION

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 450-104 of the Las Vegas Zoning Ordinance, Chapter 450 was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for Lots 8 & 9, Block 7, of the D. E. Davis Subdivision (1-In), for property located at 2439 & 2441 Dahlia Street.

Signed this 3rd day of March, 2016


Dwight Torrez, Planning & Zoning Chairperson



City Attorney's Office

Date Submitted: 03/02/16

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Maria Perea

Document to be Reviewed: Ordinance 16-01 Re-Zone Property

Urgency: High Priority Medium Priority Low Priority

Deadline: March 2, 2016

Comments: _____

Approved:

Dave Romero
Dave Romero, City Attorney

Disapproved:

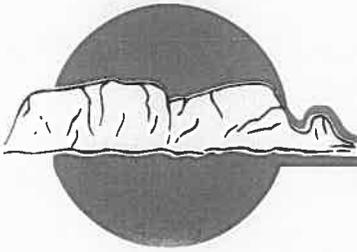
Dave Romero, City Attorney

Date Documents Picked Up: _____

By: _____
Printed Name

Signature





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

MEMO

TO: David Romero, City Attorney
FROM: Maria D. Perea, CADD Technician *MDP*
DATE: February 23, 2016
RE: Review of Ordinance 16-01

Attached for your review is Ordinance N. 16-01, being a petition to re-zone properties located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico. Mr. Alejandro Rivera is requesting that both properties be rezoned from the R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone). Both lots are currently vacant and property would like to develop the lots individually. The Planning and Zoning Commission will consider this application on February 29, 2016. The applications are tentatively scheduled to be heard by Council on March 2016.

cc: Casandra Fresquez, City Clerk
Alejandro Rivera P&Z File

*3:30pm
Hand delivered
Meeting for review set
for 3/2/16.*

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/9/2016 DEPT: FINANCE MEETING DATE: 03/16/2016

ITEM/TOPIC: 2016 Audit Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to renew 2016 Audit Contract with RPC CPAs + Consultants, LLP.

BACKGROUND/RATIONALE: The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 Audits. We are requesting final approval by Mayor and Council to renew 2016 Audit with RPC CPAs + Consultants, LLP.

STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

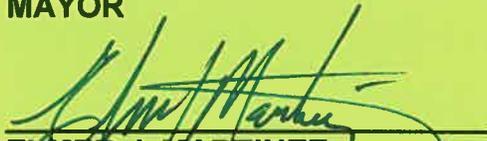
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

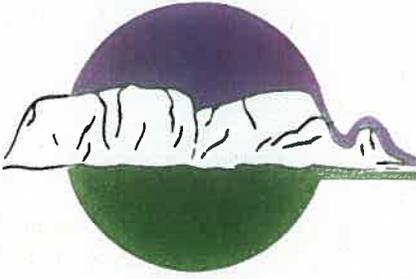

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ❖ Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(G)(6)(c).

I. Agency Contact Information

Name of Agency: City of Las Vegas
 Address of Agency: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
 Phone # of Agency: 505-426-3251 FAX# of Agency 505-425-7335
 City: Las Vegas (State: NM) Zip: NM - 87701 Web Site Address: lasvegasnm.gov

Agency Head Contact Information

Name of Agency Head: Elmer J. Martinez Title of Agency Head: City Manager
 E-mail address of Agency Head: ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name of Agency Contact: Ann M. Gallegos Title of Agency Contact: Finance Director
 Phone # of Agency Contact: 505-426-3251 FAX# of Agency Contact 505-425-7335
 E-mail address of Agency Contact: amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract.

Name of IPA Firm:
RPC CPAs + Consultants, LLP
 Phone # 505-883-2727 Fax: 505-884-6719 E-mail _____
 Address: 2700 San Pedro NE, Albuquerque, New Mexico 87110

Note: If there is a change in the On-Site Manager, the Office of the State Auditor must be notified in writing.

III. Important Dates

For which Fiscal Year (FY) is this recommendation being made: 2016
 Estimated Audit Start Date July 15, 2016 Estimated Completion Date December 15, 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds:

- My agency procured an annual financial and compliance audit without a Single Audit.
- My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi-Year Certification

Please check the appropriate box below:

- This is a multi-year award and this request applies to the 2nd year of a 3 year Proposal.
 This is a one year procurement award for only the fiscal year indicated in Section III.

VI. Fee and Hour Breakdown

| Category | The first year of our 3-year procurement was FY 20 <u>15</u> (or use just these columns for one-year procurement) | | The second year of our 3-year procurement was FY 20 <u>16</u> | | The third year of our 3-year procurement was FY 20 <u>17</u> | |
|----------------------------------|---|---------------------|---|---------------------|--|---------------------|
| | Year 1 Hours | Year 1 Cost | Year 2 Hours | Year 2 Cost | Year 3 Hours | Year 3 Cost |
| Financial Statement Audit | 465 | \$ 48,825.00 | 465 | \$ 48,825.00 | 465 | \$ 48,825.00 |
| Financial Statement Preparation | 80 | \$ 8,400.00 | 80 | \$ 8,400.00 | 80 | \$ 8,400.00 |
| Federal Single Audit | 85 | \$ 8,925.00 | 85 | \$ 8,925.00 | 85 | \$ 8,925.00 |
| Other allowed non-audit services | | | | | | |
| Component Units | 150 | \$ 15,350.00 | 150 | \$ 15,350.00 | 150 | \$ 15,350.00 |
| Other | | | | | | |
| SUBTOTAL | | \$ 81,500.00 | | \$ 81,500.00 | | \$ 81,500.00 |
| Gross Receipts Tax | | \$ 6,639.00 | | \$ 6,639.00 | | \$ 6,639.00 |
| TOTAL | 780 | \$ 88,139.00 | 780 | \$ 88,139.00 | 780 | \$ 88,139.00 |

SIGNATURE PAGE

I hereby certify that all the information submitted in this recommendation is true, accurate and complete to the best of my knowledge. Furthermore, I also hereby certify that, to the best of knowledge, my agency complied with applicable provisions of the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and the Audit Rule (2.2.2 NMAC) in the procurement of the IPA and recommendation to the State Auditor. Finally, I hereby attest that I have the authority to certify the information submitted in this recommendation on behalf of the agency.

Agency Head/Designee: _____ Elmer J. Martinez
(Signature) (Print Name)
City Manager 3/16/2016

(Title and Date)

Contract Data Form for Audits

Information saved successfully

Please enter all contract information below. If not applicable, please put N/A in the field.

I. Agency Contact Information

Agency Type

Local Public Body (LPB) - Do Not Qualify For Tiered System

Name Of Agency

City of Las Vegas

Address Of Agency

1700 North Grand Avenue

Phone # Of Agency

(505) 426-3251

Fax # Of Agency *Optional*

(505) 425-7335

City

Las Vegas

State

NM

Zip

87701

Web Site Address *Optional*

www.lasvegasnm.gov

Agency Head Contact Information

Name Of Agency Head

Elmer J. Martinez

Title Of Agency Head

City Manager

Email Address Of Agency Head

ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name Of Agency Contact

Ann M Gallegos

Title Of Agency Contact

Finance Director

Phone # Of Agency Contact

505-426-3251

Fax # Of Agency Contact *Optional*

505-425-7335

Email Address Of Agency Contact

amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract

On-Site Manager Name

Robert Cordova, CPA

Name Of IPA Firm

I Information saved successfully
 RPC CPAs + Consultants, LLP

Phone #

505-883-2727

Fax # Optional

505-884-6719

E-Mail Address

rcordova@rpcllp.com

III. Important Dates

For Which Fiscal Year (FY) Is This Recommendation Being Made: 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$750,000 or more of federal funds):

My agency procured an annual financial and compliance audit without a Single Audit.

My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi Year Certification

Please check the appropriate box below:

This is a multi-year award.

This is a one year procurement award for only the fiscal year indicated in Section III.

This request applies to the chosen year of a multi-year proposal:

Year 1 Year 2 Year 3

VI. Fee and Hour Breakdown

Do not use commas - numbers only

| Category | [Year 1] Hours | [Year 1] Cost | [Year 2] Hours | [Year 2] Cost | [Year 3] Hours | [Year 3] Cost |
|---------------------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|
| Financial Statement Audit | 465 | \$48825.00 | 465 | \$48825.00 | 465 | \$48825.00 |
| Financial Statement Preparation | 80 | \$8400.00 | 80 | \$8400.00 | 80 | \$8400.00 |
| Federal Single Audit | 85 | \$8925.00 | 85 | \$8925.00 | 85 | \$8925.00 |

Other allowed non-audit services

| Category | [Year 1] Hours | [Year 1] Cost | [Year 2] Hours | [Year 2] Cost | [Year 3] Hours | [Year 3] Cost |
|--------------------|-------------------|-----------------------|-------------------|-----------------------|-------------------|-----------------------|
| | | \$0.00 | | \$0.00 | | \$0.00 |
| Component Units | 150 | \$15350.00 | 150 | \$15350.00 | 150 | \$15350.00 |
| Other | | \$0.00 | | \$0.00 | | \$0.00 |
| SUBTOTAL | | [\$] 81,500.00 | | [\$] 81,500.00 | | [\$] 81,500.00 |
| Gross Receipts Tax | | \$6639.00 | | \$6639.00 | | \$6639.00 |
| TOTAL | 780 | [\$] 88,139.00 | 780 | [\$] 88,139.00 | 780 | [\$] 88,139.00 |

For The Current Fiscal Year, Total Amount Payable Including New Mexico Receipts Tax And Expenses, Shall Not Exceed:

\$88139.00

Additional Information

Agency Contract Reference Number *Optional*

Number Of Copies To Be Delivered By The Contractor To The Agency

15

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

Agency

Name: _____

By: _____

Title: _____

Date: _____

Contractor

Name: _____

By: _____

Title: _____

Date: _____

This Contract has been approved by: Office of the State Auditor

By: _____

Title: Deputy State Auditor

Date: _____

! Information saved successfully

CITY COUNCIL MEETING AGENDA REQUEST

DATE: March 8, 2016 DEPT: Fire MEETING DATE: March 16, 2016

ITEM/TOPIC:

Ambulance Contract Renewal Approval

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval requested of Council

BACKGROUND/RATIONALE:

Superior Ambulance was awarded Contractor for Emergency Ambulance Services on February 13, 2013. Approval is needed for annual contract renewal. This is the last year for renewal on this contract (2623-13).

STAFF RECOMMENDATION:

Chief Mares recommends approval.

COMMITTEE RECOMMENDATION:

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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.3)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13th day of February 2016, 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 after the original year, 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 #3 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

PAGE 2

REVIEWED AND APPROVED:

Elmer J. Martinez, City Manager Date

ATTEST:

Casandra Fresquez, City Clerk 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



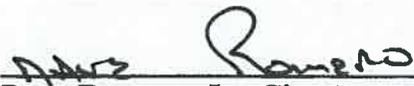
Chris L. Archuleta, Director

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.C. 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 limitation(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)

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

Contract# 2623-13

ADDENDUM (NO.1)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13TH day of February 2014, 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.

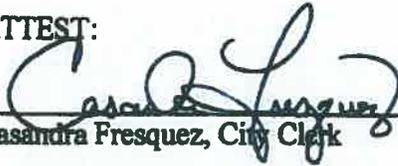
IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND

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 #1 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

PAGE 2

ATTEST:

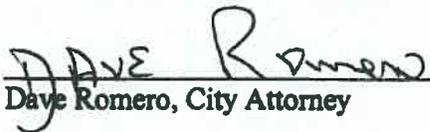


Casandra Fresquez, City Clerk 2/22/14
Date

REVIEWED AND APPROVED:



Timothy P. Dodge, City Manager 2/22/14
Date



Dave Romero, City Attorney 2/22/14
Date

Superior Ambulance



Chris L. Archuleta

Executive Director 2/24/14
DATE

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

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.

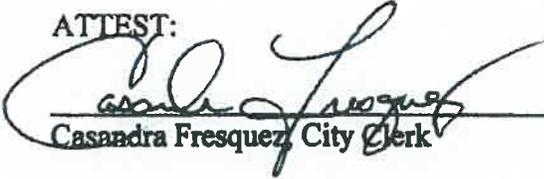
**IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND
PROVIDER** that any and all of the remaining provisions of the original contract Agreement
entered into by and between the parties not inconsistent herewith, shall remain in full force and
effect through the extension of this Agreement.

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

CITY OF LAS VEGAS

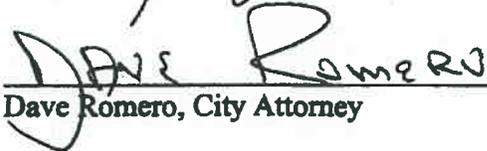

Alfonso E. Ortiz Jr., Mayor

ATTEST:

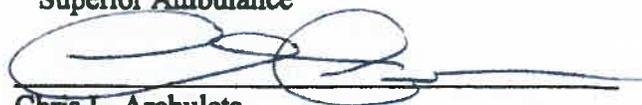

Casandra Fresquez City Clerk 2-19-15
Date

REVIEWED AND APPROVED:


Elmer J. Martinez City Manager 2/19/15
Date


Dave Romero, City Attorney 2/19/15
Date

Superior Ambulance


Chris L. Archuleta


Executive Director 2/24/15
DATE