



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**

Mayor

**CITY OF LAS VEGAS  
WORK SESSION CITY COUNCIL AGENDA  
March 9, 2016–Wednesday– 5:30 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR'S APPOINTMENTS/REPORTS**
- VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- IX. **CITY MANAGER'S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Out of State Travel to Huntsville, Alabama April 2-8, 2016

*Juan Montano, Police Chief* The 32<sup>nd</sup> 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. 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. Community Development has the intention of developing the property as a recreational area.

3. 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 becomes a living document that guides MRA revitalization and public and private sector investment for several years.

4. 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** Responsible disposal of waste collected by the Solid Waste Department as per New Mexico Environment Department permit # SWM-250605.

5. 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.

**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.

6. Award request for bids #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.

7. Award request for 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.

## **XI. EXECUTIVE SESSION**

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

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

## **XII. ADJOURN**

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

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

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

## Work Session

### CITY COUNCIL MEETING AGENDA REQUEST

DATE: February 24, 2016 DEPT: Police MEETING DATE: March 9, 2016

DISCUSSION ITEM/TOPIC: Out of State Travel to Huntsville, Alabama April 2-8, 2016.

#### **BACKGROUND/RATIONALE:**

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.

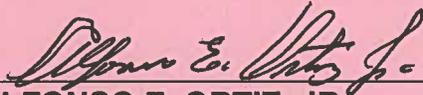
All expensive except meals will be paid by Taos Children's Advocacy Center.

Las Vegas Police Department will be sending (1) one City of Las Vegas employee.

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

  
\_\_\_\_\_  
Juan F. Montaña,  
Chief of Police

#### **REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR  
\_\_\_\_\_  
ELMER J. MARTÍNEZ  
CITY MANAGER  
\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)  
\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)  
\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



City of Las Vegas

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 32<sup>nd</sup> 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

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

*[Signature]*  
Beatrice Salazar, Grants Administrator

*0225/16*  
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  
32<sup>nd</sup> 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
<b>TOTAL COST</b>	<b>\$ 1,936.00</b>

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.

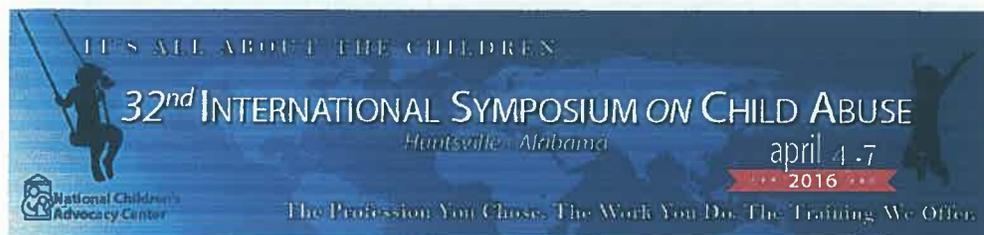
### Leading Industry Exhibits

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](mailto:jhardy@nationalcac.org).

### **Conference-at-a-Glance**

IT'S ALL ABOUT THE CHILDREN

## 32<sup>nd</sup> INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

Huntsville - Alabama

april 1-7  
2016

The Profession You Chase. 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 Loeber</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>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>1:00 p.m. - 4:30 p.m. Session IX/X</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.

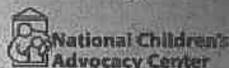


# 32<sup>nd</sup> INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

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

## 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.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3-2-16      DEPT: Community Development      MEETING DATE: 3-9-16

**DISCUSSION ITEM/TOPIC:**

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.*

**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 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, which the City desires for use as a possible recreational park; and

WHEREAS, the property is split into two separate deeds that sit side by side and are 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 for possible use as a recreational park 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 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 acknowledges that there shall be no liability resulting from prior use to the City or any other future owner.
- 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 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 is 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 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 monetary credit

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 provide Kenny Ross a City water tap which will be located at 15 Aragon Road, Las Vegas, New Mexico. The normal city fees for providing and installing the water tap shall be waived by the city but shall be included in compiling the total cost of obtaining the property. Mr. Ross shall pay for all expenses in connecting his line to the tap. Mr. Ross shall pay for all of the normal fees attached to receiving a water 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 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, 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

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 3/2/16**

**DEPT: Community Development**

**MEETING DATE: 3/9/16**

**DISCUSSION ITEM/TOPIC:**

Resolution # 16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority

**BACKGROUND/RATIONALE:**

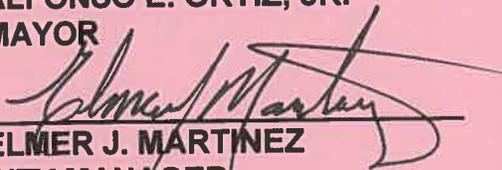
The City of Las Vegas and MainStreet de Las Vegas adopted a Las Vegas Downtown Action/MRA Plan in December 2010. This Plan needs to be updated and adopted as a Metropolitan Redevelopment Area (MRA) Plan. A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority 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.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

**CITY OF LAS VEGAS  
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 Planning Document 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

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 2/25/16**

**DEPT: Solid Waste**

**MEETING DATE: 3/9/16**

**DISCUSSION ITEM/TOPIC:**

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.

**BACKGROUND/RATIONALE:**

Responsible disposal of waste collected by the Solid Waste Department as per New Mexico Environment Department permit # SWM-250605

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

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**ELMER J. MARTINEZ**  
**CITY MANAGER**

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

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

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

Approved to form 1-26-15

**DISPOSAL AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS  
AND  
GGH WAGON MOUND, LLC  
NORTH EASTERN NEW MEXICO REGIONAL LANDFILL**

This Disposal Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2016, by 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 waster or contaminants which may be injurious to personnel engaged in solid waste 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, recycle-able 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, tires, aluminum and other recycle-able 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. The work to be done by Contractor as 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 North Easter 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 nay 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 that 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 North Eastern 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 . 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. Or appointed or 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 that 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, provide 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

Contractor 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 tot 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 wither 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 B**

**SERVICE OF RATE SCHEDULE**

***Base Year Rate for Disposal***

Municipal Solid Waste                      \$25.43 per ton

***Taxes***

-As Applicable

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/26/16

DEPT: Utilities

MEETING DATE: 03/09/16

**DISCUSSION 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.

**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.

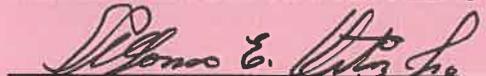
Advertised: 1/4/2016; Las Vegas Optic, Albuquerque Journal and City Website  
Proposal Opening: February 3, 2016  
Number of Proposers: 2  
Amount: To be negotiated with DUB-L-EE on a time and materials basis.  
Budget Line Item: 627-0000-610-7407

**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: 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-LEE, LLC			✓	✓
3				
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	City of Las Vegas
2 <i>[Signature]</i>	City of Las Vegas
3 <i>[Signature]</i>	City of Las Vegas
4	
5	
6	
7	
8	
9	
0	

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

**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. 2015-22, 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.

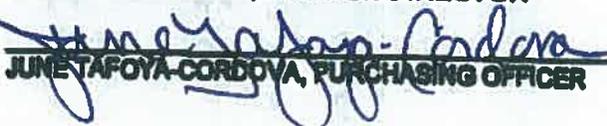
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

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. 2015-22

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 \_\_\_\_\_ Signature  
day of \_\_\_\_\_, 20\_\_\_\_ 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, 2016 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, 2016. 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) 292-1104  
FAX NUMBER: (505) 7  
DELIVERY: \_\_\_\_\_

CITY OF LAS VEGAS  
PUBLIC WORKS DEPT

2:04!  
etc

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_  
NEW MEXICO CONTRACTORS LICENSE NO.: 373895

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

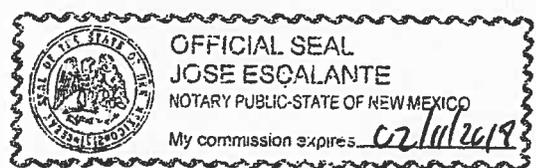
THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.  
AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico  
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 28<sup>th</sup> 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.**

Signature [Handwritten Signature]

Date 1/28/16

Title (Position) president

**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: 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).

<b>PRODUCER</b> Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	<b>CONTACT NAME:</b> Merlinda Chavez <b>PHONE (A/C, No, Ext):</b> (505) 265-8481 <b>FAX (A/C, No):</b> (505) 266-3500 <b>E-MAIL ADDRESS:</b> mchavez@westernassurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>RSUI Group, Inc</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Southwest Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company		INSURER B:	RSUI Group, Inc		INSURER C:	Southwest Casualty Company		INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Cincinnati Insurance Company																				
INSURER B:	RSUI Group, Inc																				
INSURER C:	Southwest Casualty Company																				
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> DUB-L-EE LLC 13 Old Rd Carnuel Albuquerque NM 87123																					

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

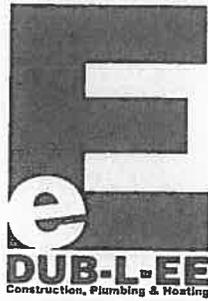
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR 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 - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED 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 checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
B			NHA073751	11/9/2015	11/9/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Excess Liability \$ 3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N 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**                      **CANCELLATION**

City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701	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](mailto:esaiz@dub-l-ee.com)  
Eddie J. Saiz (VP) (505) 730-7500 [ejr@dub-l-lee.com](mailto: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 Mats	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, 7" IPS, 1" IPS <i>2" IPS, 4" IPS, 6" IPS</i>	P.E. Butt Fusion Joint Sizes
PVC Joint Sizes	P.E. Service Tee Saddle Fusion Joint Sizes
Welder's Signature	Card Issue Date 10/22/2015

ELECTRO FUSION DESTRUCTIVE TESTS VERIFIED BY:

*Michael Bena*

LOCATION <i>Santa Fe</i>	DATE <i>10/22/2015</i>
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. Sma.</i>	DATE <i>10/22/2015</i>
P.E. BUTT FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: <i>Michael Sma</i>	
LOCATION <i>Santa Fe</i>	DATE <i>10/22/2015</i>
P.E. SADDLE FUSION JOINT DESTRUCTIVE TEST VERIFIED BY: <i>Michael Sma</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
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	Last 4 SSN
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
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"/>	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"/>	LEFT HANDED <input type="checkbox"/>	WEATHER Clear	PRODUCTION WELD TEST <input type="checkbox"/>
PIPE SPECIFICATION X42		OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/>	TEMP: 75	WIND BREAK USED NO	
MAKE OF WELDING MACHINE N/A		PIPE MANUFACTURER Tex Tube	WALL THICKNESS 0.156	DIAMETER 4.500	
SIZE N/A		MAKE OF OX-ACETYLENE EQUIPMENT Victor	WELDING NOZZLE SIZE #3 Victor or drill size #5	WEIGHT PER FOOT 7.237	
3 BRAND OF ELECTRODE N/A		BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8"	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"/>	

NICK BREAK TESTS	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"/>		<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 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*

Prepared 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"/>
				LEFT HANDED <input type="checkbox"/>	PRODUCTION WELD TEST <input type="checkbox"/>
POSITION <input type="checkbox"/> INCLINED <input type="checkbox"/> VERTICAL	ELECTRIC ARC <input checked="" type="checkbox"/>	INDOORS <input type="checkbox"/>	WEATHER Clear		TEMP: 75
<input checked="" type="checkbox"/> HORIZONTAL <input checked="" type="checkbox"/> FIXED	OX-ACETYLENE <input type="checkbox"/>	OUTDOORS <input checked="" type="checkbox"/>			WIND BREAK USED NO
PIPE SPECIFICATION X42	PIPE MANUFACTURER Tex Tube		WALL THICKNESS 0.156	DIAMETER 4.500	
MAKE OF WELDING MACHINE Lincoln	SIZE 305 D	MAKE OF OX-ACETYLENE EQUIPMENT N/A	WELDING NOZZLE SIZE N/A	OX-ACETYLENE PRESSURE FLOWING N/A	
BRAND OF ELECTRODE Lincoln	BRAND OF OX-ACETYLENE ROD AND SIZE 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"/>

NICK BREAK 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"/>

ALL WELD TESTS:	
-----------------	--

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

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

Date Signed: **5.14.15**

ered 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	
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		TEMP: 73
PIPE SPECIFICATION X42		PIPE MANUFACTURER Tex Tube		WALL THICKNESS 0.188	DIAMETER 8.625	
MAKE OF WELDING MACHINE Lincoln		SIZE 305 D	MAKE OF OX-ACETYLENE EQUIPMENT N/A	WELDING NOZZLE SIZE N/A	WEIGHT PER FOOT 16.940	
BRAND OF ELECTRODE Lincoln		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	0.188	16,000	9.40	85,106	NVD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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"/>

TENSILE 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"/>
	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

Prepared 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"/>	LEFT HANDED <input type="checkbox"/>	WEATHER Clear	PRODUCTION WELD TEST <input type="checkbox"/>
PIPE SPECIFICATION X42		OX-ACETYLENE <input checked="" type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/>	TEMP: 75		WIND BREAK USED NO
MAKE OF WELDING MACHINE N/A		PIPE MANUFACTURER Tex Tube	WALL THICKNESS 0.113	DIAMETER 2.375	
BRAND OF ELECTRODE N/A		MAKE OF OX-ACETYLENE EQUIPMENT Victor	WELDING NOZZLE SIZE #3 Victor or drill size #5	WEIGHT PER FOOT 2.730	
BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8"		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 BREAK 1.50 FROM WELD		

BEND TESTS	COUPON LOCATION	TYPE OF BEND	REMARKS	COMMENTS	Accepted	Rejected

DIP BREAK 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: Mahe [Signature] Date Signed: 5.14.15

Red 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"/>
				LEFT HANDED <input 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"/>	WEATHER Clear	
		OX-ACETYLENE <input checked="" type="checkbox"/>	OUTDOORS <input checked="" type="checkbox"/>	TEMP: 75	WIND BREAK USED NO
PIPE SPECIFICATION X42		PIPE MANUFACTURER Tex Tube		WALL THICKNESS 0.113	DIAMETER 1.050
MAKE OF WELDING MACHINE N/A		SIZE N/A	MAKE OF OX-ACETYLENE EQUIPMENT Victor	WELDING NOZZLE SIZE #3 Victor or drill size #5	WEIGHT PER FOOT 1.131
BRAND OF ELECTRODE N/A		BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8"		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 BLEND 1" FROM WELD		

BEND TESTS	COUPON LOCATION	TYPE OF BEND	REMARKS	COMMENTS	Accepted	Rejected

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

ICE WELD TEST	
---------------	--

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"/>
nature of Company Qualifying Rep: <i>Male</i>		Date Signed: <i>5-14-15</i>
ered 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 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 checked="" type="checkbox"/>
PIPE SPECIFICATION X42		PIPE MANUFACTURER Tex Tube		WEATHER Clear	TEMP: 75
MAKE OF WELDING MACHINE V/A		SIZE N/A	MAKE OF OX-ACETYLENE EQUIPMENT Victor	WELDING NOZZLE SIZE #3 Victor or drill size #5	WIND BREAK USED NO
BRAND OF ELECTRODE V/A		BRAND OF OX-ACETYLENE ROD AND SIZE RG 60 #1 HT 1/8"		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
	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"/>	

GIRTH OR CIRCULAR 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"/>
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	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: 4-21-15

Prepared 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"/>	WEATHER Clear	LEFT HANDED <input type="checkbox"/>	PRODUCTION WELD TEST <input checked="" type="checkbox"/>
PIPE SPECIFICATION X42		OX-ACETYLENE <input type="checkbox"/> OUTDOORS <input checked="" type="checkbox"/>	TEMP: 72	WIND BREAK USED NO	
MAKE OF WELDING MACHINE Lincoln		PIPE MANUFACTURER Tex Tube	WALL THICKNESS 0.156	DIAMETER 4.500	
BRAND OF ELECTRODE Lincoln		SIZE 250	WELDING NOZZLE SIZE N/A	WEIGHT PER FOOT 7.237	
		MAKE OF OX-ACETYLENE EQUIPMENT 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-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"/>

NICK BREAK TESTS	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"/>	<input type="checkbox"/>
	B2	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:

Date Signed: 4-21-15

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

# NMGCO

## Employee Qualification Card

For: Lopez, Ramon

C00839

As of: 11/13/2015

---

<b>Qualification</b>	<b>Qualify</b>	<b>Requalify</b>
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 $\leq$ 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

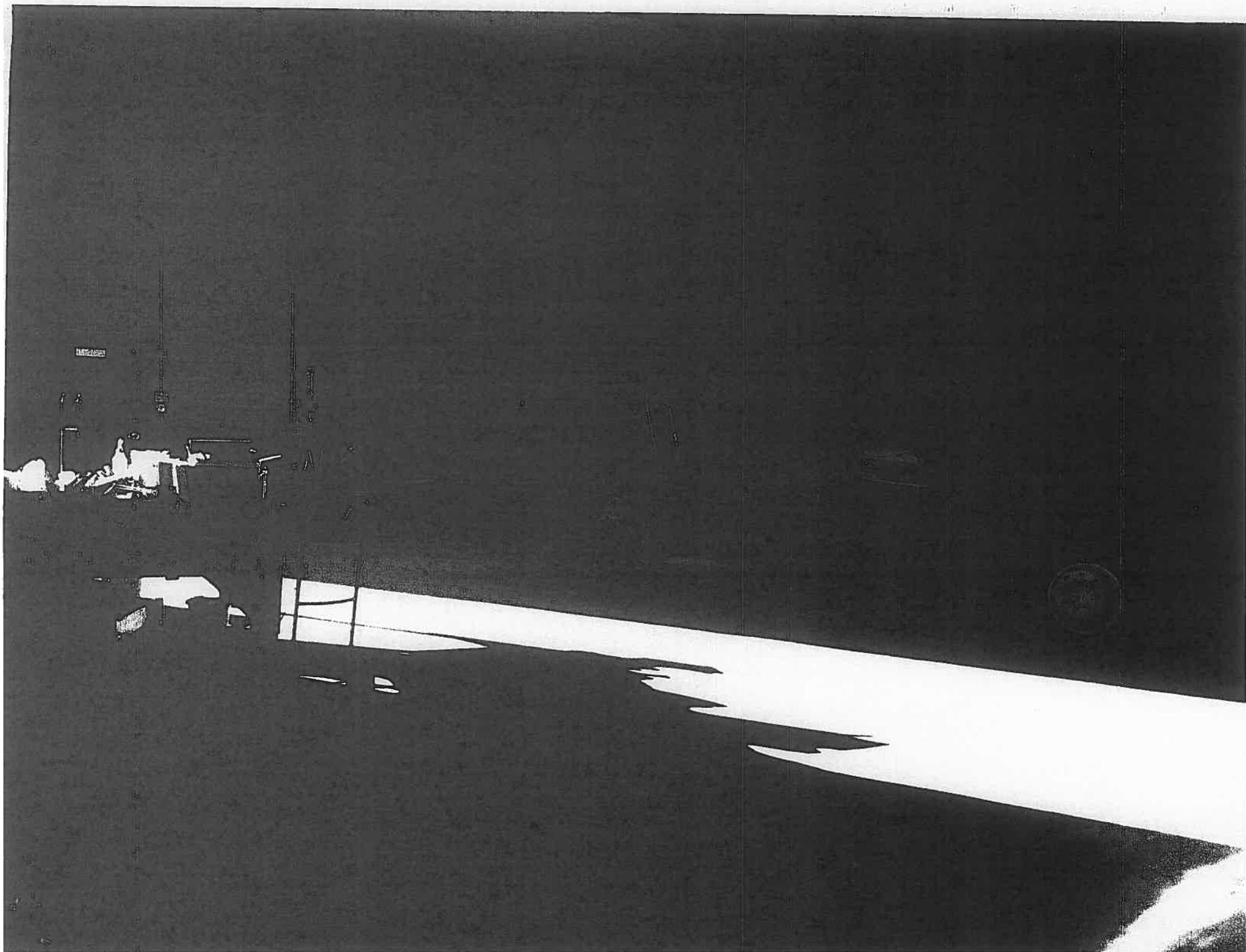
For: Lopez, Ramon

C00839

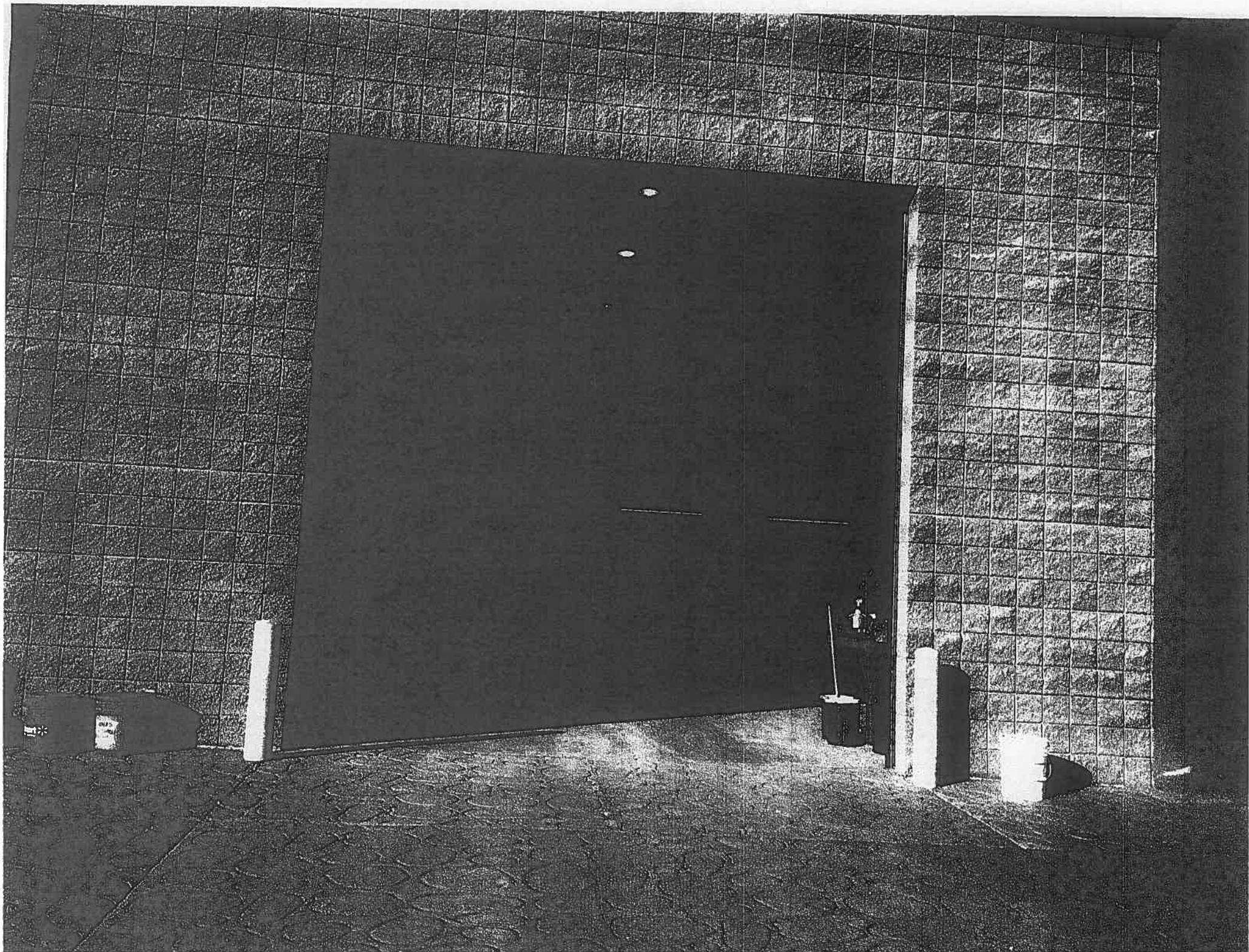
As of: 11/13/2015

---

<b>Qualification</b>	<b>Qualify</b>	<b>Requalify</b>
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. 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*  
ELMER J. MARTINEZ, CITY MANAGER

*Cassandra Fresque*  
CASANDRA FRESQUE, CITY CLERK

*Ann M. Gallegos*  
ANN M. GALLEGOS, FINANCE DIRECTOR

*June Tafuya-Cordova*  
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: 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]  
 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 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: 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 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

January 5, 2016  
\_\_\_\_\_  
Date

Vice President  
\_\_\_\_\_  
Title (Position)

CITY OF LAS VEGAS, NEW MEXICO

# BUSINESS LICENSE/REGISTRATION

BUSINESS:

HALO SERVICES, INC.

LICENSE # 3568

ADDRESS:

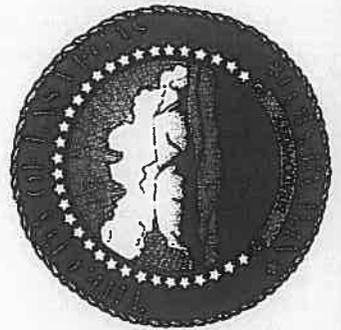
LAS VEGAS, NEW MEXICO 87701



**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

70 CR 4980  
Bloomfield, NM 87413

Phone 505-632-7007  
Fax 505-632-2666

# 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.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/26/16

DEPT: Utilities

MEETING DATE: 03/09/16

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

**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.

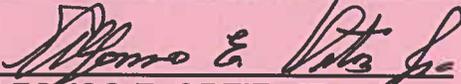
Advertised: 02/19/16; Las Vegas Optic, City Website  
Bid Opening: March 2, 2016  
Number of Bidders: 1  
Lowest Bidder: Chemtrade  
Amount: \$445.00 per dry ton or \$217.25 per wet ton  
Budget Line Item: 640-0000-610-7104

**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



**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

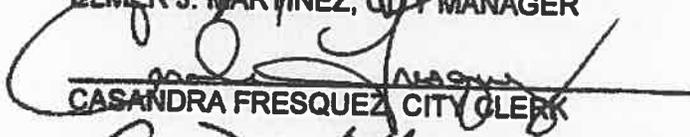
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: OFFICE OF THE CITY CLERK 1700 N GRAND AVE., LAS VEGAS, NM 87701

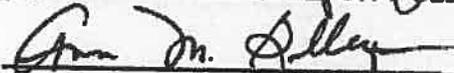
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: LIQUID ALUMINUM SULFATE, Opening No. 2016- 23; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered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

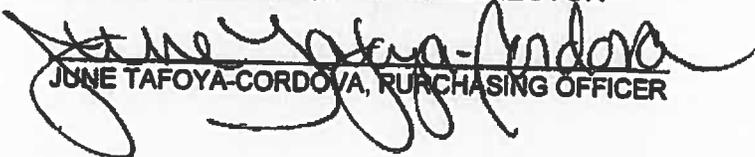
The City of Las Vegas reserves the right to reject any/or all bids submitted.

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](http://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 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, 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: \_\_\_\_\_  
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)

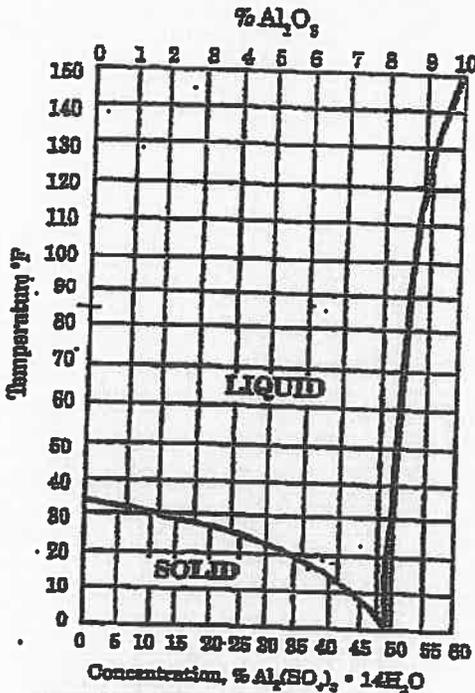


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ( $Al_2(SO_4)_3 \cdot 14H_2O$ ) in Water.

### 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  
( $14H_2O$  product)  
pH, 1% solution ( $14H_2O$  product)  
Specific gravity  
Freezing point  
Boiling point  
Freezing temperatures

$Al_2(SO_4)_3 \cdot 14H_2O$ , 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 $Fe_2O_3$ ), %	0.3 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
  - 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

# Material Safety Data Sheet

Provided by:

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

DX Systems Company  
DX Terminals

PO Box 24600  
Houston, TX 77229-4600  
281-457-4888  
888-647-7727  
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

WATER	PERCENT	CAS NO.
ALUMINUM SULFATE	REMAINDER	
	50%	10043-01-3

## SECTION 3 - HAZARDS IDENTIFICATION

### Potential Health Effects

**ACGIH - TLV:** 2 mg/m<sup>3</sup>  
**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 IARC 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 Spills:**

DILUTE SMALL SPILLS/LEAKS WITH PLENTY OF WATER. NEUTRALIZE ANY FURTHER RESIDUE WITH SODA ASH OR LIME-NEUTRALIZATION REQUIRES VENTILATION DUE TO RELEASE OF CO<sub>2</sub>. LG SPILLS: DKE 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 (H<sub>2</sub>O):** COMPLETE

**Specific Gravity (H<sub>2</sub>O=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) = 6207 mg/kg

# Kemira

WATER FILTRATION SOLUTIONS

February 23, 2016

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

Invitation to Bid: Quotations/Bid: Liquid Aluminum Sulfate

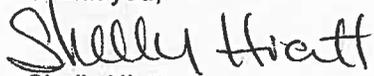
Opens: 03/02/2016

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](mailto:kwsna.bids@kemira.com).

I appreciate your assistance.

Thank you,



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

RECEIVED  
MAR 02 2016

2:04 pm  
CITY OF LAS VEGAS  
PURCHASING DEPT. *etc*

Kemira Oyj  
Porkkalankatu 3  
P.O. Box 330  
FI-00101 Helsinki, Finland  
[www.kemira.com](http://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

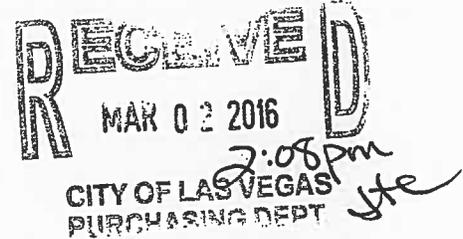
Asia-Pacific  
Tel +86 21 3367 8333

# Kemira

Water is the connection.

• 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](mailto:muniteam@univarusa.com)

[www.univar.com](http://www.univar.com)

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

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

[www.univarusa.com](http://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](mailto:karen.martinez@univarusa.com)  
[michelle.bergal@univarusa.com](mailto: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. 212<sup>th</sup>  
Kent, WA 98032-1994

Contacts: [muniteam-west@univarusa.com](mailto:muniteam-west@univarusa.com)

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

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

Jennifer Perras  
Municipal Specialist  
Phone: (253) 872-5040  
Fax: (253) 872-5041  
[Jennifer.perras@univarusa.com](mailto: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  
PURCHASING DEPT. *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](http://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*

*Ann Hopler*  
Signature ANN HOPLER, MARKETING SPECIALIST

Subscribed and sworn to before me, this 16TH day of FEBRUARY, 20 16.

(SEAL)  
**MARY F. CULVER**  
NOTARY PUBLIC  
STATE OF NJ  
MY COMM. EX. 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, 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: 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. _____	\$ _____
<b>TOTAL</b>	\$ <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) \_\_\_\_\_

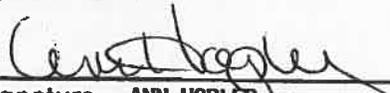
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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)

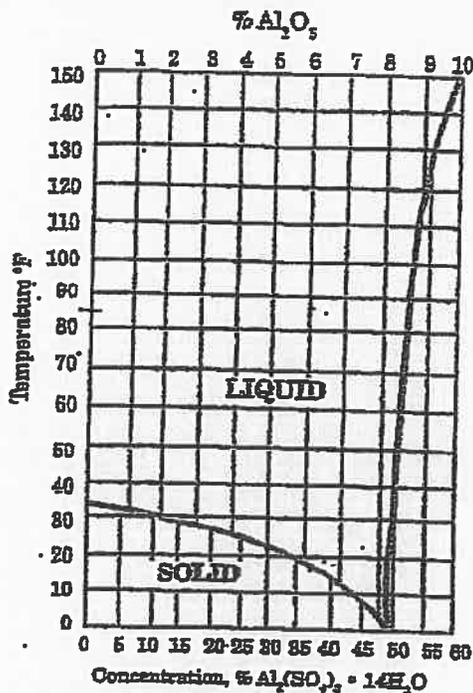


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ( $Al_2(SO_4)_3 \cdot 14H_2O$ ) in Water.

### 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 48.5% dry aluminum sulfate)

Product Weight

Molecular weight of dry alum

( $14 H_2O$  product)

pH, 1% solution ( $14 H_2O$  product)

Specific gravity

Freezing point

Boiling point

Freezing temperatures

$Al_2(SO_4)_3 \cdot 14 H_2O$ , in water

11.1-11.2 lb/US gallon

594

8.5 (approx.)

1.833-1.837

-15° (5°F)

161°C (314°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.

DX 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:** none/07

## SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS		
	PERCENT	CAS NO.
WATER		
ALUMINUM SULFATE	REMAINDER	
	50%	10043-01-3

## SECTION 3 - HAZARDS IDENTIFICATION

### Potential Health Effects

**ACGIH - TLV:** 2 mg/m<sup>3</sup>  
**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 IARC 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.

**SECTION 6 - ACCIDENTAL RELEASE MEASURES**

**Per 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 CO<sub>2</sub>. 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 (H<sub>2</sub>O):** COMPLETE

**Specific Gravity (H<sub>2</sub>O=1):** 1.395

**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 OLSJM.

**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) = 8207 mg/kg

**SECTION 12 - ECOLOGICAL INFORMATION**

14 PPM/56HR/FUNDULUS/FATAL/FRESH WATER 240 PPM/48HR/MOSQUITO FISH/TLM  
LC50 LARGEMOUTH BASS = 250 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 Schroeder		

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 10<sup>th</sup> 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:

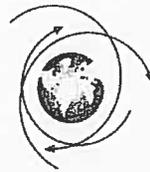
\_\_\_\_\_  
Mark Davis  
President and Chief Executive Officer

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.

\_\_\_\_\_  
Susan Paré  
Corporate Secretary

Seal

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](mailto:cssorders@chemtradelogistics.com)

Fax: 647-255-3655

Bid/Contract Contact :

Ann Hopler

1-800-441-2659

e-mail : [bids@chemtradelogistics.com](mailto: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**

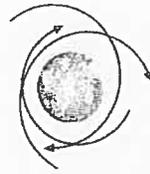
**Corporate Offices are located at:**

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](http://www.chemtradelogistics.com)

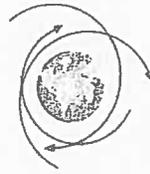


**CHEMTRADE**

### **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](http://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 Hopler  
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 <sub>2</sub> O <sub>3</sub> , %	8.0 - 8.4
	Aluminum as Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> •14H <sub>2</sub> 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:  $\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$  (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) :



GHS05

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

## Safety Data Sheet

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  $Al_2(SO_4)_3 \cdot 14 H_2O$  (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:**

<b>Water (7732-18-5)</b>	
<b>LD50 Oral Rat</b>	> 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

<b>Liquid Alum</b>	
<b>Clean Water Act</b>	
<b>Ingredient Name</b>	<b>Reportable Quantities</b>
Aluminum sulfate (10043-01-3)	5000 lb (2270 kg)

<b>Liquid Alum</b>	
<b>SARA Section 311/312 Hazard Classes</b>	Immediate (acute) health hazard
<b>Water (7732-18-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

### US State Regulations

<b>Liquid Alum</b>

<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>
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

<b>Liquid Alum</b>	
<b>WHMIS Classification</b>	Class D Division 2 Subdivision B - Toxic material causing other toxic effects Class E - Corrosive Material
<b>Water (7732-18-5)</b>	
Listed on the Canadian DSL (Domestic Substances List)	
<b>WHMIS Classification</b>	Uncontrolled product according to WHMIS classification criteria
<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>	
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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/22/16

DEPT: Utilities

MEETING DATE: 03/09/16

**DISCUSSION ITEM/TOPIC:** Award request for bid #2016-24 for portable flame ionization survey for the Gas division to Heath Consultants.

**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.

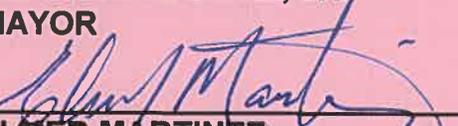
Advertised: 02/12/16; Las Vegas Optic, Albuquerque Journal and City Website  
Bid Opening: March 2, 2016  
Number of Bidders: 2  
Lowest Bidder: DUB-L-EE  
Amount: \$12,400.00  
Budget Line Item: 620-0000-610-7305

**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.: 2016-24

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	12,700. <sup>00</sup>			
2 Heath Consultants	13,500. <sup>00</sup> + portal travel @ \$71.40 per hour		✓	✓
3				
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
<i>Derricka [Signature]</i>	CLV
<i>Scott [Signature]</i>	CLV
<i>D. [Signature]</i>	CLV

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

OPENED BY: FINANCE DEPARTMENT  
*June Jafeya*  
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**

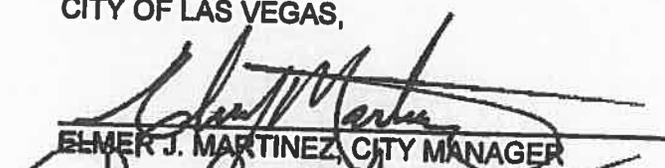
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM

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.

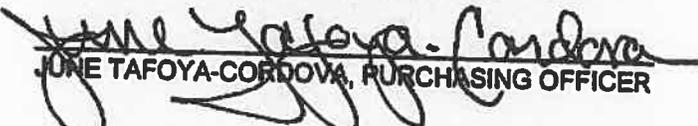
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

  
ELMER J. MARTINEZ, CITY MANAGER

  
CASANDRA FRESQUEZ, CITY CLERK

  
ANN M. GALLEGOS, FINANCE DIRECTOR

  
JUNE 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: \_\_\_\_\_

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  
BID FORM

BID ITEM (S): Portable Flame Ionization Survey

A. <u>Scope of Work</u>	\$ _____
B. <u>Price of Survey</u>	\$ _____
C. <u>Price per Hour</u>	\$ _____
D. <u>Price per Tech.</u>	\$ _____
E. <u>Estimated man Hours to complete survey</u>	\$ _____
F. _____	\$ _____
G. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____
<b>TOTAL</b>	\$ _____

## 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)

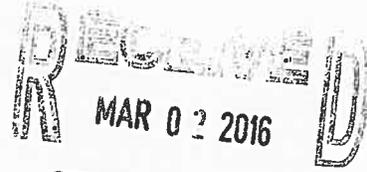
-OR-

**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)



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](mailto:esaiz@dub-l-ee.com)  
Eddie J. Saiz (VP) (505) 730-7500 [ejr@dub-l-lee.com](mailto: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  
PUBLIC WORKS 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,

Elmer J. Martinez  
ELMER J. MARTINEZ, CITY MANAGER

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Ann M. Gallegos  
ANN M. GALLEGOS, FINANCE DIRECTOR

June Tafuya-Cordova  
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**

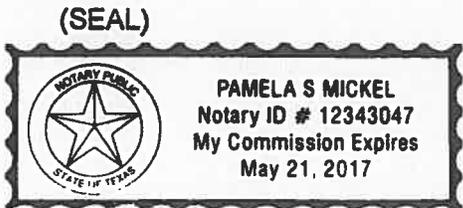
**STATE OF** Texas

**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.



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.

### 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: 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.



D

**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) \_\_\_\_\_

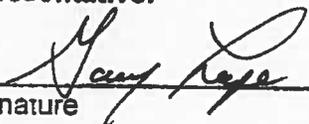
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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)