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
November 12, 2014–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**

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

- Recognition Certificate to Cyrena Ayon for Most Creative Children's Library Card Winner.

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

IX. **CITY MANAGER'S INFORMATIONAL REPORT**

X. **DISCUSSION ITEMS**

1. Resolution 14-67 supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of the all hazards multi-jurisdictional mitigation plan.

   Dennis English, San Miguel County and City of Las Vegas Office of Emergency Management The multi-jurisdictional hazard Mitigation Plan is designed to protect people and property from the effects of

TONITA GURULE-GIRON Councilor, Ward 1 | **VINCE HOWELL** Councilor, Ward 2 | **JOSEPH "JOEY" HERRERA** Councilor, Ward 3 | **DAVID L. ROMERO** Councilor, Ward 4

natural and human-caused hazards. The plan was developed because of increasing awareness that natural hazards, especially wild fire, drought, flood and wind, have the potential to affect people, physical assets, and operations in the City. In addition to developing a framework for action, the plan enables participating counties and municipalities to apply for pre and post-disaster mitigation funding that would not otherwise be available.

2. Request for Bid No. 2015-04 for Milk products for Senior Center(s).

   Annette Ortega, Senior Citizen Center Manager Request for Bid(s) No. 2015-04 for milk products were opened on September 25, 2014. One (1) Bid was received for this product. The City is recommending the bid be awarded to Creamland Dairies as they met all bid requirements.

3. Resolution #14-68 Budget Adjustment Resolution.

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

4. Request for Bid No. 2015-06 for the E. Romero Fire Station Renovation-Phase Two-Rebid.

   Chris Cavazos, Project Manager Bids for the E. Romero Fire Station Renovation-Phase Two-Rebid, for renovation of building to be used as a fire fighting museum and administrative offices were opened on October 9, 2014. One (1) offeror submitted bid of which Northeastern Construction was that offeror which met all specifications and licensing requirements as certified by the architect.

5. Contract with the Las Vegas/San Miguel Chamber of Commerce, Inc.

   Elmer J. Martinez, Acting City Manager The Chamber of Commerce is a non-profit organization whose purpose is to assist the business community. After review of community needs, and recent frank discussions between Chamber Board members, Mayor and the City Manager as to the value and necessity of a Chamber of Commerce in Las Vegas, a decision was made to recommend a contract for services. The intent of the contract is to re-establish the Chamber's base mission which is to provide direct services to the business community.

6. Selection of Legislative Priorities.

   Matt Griego, Interim Community Development Director Council is asked to rank Legislative Priorities from the City's top sixteen (16)

projects from its ICIP, then select projects(s) for submittal for Legislative Funding.

7. Resolution No. 14-66 borrowing loan funding from the Waste Water Replacement Reserve Fund.

   Ken Garcia, Utilities Director The City of Las Vegas Waste Water division would like to borrow money from the Replacement Reserve Fund set up through the Clean Water State Revolving Loan Fund in accordance with the attached resolution. This loan would have to be fully replenished by the City by terms of the attached resolution.

8. Award Bid 2015-10 Solid Waste tipping fees for Municipal Solid Waste (MSA) per ton.

   Ken Garcia, Utilities Director The City of Las Vegas Solid Waste division went out for competitive bids for tipping fees for municipal solid waste. There were a total of three bids received. Although GGH Wagon Mound was the low bid, the Solid Waste Division would like to award to both companies to be able to have Estancia Valley Solid Waste Authority as an alternate.

9. Purchase of a 50 ton capacity trailer.

   Ken Garcia, Utilities Director The Water division seeks to purchase a 50 ton capacity low boy trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer is $92,100.00 and has been budgeted for FY 2015.

10. Billing adjustment for Alta Vista Regional Hospital water account.

    Ken Garcia, Utilities Director The automated meter reading register that was installed at 104 Legion Drive is incorrect because of the installation of the meter. The flow through the meter was incompatible with the register which resulted in a billing error. Due to the error, Alta Vista Regional Hospital is due a credit in the amount of $54,640.71. Per Resolution #12-06 any credit amount over $50,000 must be approved by the Governing Body.

11. Amendment 1 to the URS Contract #2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

    Ken Garcia, Utilities Director Amendment 1 addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of this amendment is $1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This is

amendment 1 to URS contract number 2825-14 with the original pre tax amount of $325,117.20. Engineering firm URS was hired through RFP 101-35.

12. Amendment 1 to the URS Contract #2716-14 (RFP 101-35) for the Bradner Reservoir Enlargement Project additional services.

    Ken Garcia, Utilities Director Amendment 1 addresses the additional services related to adding the containment dam and the additional alternatives. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is $479,831.00 and will be paid out of funding received for the Bradner project. This is amendment 1 to URS contract number 2716-13 with the original pre tax amount of $1,917,578.00. Engineering firm URS was hired through RFP 101-35.

13. Amendment 2 to the URS Contract #2716-13 (RFP101-35) for the Bradner Reservoir Enlargement Project quarry test blast.

    Ken Garcia, Utilities Director Amendment 2 is for the test blast attenuation study to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dams and to evaluate the quality of the rock after it is blasted, placed and compacted. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is $89,000.00 and will be paid out of funding received for the Bradner project. This is amendment 2 to URS contract number 2716-13 with the original pre tax amount of $1,917,578.00. Engineering firm URS was hired through RFP 101-35.

XI. EXECUTIVE SESSION

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

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

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

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

XII. ADJOURN

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/3/14 **DEPT: Executive** **MEETING DATE: 11/12/14**

DISCUSSION ITEM/TOPIC: Resolution 14-67 supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of the all hazards and adoption of the all hazards multi-jurisdictional mitigation plan.

BACKGROUND/RATIONALE: The Multi-Jurisdictional Hazard Mitigation Plan is designed to protect people and property from the effects of natural and human-caused hazards. The plan was developed because of increasing awareness that natural hazards, especially wildfire, drought, flood and wind, have the potential to affect people, physical assets, and operations in the City. In addition to developing a framework for action, the plan enables participating counties and municipalities to apply for pre and post-disaster mitigation funding that would not otherwise be available.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

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

Approved to form 9-25-12

CITY OF LAS VEGAS
RESOLUTION NO. 14-67

A RESOLUTION SUPPORTING PARTICIPATION IN THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLANNING PROCESS AND ADOPTION OF THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLAN

WHEREAS, the City of Las Vegas Governing body desires to prepare and mitigate for such hazards and seeks to promote the public health, and general welfare of the jurisdiction and the safe, orderly, and healthful development of the jurisdiction ; and

WHEREAS, the City of Las Vegas Governing body worked with their members and other participating jurisdictions and entities to develop an all-hazards multi-jurisdictional mitigation plan; and

WHEREAS, mitigation plans must conform to 44 CFR, Part 201, and all applicable mitigation planning guidance issued by FEMA ; and

WHEREAS, a community must be a participant in a current, FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding; and

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management supports local mitigation planning and encourages local governments to participate in the All Hazards Multi-jurisdictional mitigation planning process; and

WHEREAS, staff recommends that the City of Las Vegas Governing body approve the All Hazards Multi-Jurisdictional Mitigation Plan Update; and

WHEREAS, the City of Las Vegas Governing body deems it in the public interest to approve this plan.

NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

_____
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero Jr., City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/20/2014 DEPT: SENIOR CENTER MEETING DATE: 11/12/2014

DISCUSSION ITEM/TOPIC: Request for Bid No. 2015-04 for Milk products for Senior Center(s).

BACKGROUND/RATIONALE: Request for Bid(s) No. 2015-04 for Milk Products were opened on September 25, 2014. One (1) Bid was received for this product. We are recommending bid be awarded to Creamland Dairies as they met all bid requirements. (see attached Bid).

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.

Annette Ortega
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz Jr.
ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

Elmer J. Martinez
ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only
(If Box is initialed by City Mnger. Review and Sign)

Approved to form 9-25-12

COPY

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., ***September 25, 2014***, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Milk for the Las Vegas, Pecos & San Miguel Senior Centers.

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: ***City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701***

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: ***City Clerk's Office at 1700 North Grand Avenue, 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: ***"Milk"***, Opening No 2015-04.; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, ACTING CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN MARIE GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

RECEIVED
SEP 25 2014
COPY
CITY OF LAS VEGAS
PURCHASING DEPT.
2:07

Opening No 2015-04

Date Issued: 8-28-14

Date Issued: Published:

Albuquerque Journal September 3, 2014
Las Vegas Optic September 3, 2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before 2:00pm, ***September 25, 2014*** at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for ***October , 2014.*** The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

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: 39-0318390

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): 03-180255-009

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of2006.

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.

NOTE:THIS IS A TWO YEAR BID- PRICES TO REMAIN FIRM FOR A TWO YEAR PERIOD AFTER BID AWARDMENT.

BIDDER INFORMATION

BIDDER: Creamland Dairies

AUTHORIZED AGENT: Bill Andes, General Sales Manager

ADDRESS: P.O. Box 25067

TELEPHONE NUMBER () 505-247-0721

FAX NUMBER () 505-764-9820

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L01867767680

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): ***Milk for the Las Vegas, Pecos, San Miguel Senior Centers***

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF} New Mexico
}
COUNTY OF} Bernalillo

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.

William O. Andes
Signature

Subscribed and sworn to before me, this 12 day of September, 20.14

(SEAL)

Connie Sue Holdren
Notary Public Signature
My Commission Expires: 3-21-16

OFFICIAL SEAL
Connie S. Holdren
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 3-21-16

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): ***"Milk" 1 % and or 2% milk in half pints, half gallons and gallons: Vendor must be able to deliver milk to each individual site (Las Vegas, Pecos, San Miguel) on a ~~daily basis~~.*** Weekly Basis

A. ***1 % Milk In half pints***		$ .2786
B. ***1 % Milk In half pints (chocolate)***	Fat Free	$ .2788
C. ***2 % Milk In half pints***		$ .2815
D. ***2 % Milk In half pints (chocolate)***		$ N/A
E. ***1 % Milk In half gallons***		$ 1.89
F. ***1% Milk In half gallons (chocolate)***		$ 2.19
G. ***2 % Milk in half gallons***		$ 1.95
H. ***2 % Milk in half gallons (chocolate)***	Whole Choc.	$ 2.39
I. ***1 % Milk in gallons***		$ 3.29
J. ***1 % Milk in gallons (chocolate)***		$ 3.59
K. ***2 % Milk in gallons***		$ 3.84
L. ***2 % Milk in gallons (chocolate)***		$ N/A

NOTE:THIS IS A TWO YEAR BID- PRICES TO REMAIN FIRM FOR A TWO YEAR PERIOD AFTER BID AWARDMENT.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) ofContribution(s) _____

Nature ofContribution(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.

William C. Cude 9-12-14
Signature Date

General Sales Manager
Title (Position)

Creamland Dairies, LLC.

P.O. Box 25067 • 010 Indian School Road NW • Albuquerque, NM 87125 • Phone 505-247-0721

ESCALATOR/DE-ESCALATOR CLAUSE

All prices shall be firm for thirty (30) days from the date of bid opening, after which prices may escalate or de-escalate in accordance with changes in raw ingredient costs to the manufacturer, but at no time will the price be changed without prior written notification to the School Food Service Department of any such changes. Raw milk price changes will be supported by written documentation to be attached to the price change notification. For each full $.15 per hundred weight increase or decrease, the price shall increase or decrease $.001 per half-pint of milk.

This bid is based on raw ingredient costs in effect as of Sept. 1, 2014.

Non-milk price changes shall be supported by a copy of the vendor price increase/decrease attached to the price change notification.

Fuel Adjustment – Due to the rising cost of fuel, Creamland Dairies may need to adjust pricing to cover any additional fuel costs.

William C. Lund

Name and Title (Person Completing this Form)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/31/2014 **DEPT: FINANCE** **MEETING DATE: 11/12/14**

DISCUSSION ITEM/TOPIC: RESOLUTION #14-68 BUDGET ADJUSTMENT RESOLUTION.

BACKGROUND/RATIONALE: THE CITY IS IN NEED OF INCREASING OR DECREASING THE FY 2015 BUDGETED REVENUES OR EXPENDITURES, TRANSFERS IN OR TRANSFERS OUT WITHIN VARIOUS FUNDS.

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.

Ann M. Gallegos
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz Jr.
ALFONSO E. ORTIZ, JR.
MAYOR

ANN M. GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

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

Approved to form 9-25-12

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 14-68

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

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds for the purposes of overtime for police department, for purchasing additional equipment, water projects, land acquisition, Las Vegas Day at the Legislature, Fiesta funds to be funded by additional grant funding, local funds, and;

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

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2015;

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

_____
Alfonso E. Ortiz, Jr. Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero, City Attorney

Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2014-2015
DFA Resolution Number: 14-68

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
14-68						
203	(203) FIRE PROTECT FD	CASH BALANCE	54,600	(54,600)	0	CARRYOVER OF UNEXPENDED FUNDS
203	(203) FIRE PROTECT FD	EXPENDITURE	184,307	54,600	238,907	REPAIR/MAINTENANCE/EQUIPMENT
206	(206) EMERGENCY MED	REVENUE	(31,913)	(573)	(32,486)	INCREASE OF EMS FUNDS
206	(206) EMERGENCY MED	EXPENDITURE	31,913	573	32,486	INCREASE OF EMS FUNDS
207	(207) ECONOMIC DEV	CASH BALANCE	473,304	(100,000)	373,304	CARRYOVER OF UNEXPENDED FUNDS
207	(207) ECONOMIC DEV	EXPENDITURE	0	100,000	100,000	FOR LAND ACQUISITION
					0	
242	(242) HEALTH COUNCIL	CONTRIBUTIONS	0	10,000	10,000	REVENUE FROM STATE/COUNTY/CITY
242	(242) HEALTH COUNCIL	EXPENDITURE	0	15,000	15,000	PROFESSIONAL SERVICES
242	(242) HEALTH COUNCIL	TRANSFER FROM GEN	0	(5,000)	(5,000)	TRANSFER FROM
101	(101) GENERAL FUND	TRANSF TO 242	0	5,000	5,000	TRANSFER TO
101	(101) GENERAL FUND	CASH BALANCE	1,615,050	(5,000)	1,610,050	
247	(247) JUV JUST GRANT	REVENUE	0	71,721	71,721	GRANT REVENUE
247	(247) JUV JUST GRANT	EXPENDITURE	0	71,721	71,721	GRANT EXPENDITURES
					0	
252	(252) BEAUTIFICATION GI	GRANT REVENUE	(584)	(4,000)	(4,584)	BEAUTIFICATION 2015 GRANT
252	(252) BEAUTIFICATION GI	EXPENDITURE	0	4,000	4,000	BEAUTIFICATION 2015 GRANT
234	(234) 2015 REG IV JAG	REVENUE	0	(81,510)	(81,510)	2015 REGION IV JAG
234	(234) 2015 REG IV JAG	EXPENDITURE	0	81,510	81,510	2015 REGION IV JAG
253	(253) DISTRACTED DRIV	REVENUE	0	(4,967)	(4,967)	2015 GRANT
253	(253) DISTRACTED DRIV	EXPENDITURE	0	4,967	4,967	2015 GRANT
253	(253) 100/SUMMER	REVENUE	0	(3,473)	(3,473)	2015 GRANT
253	(253) 100/SUMMER	EXPENDITURE	0	3,473	3,473	2015 GRANT
253	(253) BUCKLE UP	REVENUE	0	(3,513)	(3,513)	2015 GRANT
253	(253) BUCKLE UP	EXPENDITURE	0	3,513	3,513	2015 GRANT

ATTEST: _____
City Clerk (Date)

_____
Mayor (Date)

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

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2014-2015
DFA Resolution Number: 14-68

2 OF 3

(A) ENTITY RESOULUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
14-68						
253	(253) NM TRAFFIC SAFETY	REVENUE	0	(35,344)	(35,344)	2015 GRANT
253	(253) NM TRAFFIC SAFETY	EXPENDITURE	0	35,344	35,344	2015 GRANT
253	(253) NM TRAFFIC SAFETY	REVENUE	0	(6,327)	(6,327)	2015 GRANT
253	(253) NM TRAFFIC SAFETY	EXPENDITURE	0	6,327	6,327	2015 GRANT
219	(282) SENIOR CENTER	REVENUE	(851,086)	35,242	(815,844)	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	EXPENDITURE	747,249	(35,242)	712,007	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	REVENUE	(815,844)	(50)	(815,894)	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	EXPENDITURE	712,007	50	712,057	TO ADJUST TO APPROVED BUDGET FOR 2015
218	(260) WIPP FUNDS	CASH BALANCE	6,000	(6,000)	0	INCREASE ADDITIONAL CASH
218	(260) WIPP FUNDS	EXPENDITURE	0	6,000	6,000	INCREASE FOR SUPPLIES
261	(261) BULLETPROOF VEST	REVENUE	0	(1,522)	(1,522)	2015 GRANT
261	(261) BULLETPROOF VEST	EXPENDITURE	0	1,522	1,522	2015 GRANT
299	(284) VETERANS MEM	REVENUE	0	(5,000)	(5,000)	TO ADJUST FOR RENTAL INCOME
299	(284) VETERANS MEM FD	EXPENDITURE	0	5,000	5,000	TO INC BUDGET FOR RENTAL INCOME
299	(103) LIBRARY SPECIAL	REVENUE	10,000	7,780	17,780	STATE GRANT
299	(103) LIBRARY SPECIAL	EXPENDITURE	19,431	7,780	27,211	STATE GRANT
300	(275) DOWNTOWN MST	GRANT REVENUE	0	(75,000)	(75,000)	ECONOMIC DEVELOP GRANT
300	(275) DOWNTOWN MST	EXPENDITURE	0	75,000	75,000	E.ROMERO FIRE BLDING
299	(288) 4TH OF JULY	REVENUE	(25,000)	0	(25,000)	LOCAL REVENUES
299	(288) 4TH OF JULY	EXPENDITURE	55,000	25,000	80,000	EXPENDITURES
299	(288) 4TH OF JULY	CASH BALANCE	31,392	(25,000)	6,392	
299	(288) 4TH OF JULY	TRANSFER IN	(30,000)	0	(30,000)	
					0	
402	(338) EQUIP LOAN FD	EXPENDITURE	25,794	11,399	37,193	INCREASE EXPENDITURES
402	(338) EQUIP LOAN FD	TRANSFER IN	(37,143)	0	(37,143)	TRANSFER IN

ATTEST: _____
City Clerk **(Date)**

_____
Mayor **(Date)**

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

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2014-2015
DFA Resolution Number: 14-68

3 OF 3

(A) ENTITY RESOULUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
14-68						
500	611 WWTR REPLACE	CASH BALANCE	923,045	(103,189)	819,856	
500	611 WWTR REPLACE	TRANSFER TO 612	0	103,189	103,189	TO FULLY FUND WWTR REPLACEMENT FUND
500	(612)WWTR RESERVE	TRANSFER FR 611	0	103,189	103,189	TO FULLY FUND WWTR REPLACEMENT FUND
500	(646) WTR GRT	CASH BALANCE	1,178,411	0	1,178,411	CASH BALANCE 7/1/2014
500	(646) WTR GRT	REVENUE	(4,944,483)	(1,063,530)	(6,008,013)	GRANT/LOAN FUNDS
500	(646) WTR GRT	EXPENDITURE	6,921,594	1,063,530	7,985,124	GRANT/LOAN FUNDS
299	(764) FIRE PROTECTION	CASH BALANCE	21,762	(21,762)	0	BUDGET CARRYOVER
299	(764) FIRE PROTECTION	EXPENDITURE	17,070	21,762	38,832	INCREASE BUDGET FOR EQUIPMENT
700	(770) LV DAY-LEG	REVENUES	0	(20,000)	(20,000)	TO BUDGET REVENUE FOR LV DAY AT LEGISLATURE
700	(770) LV DAY-LEG	EXPENDITURES	0	20,000	20,000	TO BUDGET EXPENDITURES FOR LV DAY AT LEGISLATURE
	TOTAL BUDGET					
	ADJUSTMENT			1,755,702		

ATTEST: _____
City Clerk (Date)

_____
Mayor (Date)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/28/14 **DEPT: Public Works** **MEETING DATE: 11/12/14**

DISCUSSION ITEM/TOPIC: Bid # 2015-06 for the E. Romero Fire Station Renovation-Phase Two-Rebid

BACKGROUND/RATIONALE: Bids for the E. Romero Fire Station Renovation-Phase Two-Rebid, for renovation of building to be used as a fire fighting museum and administrative offices were opened on October 9th, 2014. One (1) offeror submitted bid of which Northeastern Construction was that offeror which met all specifications and licensing requirements as certified by the architect. The bid was in the amount of $136,158.75 plus applicable NMGRT for both the base bid and alternative #1.

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
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

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

Approved to form 9-25-12

October 22, 2014

Re: E. Romero Fire Station Renovation
Bid Recommendation

Mr. Chris Cavasos
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

Dear Mr. Cavasos:

We received one bid for the E. Romero Fire Station Renovation on October 9. The results are as follows, (none of the bids include tax):

Bidder	Base Bid	Alternate #1 Glass Doors	Alternate #2 Overhead Door
Northeastern	$106,000	$20,000	$9,000

Although Northeastern was the only contractor who submitted a bid, TFC of La Joya, Vigil Contracting of Albuquerque, and Pacheco Contracting of Tucumcari also picked up and reviewed plans.

Northeastern's bid is complete and they have the proper licenses and labor registrations to complete the work.

I recommend that a construction contract be awarded to Northeastern Construction for the Base bid amount and tax. The contract amount is $114,546.25.

If the City of Las Vegas has additional funding to include one of the Alternates, I would recommend that the Operable Glass Door be included. The glass door and overhead door serve the same purpose. They allow the existing wooden doors to remain (which is required by SHPO), but create a

2625 PENNSYLVANIA ST. NE, SUITE 600 • ALBUQUERQUE, NM 87110 • (505) 293-1477
NEW MEXICO • NEVADA • ARIZONA • ILLINOIS

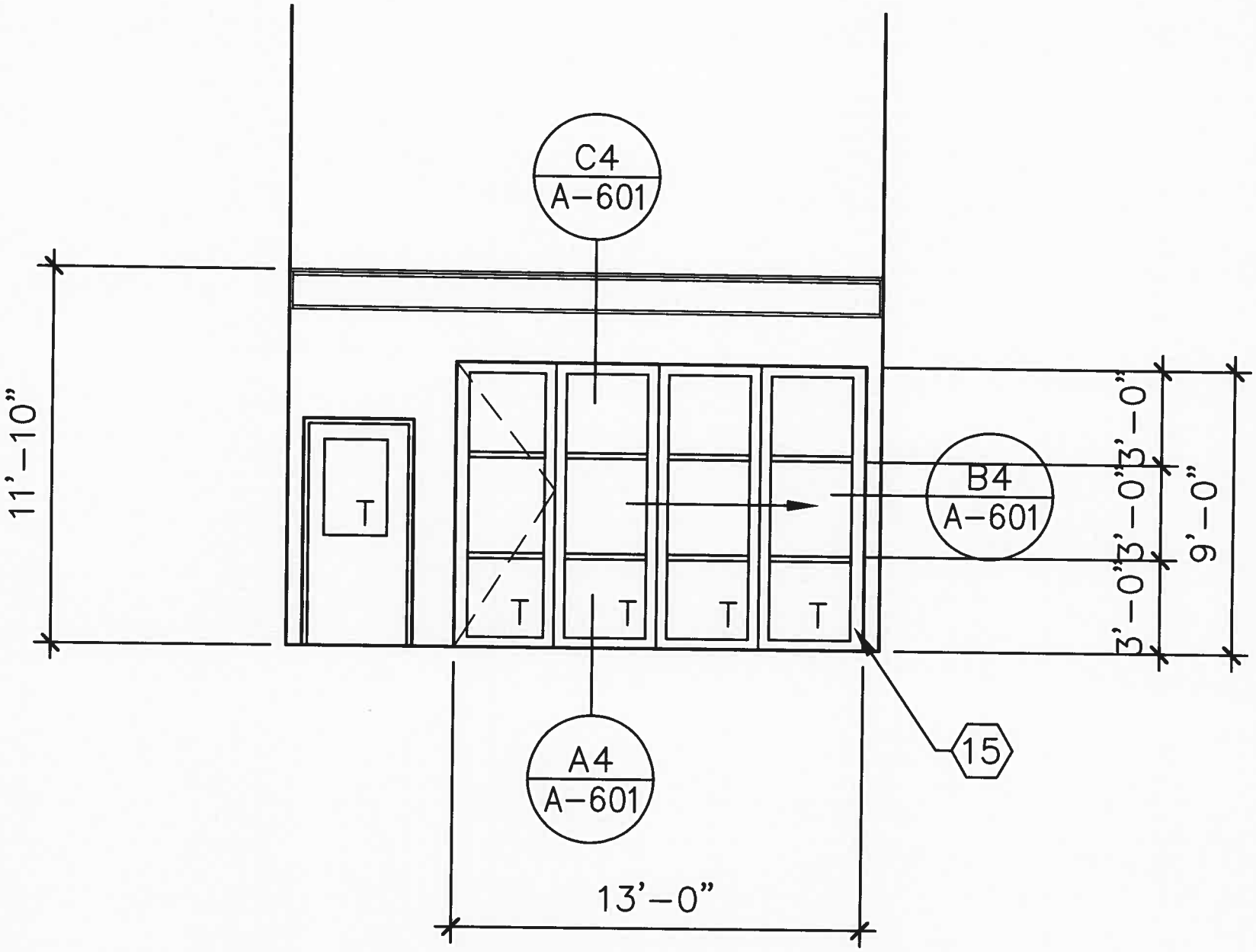
secure interior vestibule that allows the wooden doors to remain open during museum hours.

The operable glass door is of sturdier construction, will have less maintenance and is aesthetically more pleasing than the overhead door.

If the operable glass door alternate is included, the contract amount is $136,158.75 including tax.

Please call me with any concerns regarding this letter.

Kevin R. Balciar, AIA

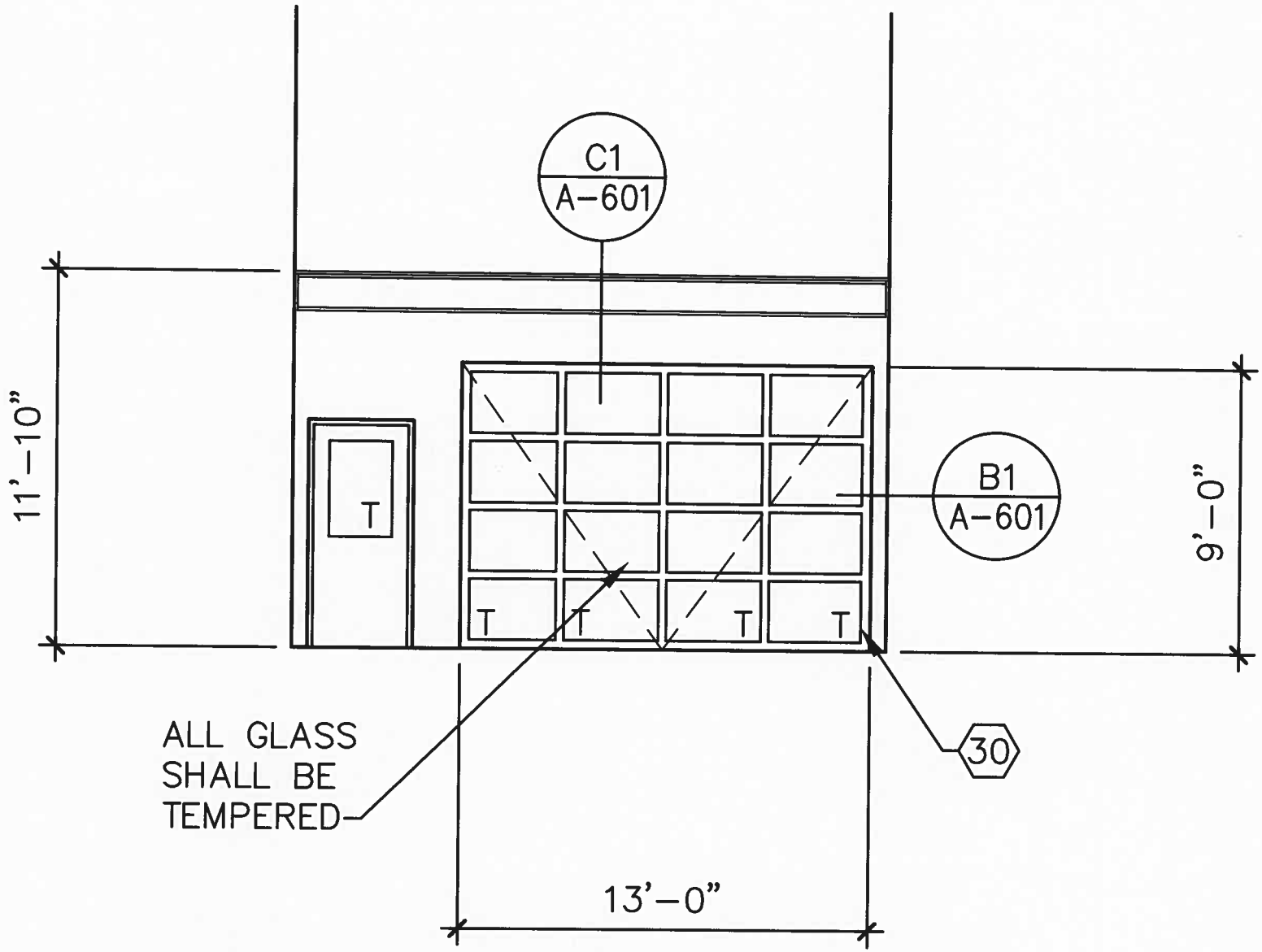


D3 ELEVATION

FOLDING OPERABLE DOOR

1/8"=1'-0"

BID ALTERNATE #1



B2 ELEVATION OVERHEAD DOOR (GARAGE TYPE)

1/8"=1'-0"

BID ALTERNATE #2

SOLEIL WEST
ARCHITECTURE • PLANNING • INTERIOR DESIGN

Conscious Design for the Environment

October 29, 2014

Re: E. Romero Fire Station
Scope of Work

Veronica Gentry
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

Dear Veronica:

The scope of work that was bid on October 9 includes the following:

- demolition of the second floor framing.
- repair to the front folding wood door
- miscellaneous repair to the existing walls.
- construction of a toilet including plumbing
- construction of a janitor closet including plumbing
- construction of a furnace room including ductwork
- construction of an electrical room including new service to the building
- drywall finishing, texturing, and painting the walls for the rooms mentioned above.
- construction of a vestibule wall that will have either a folding glass door or a glass garage door, if either of the alternates is accepted.
- electrical lighting and power.
- doors and frames for the rooms mentioned above.
- concrete floor to replace the rotten wood floor at the rear of the building
- new exterior door at the rear of the building.
- repair of the second floor window along Bridge Street
- designation of a handicapped parking space and sign on Bridge Street

Not included in the scope of work:

- second floor framing and a stair to the second floor.

Please call me with any questions.

Kevin R. Balciar, AIA

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NEW MEXICO • NEVADA • ARIZONA • ILLINOIS

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 9-Oct-2014

TIME: 2:00 PM

OPENING NO.: **2015-06**

DEPARTMENT: PUBLIC WORKS/FIRE DEPT

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

ITEM(S): **E ROMERO FIRE STATION RENOVATION - PHASE TWO REBID**

	RECEIVED FROM:		AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTIO
1	Northeastern Const.	Base Bid	106,000.00		✓	✓	✓
2		Alt #1	20,000.00				
3		Alt #2	9,000.00				
4							
5							
6							
7							
8							
9							
10							
11							
12							

	COMPANY REPRESENTATIVE	COMPANY NAME
1	Phillip A. Mares	City of Las Vegas
2	April Gonzales	CLV Fire
3	Chris Cavazos	CLV PW
4	Kevin Balgiar	Soleil West
5	Herman Jr	CLV
6	Sean Medrano	Northeastern Const.
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE: 10-9-14

COPIES TAKEN BY:

DATE: 10-9-14

OPENED BY: FINANCE DEPARTMENT

DATE: 10-9-14

RECEIVED
OCT 9 2014
CITY OF LAS VEGAS
PURCHASING DEPT.
Copy
2:03pm

BIDDER INFORMATION

BIDDER: Northeastern Construction

AUTHORIZED AGENT: Sean Medrano

ADDRESS: 925 Mills Avenue Las Vegas NM 87701

TELEPHONE NUMBER (505) 454-8143

FAX NUMBER (505) 454-1272

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATIN NO.: 95C23

NEW MEXICO CONTRACTORS LICENSE NO.: 361002

BID ITEM (S): E. Romero Fire Station Renovation-Phase Two Rebid

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel }

I Sean Medrano 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 9 day of October, 2014.

(SEAL)

OFFICIAL SEAL
Jennifer Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-21-17

Notary Public Signature
My Commission Expires: 9/21/17

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Do not include gross receipts tax in the bid amounts. Bids may be obtained through: Soleil West, 2625 Pennsylvania NE, Suite 600, Albuquerque, NM 87110.

A. Base Bid Amount:	$ ~~102,000.00~~ 106,000
B. Add Alternate No. 1 Operable Glass Wall	$ 20,000.00
C. Add Alternate No. 2 Overhead Door	$ 9,000.00
D.	$
E.	$
F.	$
G.	$
F.	$
G.	$
H.	$
I.	$
J.	$
K.	$
L.	$
N.	$
O.	$
P.	$
Q.	$
R.	$
S.	$

Acknowledged: Addendum #1, dated 3/5/2014
Addendum #2, dated 10/4/2014

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ 10/9/2014
Signature Date

Sean Medrano, owner
Title (Position)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we NORTHEASTERN CONSTRUCTION
925 Mills Ave., Las Vegas, New Mexico 87701

as Principal, hereinafter called the Principal, and WESTCHESTER FIRE INSURANCE COMPANY
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107

a corporation duly organized under the laws of the State of Pennsylvania
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF LAS VEGAS
1700 N. Grand Avenue, Las Vegas, New Mexico 87701

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%) OF THE AMOUNT BID----

Dollars ($ ~~10%,00000~~), / 106,000

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

E. ROMERO FIRE STATION RENOVATION-PHASE TWO REBID

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9TH day of OCTOBER 2014

(Witness)

NORTHEASTERN CONSTRUCTION
(Principal) (Seal)

Owner
(Title)

(Witness)

WESTCHESTER FIRE INSURANCE COMPANY
(Surety) (Seal)

DEAN E. VIGIL (Title) ATTORNEY-IN-FACT

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Bartley Hoyt Kinney, III, Carl Samuel Conlee, III, Dean E Vigil, Linda D Dooley, Robert B Lilley, Robert L Brooks, Stuart E Kuyper, all of the City of ALBUQUERQUE, New Mexico, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One million Two hundred Fifty thousand dollars & zero cents ($1,250,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of September 2014.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of September, AD 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of October 2014

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 23, 2016.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8805
PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

DOCUMENT 00400: LIST OF SUBCONTRACTORS

Project Name: E Romero Fire Station Renovation

General Contractor: Northeastern Construction
Date: October 9, 2014

The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my proposal is accepted. "General Contractor" is inserted over all headings for which no subcontract will be let. "None" is inserted under items which are not applicable. This is a requirement of the New Mexico Procurement Act along with the Subcontractors Fair Practices Act. Failure to list all subcontractors by name and location of place of business will automatically label the Bid Proposal non-responsive and the disqualification of Bid.

1. **Do not** list material suppliers
2. With failure to list a subcontractor, the general contractor represents that he is fully qualified to perform that portion of the work.
3. By entering "no bids received" on this document, the general contractor represents that he is fully qualified to perform that portion of the work.
4. List only one subcontractor per subcontract. List subcontractors for base bid only.
5. The listing threshold for this project is $5,000.

Subcontract Item	Installer Name Address
DEMOLITION name address	GC
CONCRETE REINFORCEMENT name address	GC
CONCRETE name address	GC
MASONRY name address	GC
ROUGH CARPENTRY name address	GC
FINISH CARPENTRY name address	GC

INSULATION
name
address GC

SEALANTS
name
address GC

HOLLOW METAL DOORS & FRAMES
name
address GC

WOOD DOORS
name
address GC

DOOR HARDWARE
name
address GC

FOLDING DOOR
name
address GC

GLAZING
name
address GC

LATH & PLASTER
name
address GC

GYPSUM BOARD
name
address GC

RESILIENT TILE FLOORS
name
address GC

PAINTING
name
address GC

TOILET ACCESSORIES
name
address GC

CASEWORK
name
address GC

PLUMBING
name
address JCG Plumbing & Heating
Las Vegas, NM

SHEET METAL
name
address JCG Plumbing & Heating
Las Vegas, NM

MECHANICAL CONTRACTOR
name
address JCG Plumbing & Heating
Las Vegas, NM

ELECTRICAL CONTRACTOR
name
address Crosshair Electric
Las Vegas, NM

END OF SECTION

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2014

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

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

PRODUCER JoAnn Alcon-Ortiz c/o FBL Financial Group Inc. 2501 Church Street Las Vegas NM 87701	CONTACT NAME: JoAnn Alcon-Ortiz PHONE (A/C, No, Ext): (505) 425-5404 FAX (A/C, No): E-MAIL ADDRESS:
INSURED MEDRANO, SEAN DBA NORTH EASTERN CONSTRUCTION 925 MILLS AVE LAS VEGAS, NM 877014047	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Farm Bureau Property & Casualty Insurance Company — 13773 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☐	☐	CPP6022939	01/18/2014	01/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A ☐ If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

Spectrum Field Services Inc
220 E Morris Ave Ste 400
Salt Lake City, UT 84115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATION No. SPD 95C23 DATE ISSUED 04/20/10

NORTHEASTERN CONSTRUCTION

IS HEREBY CERTIFIED
by the

Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 66: Laws of 1984; and per ***Resident Contractor Certification Questionnaire*** filed in the State Purchasing Agent's office.

State Purchasing Agent

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:11-5-14 **DEPT: Executive** **MEETING DATE: 11-12-14**

ITEM/TOPIC: Contract with the Las Vegas/San Miguel Chamber of Commerce, Inc..

BACKGROUND/RATIONALE: The Chamber of Commerce is a non-profit organization whose purpose is to assist the business community. After review of community needs, and recent frank discussions between Chamber Board members, Mayor and the City Manager as to the value and necessity of a Chamber of Commerce in Las Vegas, a decision was made to recommend a contract for services. The intent of the contract is to the re-establish the Chamber's base mission which is to provide direct services to the business community.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ,
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-12

Contract #_____

CONTRACT

This Contract is made and entered into this _____ day of _____, 2014 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called (City) and the Las Vegas/San Miguel Chamber of Commerce, Inc., a corporation, hereinafter called ("Chamber" or "Contractor" interchangeably). The term of this contract is December 1, 2014 to June 30, 2015.

WHEREAS, the Contractor has negotiated the terms of the Contract with the City; and

IN CONSIDERATION of the mutual promise and covenants contained herein the City and Contractor agree as follows:

1. PURPOSE

The purpose of this agreement is to assist and support the Las Vegas/San Miguel Chamber of Commerce, the Contractor, in the reestablishment of its' base mission which is to provide business development services to the business community.

2. SCOPE OF WORK

The amount of the contract shall not exceed Thirty Five Thousand and 00/100 Dollars ($35,000.00) to be paid for under the terms and allocations as shown within in this contract and in "Exhibit A."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Contractor agrees to perform and must meet the following conditions:

I. Membership Drive

The Contractor will conduct a membership drive during the term of this Contract and will recruit at least ___ businesses per month based on a fee structure approved by the Contractor's Board of Directors, for a total of _____ members before the end of this contract.

Invoicing and Reporting: The Contractor will present monthly invoices, a report on the number of business recruited and supporting documentation to the City no later than 15 days after the end of the month being reported. Invoices presented after this date will not be accepted.

II. Recognition Events
The Contractor will organize at least two (2) business recognition events monthly such as "Business after Hours" and "Business over Breakfast" and no less than ten (10) during the term of this Contract for the purpose of allowing businesses to bring awareness and share their services with other members and the community.

Invoicing and Reporting:
The Contractor will present monthly invoices, a report on the number of attendees, business recruited and supporting documentation to the City no later than 15 days after the end of the month being reported.

III. Electronic Communication:
The Contractor will develop and distribute a monthly electronic newsletter which can be converted to paper for distribution within the community and communities around the state and clientele connecting with local business or relocating to Las Vegas. Contactor shall distribute weekly "Eblast" communicating useful and valuable information regarding local business events and activities
Invoicing and Reporting: The Contractor will present monthly invoices, a report on the number of electronic communication attempts made and number of successful contacts with feedback to the City no later than 15 days after the end of the month being reported.

IV. Direct Mail/Response to Requests for Information Bulk Mail
The Contractor will respond to requests for community and business related information and relocation information via e-mail, phone, mail, and internet and will refer inquiries to community businesses as appropriate and maintain detailed records of such interactions and referrals.

Invoicing and Reporting: The Contractor will present monthly invoices, to the City no later than 15 days after the end of the month being reported and provide a summary description of mass mailings and business referrals in the monthly written report to the City.

V. Las Vegas Day and Night
The Contractor will assist the City and its institutional partners with the organization, hosting and logistics of Las Vegas Night at the Legislature.

VI. Media Communication
The Contractor will participate in radio programs with local stations promoting local businesses and their activities at least __2__ times per month. The Contractor will also utilize social media and traditional media such as local newspaper or regional newspapers as venues to inform the community about business happenings. The Contractor will submit press releases on business related activities and events, and will write and submit articles on a regular basis regarding these events to the media.

Invoicing and Reporting: The Contractor will present monthly invoices, a report on its Radio Communication, social and traditional media activities and supporting documentation to the City no later than 15 days after the end of the month being reported.

VII. Retail Marketing Initiative

During the term of this Contract, the Contractor will coordinate and produce a discount coupon booklet/or develop an electronic discount program for distribution to area college students and conference/special event attendees.

Invoicing and Reporting: The Contractor will submit the completed discount booklet or a description of the electronic discount program including supporting documentation with the monthly report, associated with the request for reimbursement. The report will include distribution location(s) and a count of distribution. Comments (qualitative data) from local merchants regarding the program are to be included in the report to the City.

VIII. Website Maintenance, Upgrade and Marketing:

The Contractor will maintain a businesses and community oriented website in an effort to generate business referrals, business opportunities, and entrepreneurship in and around the Las Vegas/San Miguel County Area. Website should include methods for capturing contact information and maintaining an ongoing relationship with its virtual contacts. All content and photos on the website should remain relevant to businesses and membership.

Invoicing and Deliverables: The Contractor will present monthly invoices, and will provide in the monthly report to the City the number of "hits" received by the website and conversion rates including trends in number of website visits and any related information and updates to the website, and supporting documentation to the City no later than 15 days after the end of the month being reported.

IX. OTHER

A. The Contractor agrees to remove the billboard on north Grand Avenue that promotes Chamber of Commerce Visitor Center and which directly competes with the City's Visitor Center at the Railroad Depot.

B. The Contractor agrees to either collaborate or coordinate with individuals and/or organizations to the effect that there will be only one Visitor Guide for the community.

C. The Contractor is to be involved in the promotion of all aspects of the community to include social, military, ethnic, religious, and fraternal organizations.

TERM: The term of this Contract is from December 1, 2014 to June 30, 2015.

CONSIDERATION: In consideration for services rendered, the City agrees to pay the Contractor $35,000 for the above services per Exhibit A, herewith attached.

Payments and performance obligations for the fiscal periods shall be subject to the availability and appropriation of funds.

REPORTS TO CITY/DISBURSEMENTS: During the term of this Contract, Contractor shall make a presentation on the status of the Contract City of Las Vegas City Council during the months of January 2015; March 2015 and June 2015.

Invoices shall be submitted by Contractor on a monthly basis and in accordance with the Invoicing and Reporting section of each item. Reports must include signature of a review and approval by at least one (1) officer of the Contractor's Board and the signature of submittal by the Executive Director.

Disbursements shall be made within 30 days by the City to the Contractor, after review and approval of expenditures by the City.

INSURANCE: Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor.

DISCLOSURE TO THE CITY: At such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract, and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

NO FINANCIAL INTEREST: No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct, personal financial interest in this Contract, unless said interest is directly related to the private business of the officer and is disclosed for the record.

PREJUDICE: No person, on account of race, color, religion, national origin shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

POLITICAL ACTIVITY: None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

ASSIGNMENT: The Contractor shall not assign any interest in this Contract excluding payments for services by the Contractor as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

SUBJECT TO LAWS: The Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

NO FURTHER LIABILITY: The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

JURISDICTION: It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

TERMINATION: The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

ENTIRE CONTRACT: This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

AMENDMENT: This Contract will not be altered, changed or amended except by a written document signed by the parties to this contract.

AUTHORITY TO BIND THE CITY: The Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's Governing Body or by the City Manager acting upon authority granted by the City's Governing Body.

INDEMNIFICATION: Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

NOTICES: Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

BRIBERY AND KICKBACKS: As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be Executed this day and year first above written:

CITY OF LAS VEGAS:

_____

Alfonso E. Ortiz, Jr., Mayor

CHAIRMAN LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE:

_____

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO
LEGAL SUFFICIENCY ONLY:

_____
Dave Romero Jr., City Attorney

Exhibit A
TO **CONTRACT**
Dated Month XX, 2014 by and between the City of Las Vegas and the Las Vegas San Miguel Chamber of Commerce

The Contractor will present monthly invoices along with written reports as required in all areas of its scope of work and supporting documentation to the City no later than 15 days after the end of the month being reported. Invoices presented after this date will not be accepted, except under the condition that a written request and explanation for the invoice/report tardiness is submitted by the Chairman of the board of directors. Payments under this contract based on the following invoice/reporting schedule:

December 1, 2014	$5,000.00
December 31, 2014	$4,500.00
January 31, 2015	$4,500.00
February 28, 2015	$4,500.00
March 31, 2015	$4,500.00
April 30, 2015	$4,500.00
May 31, 2015	$4,500.00
June 30, 2015	$3,000.00

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11-4-14 DEPT: Community Development MEETING DATE: 11-12-14

DISCUSSION ITEM/TOPIC: Selection of Legislative Priorities.

BACKGROUND/RATIONALE: Council is asked to Rank Legislative Priorities from the City's top sixteen (16) projects from its ICIP, then select projects(s) for submittal for Legislative Funding.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ,
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-12

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

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REVIEWED AND APPROVED BY:

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Approved to form 9-25-12

INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN
FY 2016-2020

RANKING	PROJECT TITLE	DESCRIPTION	2016 COST	MAYOR ORTIZ	COUNCILOR GARCIA-ORTEGA	COUNCILOR HOWELL	COUNCILOR HERRERA	COUNCILOR ROMERO	TOTAL
	BRADNER DAM EXPANSION	Increase Storage Capacity of Bradner Dam from 300 acre feet to 2000 acre feet. The existing dam will be raised from 68 feet to approximately 150 feet high.	$26,954,170.00						
	RECREATION COMMUNITY CENTER EMERGENCY REPAIRS	The Recreation swimming pool roof is in critical need of repair/replacement. Severe moisture build up and corrosion is currently creating an unsafe environment. This project includes reair/replacement of HVAC / AC System.	$3,304,630.39						
	PETERSON DAM REHABILITAION	Control seepage through the dam section, control seepage through the dam abutments and foundation, mitigate or control reservoir seepage along the north reservoir rim, minimizing downstream foundation erosion during potential dam overtopping during floods up to and including the spillway design and rehabilitate or replacement of outlet works.	$2,155,000.00						
	WATER TREATMENT PLANT OXIDATION	Plan, Design water treatment plant oxidation using either Oxidation using ozone (O3) Installation of O3 Generator preceded by a pure oxygen generator and followed by a venturinozzle injection/mix system, installation of new oxidation building to have ozone generator Oxidation using UltraViolet Radiation and Hydrogen Peroxide (UV + H2O2), installation of an enclosed vessel ultraviolet reactor preceded by injection of hydrogen peroxide and a mechanical flash mixer, installation of outdoor H2O2 solution storage tank.	$3,253,149.00						
	RAW WATER CONVEYANCE SYSTEM IMPROVEMENTS	Plan, design and replacement of pipe between the diversion structure and both Peterson and Bradner reservoirs and re-configuration and re-construction of Pre-Sedimentation Basin and other minor system facilities.	$2,420,000.00						
	GROUNDWATER TREATMENT AND PRODUCTION	Plan, design and install three replacement wells for existing TW-2, TW-5 and TW-6 to increase production from the Taylor Well Fields, connection of replacement wells to a new 500,000 gallon ground water storage tank located adjacent to TW-4 near the south end of the well field and installation of a new 12-inch conveyance line to transmit ground water from the ground water storage tank to the Valencia Tank at the east side of the Creston. Distribute blended water from the Valencia Tank through the existing water system.	$4,551,271.00						
	FAMILY FUN CENTER	Plan, design, and construct a Family Fun Center in Downtown Las Vegas to include a Sports Bar, 16 lane bowling alley, put-put center, family arcade and a six set movie theatre.	$600,000.00						
	WATER TREATMENT PLANT BUILDING REPAIRS	Plan and design to stabilize foundation and repair cracked masonry walls in Filter Building, repair leaking roof on Filter Building, improve sludge withdraw from West sludge lagoon, add sunroof over outdoor aluminum sulfate storage tank.	$78,020.00						
	EFFLUENT REUSE SYSTEM	Plan, design and expansion of effluent reuse lines north of Cinder Road to Luna Reservoirs and east on Legion Drive to North Grand Avenue. Construction of a 100,000 gallon effluent storage tank, construction of a booster pump building, installation of effluent transmission lines for gravity irrigation and rehabilitation of old PNM Reservoirs at Camp Luna for added storage. This will allow the City to irrigate via gravity, athletic playing fields, city parks and landscaping. We will also be able to irrigate Luna Community College, New Mexico Behavioral Health Institue and all areas on the eastern corridor of Legion Drive to Grand Avenue.	$1,406,498.00						
	PLAZA-BRIDGE ST. RECONSTRUCTION	Repair and renovate road from Bridge Street, starting on 12th Street and going west to include Plaza Park Area.	$1,620,000.00						
	CARNEGIE LIBRARY RENOVATIONS	Plan and designs for the renovation and upgrade of the Carnegie Library for the improvement of access, to meet safety standards and improve public service and work environments.	$1,085,000.00						
	FIRE AND POLICE EQUIPMENT	Acquisition of fire and police equipment to include, but not limited to bullet proof vests, communication upgrades, SCVA fill station (breathing air-fill station), completely outfitted police cars and a crime scene van.	$1,000,000.00						
	E. ROMERO FIRE AND HOSE BUILDING	E. Romero Fire and Hose Building Renovation, space planning and new construction. The City of Las Vegas replaced the roof to protect the building from further damage. The project will repair existing areas of damage of this historical landmark to include interior damage and exterior upgrades. Project would also incorporate renovating the building into a museum dedicated to Las Vegas Fire Fighters.	$500,000.00						
	RIVER WALK IMPROVEMENTS	Planning and improvements to the Riverwalk Trail from Prince Street to Mills Avenue, to include lighting, paving, landscaping, directional signs, benches and tables; develop pocket parks including parking, fences and barriers; drainage and erosion; pedestrian crossings on Prince Street, Bridge Street and Mills Avenue; River ecology and landscaping.	$1,000,000.00						
	DEE BIBB INDUSTRIAL PARK INFRASTRUCTURE IMPROVEMENTS	Plan, design and construction of Infrastructure at Dee Bibb Industrial Park, to include sidewalks, road, etc.	$1,500,000.00						

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Resolution No. 14-66 borrowing loan funding from the Waste Water Replacement Reserve Fund.

BACKGROUND/RATIONALE: The City of Las Vegas Waste Water division would like to borrow money from the Replacement Reserve Fund set up through the Clean Water State Revolving Loan Fund in accordance with the attached resolution. This loan would have to be fully replenished by the City by terms of the attached resolution.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-12

CITY OF LAS VEGAS
RESOLUTION NO. 14-66

A RESOLUTION OF THE CITY OF LAS VEGAS, SETTING FORTH THE PROCESS FOR EXPENDING AND REPLENISHING OF WASTEWATER RESERVE FUNDS.

WHEREAS, the City of Las Vegas has established a Waste Water Replacement Reserve Fund (611) equal to five percent (5%) of the Principal amount loaned and the amount of the loan subsidy granted in the amount of $819,856.

WHEREAS, Waste Water Replacement Reserve Fund (611) cash balance is $924,229.44 and funds are to be used for replacement of parts to ensure the wastewater equipment remains fully operational during the terms of the Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Wastewater Division is unable to adequately perform routine and emergency maintenance on the facilities funded under Loan Agreement #1438042 and Loan Agreement #CWSRF 004 unless they are allowed to budget the funds.

WHEREAS, in addition to the Waste Water Reserve Fund, the City of Las Vegas has also established a Waste Water Reserve Fund (612) equal to one year of debt service payments ($923,024), which has accumulated $778,350). Funds are to be held in reserve for the term of Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, excess cash in the Wastewater Fund (610 and 618) along with excess cash in the Waste Water Replacement Fund (611) will be moved to the Wastewater Reserve fund (612) so that Fund 612 reflected the specified cash balances.

WHEREAS, the City of Las Vegas Waste Water Division is proposing budgeting 50% of the Waste Water Replacement Reserve funds for the intended use (emergency and routine acquisition and installation of replacement of parts for the infrastructure improvements funded by Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Waste Water Replacement Reserve Account will be replenish as soon as possible by depositing no less than one-sixth annual increments of the amount expended until the fully replenished; and

WHEREAS, so long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City will continue to fund the Replacement Reserve Account and identify this in the Annual Audit.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Las Vegas hereby approves the intended budgeting and expenditure of funds from the Waste Water Replacement Reserve Fund as stated above.

NOW THERFORE, BE IT FURTHER RESOLVED; The Governing Body of the City of Las Vegas directs staff to transfer the appropriate cash into the Wastewater Reserve Fund (612) from excess cash balances in other Wastewater Funds.

NOW THERFORE, BE IT FURTHER RESOLVED; that repair and maintenance expenditures in excess of $50,000 shall require approval from the Governing Body prior to encumbrance.

CITY OF LAS VEGAS

_____
Mayor Alfonso E. Ortiz, Jr.

(Seal)

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero Jr., City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Award Bid 2015-10 – Solid Waste tipping fees for Municipal Solid Waste (MSW) per ton.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste division went out for competitive sealed bids for tipping fees for municipal solid waste. There were a total of 3 bids received; 1 from GGH Wagon Mound and 2 from Estancia Valley Solid Waste Authority. Although GGH Wagon Mound was the low bid, the Solid Waste Division would like to award to both companies to be able to have Estancia Valley Solid Waste Authority as an alternate.

Advertised:	10/10/14; Las Vegas Optic, Albuquerque Journal and City Website.		
Bid Opening:	October 28, 2014		
Number of Bidders:	2; GGH Wagon Mound, Estancia Valley Solid Waste Authority (2)		
Lowest Bid:	GGH Wagon Mound		
	Residential Waste	*Ton*	$25.43
	Commercial Waste	*Ton*	$25.43
	Construction & Demolition	*Ton*	$25.43
	Tires	*Ton*	$25.42
Funding Source:	630-0000-610-7211		

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-12

Bid Tabulation for Solid Waste Tipping Fees

GGH Wagon Mound				
Misc. Tipping Fees	**Qty**	Amount	Tax (if applicable)	Total
Residential Waste	*Ton*	$25.43	No Tax	N/A
Commercial Waste	*Ton*	$25.43	No Tax	N/A
Construction & Demolition	*Ton*	$25.43	No Tax	N/A
Tires	*Ton*	$25.42	No Tax	N/A

Estancia Valley Solid Waste Authority				
Misc. Tipping Fees	**Qty**	Amount	Tax (if applicable)	Total
Residential Waste	*Ton*	$31.00	No Tax	N/A
Commercial Waste	*Ton*	$31.00	No Tax	N/A
Construction & Demolition	*Ton*	$25.00	No Tax	N/A
Cut Tires	*Ton*	$47.00	No Tax	N/A
Tires for Recycling	*Ton*	$300.00	No Tax	N/A
Clean Fill	*Ton*	$10.00	No Tax	N/A
Special Waste	*Ton*	$36.00	No Tax	N/A

Estancia Valley Solid Waste Authority				
Misc. Tipping Fees	**Qty**	Amount	Tax (if applicable)	Total
Residential Waste	*Ton*	$47.00	No Tax	N/A
Commercial Waste	*Ton*	$47.00	No Tax	N/A
Construction & Demolition	*Ton*	$25.00	No Tax	N/A
Cut Tires	*Ton*	$47.00	No Tax	N/A
Tires for Recycling	*Ton*	$300.00	No Tax	N/A
Clean Fill	*Ton*	$10.00	No Tax	N/A
Special Waste	*Ton*	$54.00	No Tax	N/A
Commercially Compacted MSW	*Ton*	$37.00	No Tax	N/A
Septage	*Ton*	$7.00	No Tax	N/A

PROPOSAL/BID OPENING

DATE: 28-Oct-2014

TIME: 2:00 PM

OPENING NO.: **2015-10**

DEPARTMENT: UTILITIES - SOLID WASTE

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

ITEM(S): **SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON**

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN DISC FORM
1	G G H Waganmaundlll				✓	✓
	SEE ATTACHED BID SHEET					
2	Estancia Valley SWA				✓	✓
3	Estancia Valley SWA				✓	✓
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	George Zanter	G G H - WM
2	Darlene Arguello	City of Las Vegas
3	June Zayas-Cordova	
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE:

Copies taken by: Darlene Arguello
10.28.14

OPENED BY: FINANCE DEPARTMENT

June Zayas-Cordova

DATE: 10-28-14

BID TABULATION SHEET - SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON
October 28, 2014 @ 2:00pm
SOLID WASTE DEPT

	CONTRACTOR	BID AMOUNT		BIDDER INFO W/AFFIDAVIT NOTARIZED	CAMPAIGN DISCLOSURE FORM
1	GGH Wagonmound LLC	A. RESIDENTIAL WASTE	25.43	✓	✓
		B. COMMERCIAL WASTE	25.43		
		C. CONSTRUCTION & DEMOLITION	25.43		
		D. TIRES	25.42		
		E. OTHER FEES/COSTS			
		TOTAL			
2	Estancia Valley SWA	A. RESIDENTIAL WASTE	47.00	✓	✓
		B. COMMERCIAL WASTE	47.00		
		C. CONSTRUCTION & DEMOLITION	25.00		
		D. TIRES			
		E. OTHER FEES/COSTS			
		TOTAL			
3	Estancia Valley SWA	A. RESIDENTIAL WASTE	31.00	✓	✓
		B. COMMERCIAL WASTE	31.00		
		C. CONSTRUCTION & DEMOLITION	25.00		
		D. TIRES	47.00		
		E. OTHER FEES/COSTS			
		TOTAL			
4		A. RESIDENTIAL WASTE			
		B. COMMERCIAL WASTE			
		C. CONSTRUCTION & DEMOLITION			
		D. TIRES			
		E. OTHER FEES/COSTS			
		TOTAL			

RECORDED BY: FINANCE DEPARTMENT

DATE: 10-28-14

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 28, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **"Solid Waste Tipping Fees for Municipal Solid Waste (MSW)"**, Opening No. 2015-10 ; 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

CITY MANAGER

CITY CLERK

FINANCE DIRECTOR

PURCHASING OFFICER

Opening No. 2015-10

Date Issued: 10-7-14

Date Issued: Published: Las Vegas Optic October 10 , 2014
Albuquerque Journal October 10 , 2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before October 28, 20 14 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 November , 20 14 . 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 (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 or 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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years, with the annual approval of Addendum by City Manager.

Sixty (60) days prior to the end of each year of the agreement, the City may, without stating cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Manager for renewal on a year to year basis for a maximum of four (4) years.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____}
}
COUNTY OF _____}

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

_____
Signature

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

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
**PLEASE SEE NOTE ON PAGE 5 OF RFB*

A.	Residential Waste	$
B.	Commercial Waste	$
C.	Construction & Demolition	$
D.	Tires	$
E.	Other Fees/Costs	$
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 FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

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

_____ _____

Signature Date

_____

Title (Position)

RECEIVED
OCT 28 2014
Copy
CITY OF LAS VEGAS
PURCHASING DEPT.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., ~~October 28, 2014~~, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **"Solid Waste Tipping Fees for Municipal Solid Waste (MSW)"**, Opening No. 2015-10 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

CITY MANAGER

CITY CLERK

FINANCE DIRECTOR

PURCHASING OFFICER

Opening No. 2015-10

Date Issued: 10-7-14

Date Issued: Published:

Las Vegas Optic October 10 , 2014
Albuquerque Journal October 10 , 2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before October 28, 20 14 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 November , 20 14 . 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 (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: 46-0928493

SOCIAL SECURITY NUMBER: N/A

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): 03-261060-00-2

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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years, with the annual approval of Addendum by City Manager.

Sixty (60) days prior to the end of each year of the agreement, the City may, without stating cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Manager for renewal on a year to year basis for a maximum of four (4) years.

By Submission of this Bid Proposal in response to the RFB, GGH Wagon Mound ("GGH") does not waive any of its rights under the Existing disposal Agreement dated Nov. 1, 2013 ("the "Contract") and does hereby expressly preserve any and all rights GGH has under such Contract

BIDDER INFORMATION

BIDDER: GGH Wagon Mound, LLC

AUTHORIZED AGENT: Ernest Kaufmann

ADDRESS: 134 Riverstone Terrace Suite 203 Canton GA 30114

TELEPHONE NUMBER (770) 720-2717

FAX NUMBER (770) 720-2747

DELIVERY: Hand delivered

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

City of Las Vegas Business License # 002907

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Georgia }

COUNTY OF Cherokee }

I Ernest Kaufmann, 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 24th day of October, 2014.

(SEAL)

JOY HAMMONDS NOTARY PUBLIC CHEROKEE CO., GEORGIA MY COMMISSION EXPIRES JAN. 8 2017

Notary Public Signature

My Commission Expires: JAN 8, 2017

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
**PLEASE SEE NOTE ON PAGE 5 OF RFB*

A.	Residential Waste	$ 25.43
B.	Commercial Waste	$ 25.43
C.	Construction & Demolition	$ 25.43
D.	Tires	$ 25.42
E.	Other Fees/Costs	$
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 FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

Ernest Kaufman 10-24-14
Signature Date

President
Title (Position)

RECEIVED
OCT 28 2014
2:11pm

BIDDER INFORMATION

BIDDER: Estancia Valley Solid Waste Authority

AUTHORIZED AGENT: Joseph Ellis, Manager

ADDRESS: EVSWA, P.O. Box 736, Estancia, New Mexico 87016

TELEPHONE NUMBER (505) 384-4270; 705-5104 cell

FAX NUMBER (505) 384-3062

DELIVERY: 515 Allen Street, Estancia, New Mexico 87016

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Torrance }

I Joseph Ellis , 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.

Joseph Ellis
Signature

Subscribed and sworn to before me, this 21st day of October 20 14.

(SEAL)

Anna Rose Lujan
Notary Public Signature
My Commission Expires: 7/7/2017

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
**PLEASE SEE NOTE ON PAGE 5 OF RFB*

A.	Residential Waste	$ $47
B.	Commercial Waste	$ $47
C.	Construction & Demolition	$ $25
D.	Tires	$
E.	Other Fees/Costs	$
F.	Cut tires	$ $47
G.	Tires for recycling	$ $300
F.	Clean Fill	$ $10
G.	Special Waste	$ $54
H.	Commercially compacted MSW	$ $37
I.	Septage	$ $7
J.		$
K.		$
L.		$
M.		$
N.		$
O.		$
P.		$
Q.		$
R.		$
S.		$
	TOTAL	$ N/A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

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

Joseph Ell. October 21, 2014

Signature Date

Joseph Ellis, Manager

Title (Position)

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0436159

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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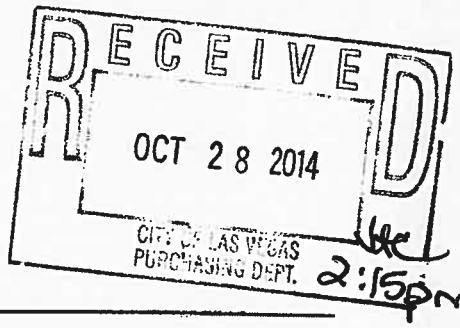
NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-296437-00-1



BIDDER INFORMATION

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AUTHORIZED AGENT: Joseph Ellis, Manager

ADDRESS: EVSWA, P.O. Box 736, Estancia, New Mexico 87016

TELEPHONE NUMBER (505) 384-4270; 705-5104 cell

FAX NUMBER (505) 384-3062

DELIVERY: 515 Allen Street, Estancia, New Mexico 87016

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Torrance }

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Joseph Ellis
Signature

Subscribed and sworn to before me, this 21st day of October, 2014.

(SEAL)

Dorothea Lujan
Notary Public Signature
My Commission Expires: 7/7/2017

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
**PLEASE SEE NOTE ON PAGE 5 OF RFB*

The following listed rates are for member entities of the Estancia Valley Solid Waste Authority:

A.	Residential Waste	$ $31
B.	Commercial Waste	$ $31
C.	Construction & Demolition	$ $25
D.	Tires	$
E.	Other Fees/Costs	$
F.	Cut Tires	$ $47
G.	Tires for Recycling	$ 300
F.	Clean Fill	$ 10
G.	Special Waste	$ 36
H.		$
I.		$
J.		$
K.		$
L.		$
M.		$
N.		$
O.		$
P.		$
Q.		$
R.		$
S.		$
	TOTAL	$ N/A

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.

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

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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.

Joseph Ellis _____ October 21, 2014
Signature Date

Joseph Ellis, Manager
Title (Position)

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0436159

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-296437-00-1

RECEIVED
3 0 2013
CITY ATTORNEY

SOLID WASTE DISPOSAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS

AND

GGH WAGON MOUND, LLC
and NORTH EASTERN NEW MEXICO REGIONAL LANDFILL, LLC

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 _____, 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, Contractor 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, breakage: 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 with.in 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 Wasted 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 nonputrescible 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 tern "Solid Waste" as used herein does not include" Hazardous Waste; designated waste 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 Contractor 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 01' 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 Eastern New Mexico Regional Landfill. All Solid Waste shall be handled in compliance with the landfill permit and New Mexico Environment Department regulations. Contractor shall see that any landfill at which Solid Waste is disposed of shall maintain and provide upon request records of deliveries made on behalf of CITY including, but not limited to, date, time of day, vehicle identification and weight or volume.

3.2 Alternate Disposal Sites. CITY reserves the right to dispose of solid waste at other permitted landfill whenever necessary due to NENMRL being unavailable due to weather conditions or closure due to holidays.

4. **Collection Exclusions.**

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's 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; Billing.**

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 as the same may be adjusted in accordance with this Section.

6.3 CPI Adjustment. Commencing on the date which is one (1) year after the Effective Date, and on the same date annually thereafter(the "Adjustment Date"), the rates set forth in the Service Rate Schedule. as adjusted hereunder. shall be automatically adjusted by a percentage equal to the annual percent change in the Consumer Price Index CCPI") for all Urban Consumers -All Items (1982-84=100) as published by the Bureau of Labor Statistics for the 12month period ending nearest, but at least ninety (90) days prior to, the Adjustment Date. At least sixty (60) days prior to the adjustment Date, Contractor shall notify CITY of the CPI adjustment to take effect on the Adjustment Date and shall provide CITY with its computations therefore.

6.4 In addition to the annual rate adjustment provided by Section 7.2, Contractor inay from time to time request and adjustment to the Service Rate Schedule to recover extraordinary increases in the cost of operations that are not within the reasonable control of Contractor. Such extraordinary increases may include, but are not limited to;

(a) changes in Contractor's operations resulting from a Force Majeure event;
(b) any change in any applicable law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement hereunder;
(c) changes in disposal methods or sites mandated by any political body that may now or in the future have legal jurisdiction;
(d) any extraordinary increase (ten percent [10%] or more average increase from one calendar quarter to the next) in fuel costs; or
(e) any increases in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste ("Taxes").

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, if the request is based upon (e) above, 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. Following any adverse determination by CITY with respect to An increase in service rates for any of the reasons stated in this Section 7.3, Contractor may submit the matter to mediation and/or arbitrations as provided in Section 13.

6.5 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 agree 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 ten (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 7. Any such inspection shall be at the expense of the CITY. Contractor shall maintain billing 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 the 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 non-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. If no such notice of termination is given, then the contract shall be renewed with yearly addendums.

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 requirement 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 Contractor'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 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 contract 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 contract shall be reinstated and once again binding upon the parties.

10. Indemnity

10.1 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless 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 tor 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 no obligation to indemnify or defend hereunder unless the Indemnities provide written notice to Contractor of the occurrence of 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 the Section 11. Before pursuing recovery under this indemnity, the Indemnities shall exhaust all recovery available for such claim from 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 this Agreement waive or relinquish any subrogation or contribution rights that the parties of 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 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.

12. **Dispute Resolution; Attorneys' Fees.**

In the event of a dispute arising under this Agreement, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute privately in a cooperative manner. If the Parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Agreement or under civil of common law, the parties may agree to mediation and/or arbitration pursuant to the terms of this Section. Within fifteen (15) days after agreement to mediation or arbitration has been reached, the Parties shall agree upon a single arbitrator selected from a panel of persons qualified by the American Arbitration Association (or other agreed upon local alternative dispute resolution organization) or, in case of a disagreement, the arbitrator shall be appointed from such panel by the chief executive officer of the arbitration entity agreed upon by the Parties. During such time that the arbitrator is being selected or appointed, the Parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner. The arbitrator shall apply applicable provisions of New Mexico law in reaching his or her determination. It the parties mediate the dispute and fail to reach a mutually acceptable resolution via mediation, either Party shall have the right to require the dispute to be resolved by binding arbitration; in which event, the determination by the arbitrator shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Contractor and CITY shall use their best efforts to conclude all mediation or arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such proceedings. Any arbitration determination granting an increase in fees or rates shall include any adjustment necessary to compensate Contractor for all increased costs absorbed from the date the original rate adjustment request was made and may include an award of interest at the statutory rate until the date the increase becomes effective. The arbitrator shall have the authority, but shall not be required, to award to the prevailing Party in the arbitration proceedings reasonable attorneys; fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings *provided, however,* the costs of the arbitrator shall be shared equally by the Parties. In the event of any litigation to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs from the losing Part, at trial and on appeal.

13. **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.

14. **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 Contractor shall remain responsible at all times for the performance of any subcontractor selected by Contractor and for all services rendered under this Agreement.

15. **Change 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 this Agreement, such provisions of this Agreement shall be modified or suspended as many 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 regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the Contractor's ability to perform under this Agreement, then the Contractor may notify the CITY in writing of this condition and may terminate this Agreement upon providing at least sixty (60) days' advance written notice of termination to the CITY. Nothing in this Agreement shall prohibit Contractor from obtaining or seeking to obtain modification, reversal or repeal of such law, ruling or regulation or restrict Contractor's right to legally contest the validity of such law, ruling or regulation. Contractor shall not be considered in breach of this Agreement during such time as Contractor is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

16. **Independent Contractor.**

Contractor is an independent contractor and shall not be deemed an employee of the CITY.

17. **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 this Agreement or the intent of any provision of it.

18. **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.

19. **Waiver.**

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

20. **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.

21. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

22. **Amendment.**

This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the Parties hereto.

23. **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.

24. **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: President

Date: 9-23-13

ATTEST:

_____

NORTHEASTERN NEW MEXICO REGIONAL LANDFILL, LLC

By: Arlene Daniels

Its: President

Date: 9-25-13

ATTEST:

C. Chavez

EXHIBIT A

SCOPE OF SERVICES

North Eastern New Mexico Regional Landfill will be the primary disposal site. Rates charged will be in accordance with those set forth in Exhibit B. The schedule for disposal will be on an "as needed" basis.

The hours of operation on North Eastern New Mexico Regional Landfill are as follows:

Monday through Friday - 7:00 am to 5:00 pm
Saturday- Appointment only
Sunday – Closed

The landfill closes for the following major holidays: New Year's Day, Thanksgiving Day, and Christmas Day. The landfill will maintain and provide records of all deliveries made by the City of Las Vegas, and/or its contractor(s) including, but not limited to: date, time of day, vehicle identification, and weights. North Eastern New Mexico Regional Landfill will invoice the City of Las Vegas on a monthly basis with terms yet to be negotiated.

EXHIBIT B

SERVICE RATE' SCHEDULE

Base Year Rate for Disposal

Municipal Solid Waste	$25.00 per ton

Taxes

-As applicable

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/28/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Purchase of a 50 ton capacity trailer.

BACKGROUND/RATIONALE: The Water Division seeks to purchase a 50 ton capacity low boy trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer is $92,100.00, and has been budgeted for FY2015 under line item number 643-0000-650-8004.

This low boy trailer will be used primarily to haul heavy equipment within the local area for construction, and on the highway for rapid relocation and specialized repairs. This trailer will be used primarily for Utilities Water construction, but it is intended to be available to all departments. This trailer will be listed as an available asset for all City Emergency Action Plans (EAPs).

Most large pieces of equipment (i.e., Fire Engines, Trash Trucks, Excavators, and Loaders) require specialized maintenance to maintain workmanship warranties. Specialized repair is not currently available in the Las Vegas area.

The City does not currently have a trailer large enough to haul large pieces of equipment safely. The City has been contracting out for these hauling services, at cost ranging from $1,200.00 to $5000.00 per round trip to Albuquerque, and based upon available scheduling.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-2012

CITY OF LAS VEGAS
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7338

ALFONSO E. ORTIZ, JR.
Mayor

TO: Ann Marie Gallegos, Finance Director

FROM: _____
Don Cole, Water Systems Manager

THRU: _____
Ken Garcia, Utilities Director

DATE: September 16, 2014

RE: JUSTIFICATION FOR PURCHASE OF EQUIPMENT

Water Division budgeted $175,000.00, for the purchase of water construction equipment for FY2015 under line item number 643-0000-650-8004. As of this date, no purchases have been made under this line item.

The Water Division seeks to purchase a 50 ton capacity trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer with options is FOB $92,100.00. The approved vendor is MCT Industries, Inc., 7451 Pan American Freeway NE, and Albuquerque, NM.

This equipment will be used to haul construction equipment purchased in previous fiscal years (Case Excavator, Caterpillar Loader, 12 ton Dump Truck), within the local area. The ability to haul large equipment organically will allow the City to continue construction projects in a timely fashion, and allow a quicker response during emergency situations.

The trailer will also be used to haul large equipment owned by the City (TerraGator, Trash Trucks, Vactors) to repair facilities outside of Las Vegas. Most of these large pieces of equipment require specialized maintenance to maintain workmanship warranties. Specialized repair is not currently available in the Las Vegas area. The City has been contracting out for these hauling services both within and outside the area.

If you should have any questions or concerns feel free to contact me at 429-6326.

XC: Utilities Director
File
Attachment

TONITA GURULE-GIRON, Councilor, Ward 1 | VINCE HOWELL, Councilor, Ward 2 | JOSEPH "JOEY" HERRERA, Councilor, Ward 3 | DAVID L. ROMERO, Councilor, Ward 4

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: _____

BID REQUIREMENTS — **CHECK APPROPRIATE BOX** — **DATE:**

- ☐ $0 TO $500.00: Purchase under Resolution #07-41; Requires 2 quotes minimum 2.2A.
- ☐ $500.01 TO $5,000.00: Requires three (3) telephoned or written bids; 2.2B.
- ☐ $5,000.01 TO $20,000.00: Requires sending Bid Notices and receiving signed bids within the time specified; 2.2C.
- ☐ $20,000.01 AND OVER: Requires Competitive sealed Bids or Proposals pursuant to Resolution #07-41, 2.2D and the State Procurement Code.

☐ BID NO.: _____ - _____ AWARDED: ____/____/____; CONTRACT NO.: _____.

(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

☒ SPD CONTRACT; 2.2F: SPD NO.: 30-805-13-10089 EXPIRES: 09 / 11 / 2015

☐ EXEMPT PURCHASE; 3.0. Provide Section No. _____.

☐ GSA CONTRACT; 14.0. GSA NO.: _____ - _____ EXPIRES: ____/____/____.

☐ PROFESSIONAL SERVICES; 2.3.

☐ SOLE SOURCE; 4.0: REQUIRES DETERMINATION.

☐ EMERGENCY; 5.0: AND SECTIONS 1.4.1.60 thru 1.4.1.64, NMSA, 2005.

☐ OTHER CITY CONTRACT; 17OC; NO.: _____ EXPIRES: ____/____/____.

☐ CITY OF LAS VEGAS HOUSING AUTHORITY SECTION 33.0; PURCHASES OVER $100,000.

STATEMENT OF NEED: *(Must Complete)*

For hauling heavy equipment (Loader, Excavator, Trash Truck, Terragator)

IN COMPLIANCE WITH THE PROCUREMENT CODE 07-41 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
	MCT Industries	505-345-8651	Jason	

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	1	ea	Trailer, 50T, 3 Axle, LowBoy	80,750.00	80,750.00
2	1	ea	10T Hydraulic winch	3,250.00	3,250.00
3	1	ea	Muncie wet kit	4,550.00	4,550.00
4	1	ea	Aux. gas engine	3,550.00	3,550.00

VENDOR: MCT Industries, Inc. TOTAL: $ 92,100.00

ADDRESS: 7451 Pan American Frwy NE, Albuquerque 87109

NM CRS NO.: FEDERAL TAX NO.:

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET $ _____

EXPENDED TO DATE $ _____

CURRENT EXPENSE $ _____

BALANCE $ _____

SIGNATURE OF PERSON REQUESTING

643-0000 - 650-8004

FUND DEPARTMENT ACTIVITY

APPROVED BY: _____ BUDGET AVAILABLE YES: ____ NO: ____

WHITE COPY: ACCOUNTS PAYABLE YELLOW COPY: PURCHASING PINK COPY: DEPARTMENT

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000046837
MCT Industries, Inc.
7451 Pan American Frwy NE
Albuquerque, NM 87109

Telephone No.: 505-345-8651

Ship To:
New Mexico Department of Transportation
Agency Will Pick Up

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James, Ortega 505-827-5135

Price Agreement Number: 30-805-13-10089

Price Agreement Amendment No.: One

Term: September 12, 2013-September 11, 2015

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Title: **Trailer, 50 Ton, Three Axle, Low Boy**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2014 to September 11, 2015 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 8/11/14

LM/es

GSD/PD (Rev. 5/16/12)

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor
0000046837
MCT Industries, Inc.
7451 Pan American Frwy NE
Albuquerque, NM 87109

Telephone No. (505) 345-8651

Price Agreement Number: 30-805-13-10089

Payment Terms: Net 30

F.O.B.: Destination

Delivery: 150 Days ARO

Ship To:
New Mexico Department of Transportation
Agency will pick up

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Rd.
Santa Fe, NM 87504

Procurement Specialist: Eric Sanchez E.S.

Telephone No.: (505) 827-0554

For questions regarding this contract please contact:
James Ortega (505) 827-5135

Title: **Trailer, 50 Ton, Three Axle, Low-Boy**

Term: **September 12, 2013 thru September 11, 2014**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 09/05/13

AM

AM

D.J.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-805-13-10089

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-805-13-10089

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

The following applies to all items described in this specification:

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Tax Note:
Price shall not include state gross receipts tax or local option tax (es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Provide current literature of applicable model with bid.

All items and equipment listed as standard in manufacturer's literature shall be provided.

Successful vendor shall be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico.

Provide one (1) parts book, one (1) technical manual and one (1) operator's manual with each unit delivered.

Successful vendor shall provide four (4) hours training on the safety, technical, maintenance, service/trouble shooting and proper operational procedures to each ordering district by factory or factory trained personnel. Training shall consist of classroom and hands-on operation. Place and time shall be mutually agreed on by vendor and N.M.D.O.T., training shall be completed within thirty (30) days from date of delivery.

Successful vendor shall provide a complete, additional set of replacement filters to include engine crankcase, fuel, air induction, air compressor and coolant if applicable at time of delivery. Provide a laminated filter replacement list.

Dealer preparation, conditioning and full service is required prior to delivery.

Deliver fob to dealer's place of business within the state of New Mexico.

Method of Award:
To the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The state reserves the right to award to multiple vendors per item, which ever, in his/her judgment, best serves the interest of the state of New Mexico.

Escalation / Reduction Clause:
In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

********** WARRANTIES **********

Minimum warranty of twelve (12) months is required on all parts, components, and labor. Additional warranty repair and other requirements are included in the attached Supplemental Terms and Conditions (Miscellaneous Equipment). Warranty shall apply from the date equipment is accepted and approved by the user agency to meet all specifications as set forth. The bidder assumes responsibility for effecting repairs and/or replacement of all items under warranty.

Scope:
This specification describes a one hundred thousand (100,000) pounds payload capacity, three (3) axle lowboy equipment trailer with detachable neck, ten foot wide. Trailer shall be reinforced for rear booster. Shall be a current, standard production model and have been in production for a minimum of five (5) years.

Payload Capacity:
One hundred thousand (100,000) pounds payload capacity at highway speeds. Built with a 2:1 safety factor engineered into the major structure to cover shock load for on and off road use.

Overall Length:
Fifty three foot.

Frame:
Four (4) beam, sixteen (16) inch x one quarter (1/4) inch thick mf-80 webbing. Half inch (1/2) thick x seven (7) inch smi 120 beam flanges. Minimum. Trailer shall be reinforced for rear single axle booster.

Cross Members:
Twelve (12) inch cross members on twenty-four (24) inch centers with six (6) inch cross members on eight (8) inch centers between for Rumber decking.

Detachable Neck:
Hydraulic system shall be a non-ground bearing hydraulic detachable neck design for hydraulic wet-line operation. Two (2) seven (7) inch x 9.5 inch hydraulic lift cylinders. Eleven (11) foot long gooseneck with eighty four (84) inch minimum swing clearance. Three quarter (3/4) inch x six (6) inch air activated lock manufactured from eighty thousand (80,000) psi steel. Gooseneck flanges shall be half (1/2) inch x eight (8) inch gooseneck flanges constructed from one hundred thousand (100,000) psi yield steel. Minimum of three position neck adjustments manufactures standard.

Hydraulic System:
Wet line (PTO) operation. Provide all valves, hoses, piping, quick disconnect/connect type wet line (PTO) fittings for a complete system. All controls accessible at ground level. All controls labeled as to their function.

Axles:
Three (3) axles. Each axle having a minimum of twenty five thousand (25,000) pounds capacity and fifty (50) inch axle spacing. Oil lubricated hubs with "Stemco" clear caps or approved equal.

Suspension:
Seventy five thousand (75,000) pounds capacity, three (3) axle heavy duty air ride suspension. Rear axle shall have lift capability. Four position ride height. Manual dump valve.

Brakes:
Anti-lock braking system (ABS). Sixteen and one half inch x seven inch full air, s cam type air brakes on two axles. Two axles to be equipped with emergency/parking spring brakes. Air reservoirs with easy access cable pull type drain valves. Automatic slack adjusters. Provide all valves, hoses, piping, and color coded glad hands for a complete system. System to comply with all federal DOT regulations.

Tires:
Twelve (12) 255/70R22.5 load range "H" radial tires.

Wheels:
Twelve (12) 8.25 x 22.5 steel disc wheels "hub-piloted" type to meet or exceed tire capacity. Spare wheel and tire included.

Hubometer:
Manufactures standard.

Deck:
Twenty five foot- nine inches (25' 9") foot deck length (clear and unobstructed). Ten foot (10') width. Oak plank decking double screwed to every cross member. Full width and length of deck with exception of center section. Two (2) inch oak center planks for outriggers. Removable wheel well covers constructed from one quarter inch thick diamond tread steel, adequately reinforced for supporting loads and to cover each wheel well section. Enclosed excavator cut out. Flip over loading ramps double hinged and support ledge (front).

Outriggers:
Twelve (12) inch removable outriggers on twenty four (24) inch centers. Front outriggers shall be doubled on both sides.

Lashing Rings:
Twenty-eight (28) bent style "D" rings, fourteen (14) per side.

Lighting/Wiring:
Moisture sealed LED run turn stop warning lights to DOT specifications. Mid-turn signal/clearance light sealed harness system seven (7) way electrical receptacle.

Mud Flaps:
Provide manufacturer's standard mud flaps at rear (no dealer advertisement).

Paint:
Remove all dust and slag, prime and paint at factory with two (2) coats of highway orange. Prime and paint undercarriage with two (2) coats of rust prevention black to prevent rust and corrosion.

Conspicuity Tape:
Install conspicuity tape to DOT specifications.

Identification Tag:
Aluminum tag with the following information; payload capacity, trailer weight, axle ratings, wheel ratings, tire ratings, serial number, and model. Serial number shall also be stamped on visible part of frame.

License Bracket/Registration Holder:
Provide heavy duty metal license plate bracket with light. Aluminum document holder (weather tight).

Safety Lighting:
Manufacturer standard amber strobe lights at rear of trailer.

Certification:
Unit at time of delivery shall have professional engineer certified drawing.

SUPPLEMENTAL TERMS AND CONDITIONS
(Miscellaneous Equipment)
[Rev. 4/01]

Intent of Specifications:

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model number are intended not to be restrictive but to set forth an acceptable level of quality and design. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Qualified Bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

Inspection of Work:

Representatives of the State Purchasing Division or the ordering agencies shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

Late Delivery:

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The following delivery terms and conditions apply to **Miscellaneous Equipment** described in specifications.

Above noted equipment shall be delivered within _____ working days of bidder's receipt of order. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of $_____ per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, pains, and care.

At the option of the State Purchasing Director, the user agency may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any liquidated damages as outlined above.

Motor Vehicle Regulations:

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals, and Warranties:

When unit(s) are delivered, the bidder shall deliver to the ordering agency (if applicable):

a) Documents of Title,
b) Certificates of Origin,
c) Warranty and Guarantee Certificates,
d) Certifications specified in the contract,
e) Manuals specified in the contract.

Guarantees and Warranties:

Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of one (1) year, or as may otherwise be required under this specification. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail. No deductible shall apply during the warranty period.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years, or as may otherwise be required under this specification.

Hydraulic Components to be Covered:

Hydraulic Pumps, Valves, Cylinders, Reservoirs and Controls.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of a new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Servicing:

Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

Warranty Repairs:

While unit(s) provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

Parts Availability:

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

Training:

The bidder will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Responsibility of Bidders:

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturer's who can meet delivery dates, such as to permit delivery of completely assembled unit(s) to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys, which will show conclusively:

a) Maintenance and reliability experience of units in service for at least one (1) year.

b) Other data on actual performance of equipment, which in the opinion of the bidder, will assist the State in selecting the most effective cost efficient unit offered by the bidder.

Payment or Acceptance Not Conclusive:

No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the ordering agency shall have the right, not withstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

Order of Preference:

In the event of conflict between the General Conditions and Instructions to Bidders and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

Method of Award:

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions.

Options:

All ordered options shall be installed. **The ordering of options only is strictly prohibited!**

Item	Approx. Qty	Unit	Article and Description	Unit Price
Bid as Options				
A)			Auxiliary gasoline engine with dual function hydraulic system (wet line/auxiliary)	add $3,550.00 ✓
B)			Heavy-duty spring type suspension to meet axle capacity "Hutch TR8750 0-r approved equal.	deduct $0.00
C)			Paint factory Standard color	deduct $500.00
D)			"Muncie" wet kit with aluminum reservoir, valves, pressure relief by pass, hoses, fittings, filter and cab controls for a complete system installed on truck chassis	add $4,550.00 ✓

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-805-13-10089

Item	Approx. Qty	Unit	Article and Description		Unit Price
E)			Manufactures hubometer	(delete-deduct)	$100.00
F)			Outriggers and planks	(delete-deduct)	$1,500.00
G)			Forty-eight (48) foot overall length	deduct	$500.00
H)			Trailer unit front jeep ready. Two axle jeep.	add	$3,250.00
I)			55 ton payload capacity unit concentrated on sixteen foot	add	$1,800.00
J)			Ten ton (10) hydraulic winch to be located at rear of trailer with hydraulic hookups at rear of trailer utilizing existing truck hydraulics	add	$3,250.00
K)			Eight foot six inches width	deduct	$1,500.00
L)			Rumber in lieu of oak decking	add	$3,950.00
			Make offered.....		Trail EZE
			Model offered.....		TE100DG
			Base price per unit.....		$80,750.00

1 Item Total

Trailers built to work like you do!
1-800-232-5682

TRAIL-EZE

Oilfield Trailers
TE100-OF50D
TE120-OF56 (3 Axle)
TE120-OF59 (4 Axle)
TE120-OF59 (5 Axle)

Hydraulic Tail Trailers
TE70HT
TE80HT
TE90HT
TE100HT
TE70XT - NEW
TE70TXT - NEW
TE70XTS - NEW
Videos

Slide Axle Trailers
TE401PSA
TE401ASA
TE801
TE701 - TE801
TE1001
Videos

Container Frame Trailers
TE12TCF
TE12TCF42-A

Implement Trailers
TE70HTWS
TE70RG-WS
TE100DG-WS

Lowboy Trailers
TE70RG
TE100RG
TE100DG
TE70FG-2
TE100FG-3

Specialty Trailers
TE70RG-EX
TE80DG-BUS
TE100FGRR - NEW

Tag Trailers
TE20LR24
TE18R
TE20R
TE30R
TE40R
TE50R
TE18T
TE20T
TE30T

Home >> Lowboy Trailers >> TE100DG (DG50) Detachable Gooseneck Trailer

General Specifications:
100,000 lb. capacity concentrated in 16'

Dimensions:

Overall Length:	48'-6" to 53"
Main Deck Length:	22' to 26'-6"
Gooseneck:	12'-8"
Width:	8'-6" or 10"
King Pin Setting:	16" to 42"
Swing Clearance 42" Setting:	79"
Swing Clearance 16" Setting:	103"
Fifth Wheel Height (unloaded):	50"
Height:	26"
Ground Clearance:	10"
Axle Spacing:	50"
Axle Spacing (50' long models):	60"

Frame: All high tensile steel. Custom manufactured beams designed for stress loads at a minimum of two times rated capacity. 4 full size ultra high tensile steel main beams.
Platform: 2" oak decking attached to every crossmember with torx head screws. Center boards are left loose for outrigger use. Excavator cut out, open floor. Wheel bolsters between axles only (no wheel covers). Front loading ramps.
Gooseneck: Air activated lock. PTO operated hydraulics. Hydraulic neck support arm.
Note: All hydraulics are set up to operate at 3,000 PSI.
Axles: (3) 25,000 lb. with oil seal hubs.

TE40T
TE50T
TE60T

Brakes: S Cam air activated 16-1/2" x 7" with automatic slack adjusters.
Wheels: (12) 8.25 x 22.5 disk wheels.
Tires: (12) 255/70R x 22.5 radials.
Suspension: Air ride with air dump valve.
"D" Rings: (14) 7 per side of deck bed. Including bolsters.
Outriggers: On 2' centers.
Electrical: Sealed beam light system with mid-ship turn signal.
Paint: Trailer sandblasted, primed and painted one coat 2-part polyurethane.
Warranty: Limited 5 Year Pro-Rated Major Structural Warranty (USA and Canada ONLY).
Options: Many options available.

Please call 1-800-232-5682 or e-mail sales@traileze.com for more information on options.

Due to the constant improvements in our products, the designs, materials and specifications are subject to change without notice.

Trailers built to work like you do!
1-800-232-5682

TRAIL-EZE

Oilfield Trailers
TE100-OF50D
TE120-OF56 (3 Axle)
TE120-OF59 (4 Axle)
TE120-OF59 (5 Axle)

Hydraulic Tail Trailers
TE70HT
TE80HT
TE90HT
TE100HT
TE70XT - NEW
TE70TXT - NEW
TE70XTS - NEW
Videos

Slide Axle Trailers
TE401PSA
TE401ASA
TE501
TE701 - TE801
TE1001
Videos

Container Frame Trailers
TE12TCF
TE12TCF42-A

Implement Trailers
TE70HTWS
TE70RG-WS
TE100DG-WS

Lowboy Trailers
TE70RG
TE100RG
TE100DG
TE70FG-2
TE100FG-3

Specialty Trailers
TE70RG-EX
TE80DG-BUS
TE100FGRR - NEW

Tag Trailers
TE20LR24
TE18R
TE20R
TE30R
TE40R
TE50R
TE18T
TE20T
TE30T

Home >> Implement Trailers >> TE100DG-WS Wideside Machinery Trailer

General Specifications:
100,000 lbs. Distributed

Dimensions:

Overall Length:	48' to 53'
Double Drop Length:	24' to 29'
Deck Width:	8'-6" or 10"
Deck Height:	Double Drop 24"
Swing Clearance:	84"
King Pin Setting:	16"

Frame: Non-ground bearing all high tensile steel, custom manufactured beams designed for stress loads at a minimum of two times the rated capacity. Full width upper deck with a 12,000 lb. winch and 100' of cable.
Platform: 2" oak deck. Double drop design is standard. 1/4" deck plate to cover rear deck.
Axles: (3) 25,000 lb.
Brakes: 16-1/2" x 7" air with auto slack adjusters and ABS.
Wheels: (12) 8.25 x 22.5 Budd type disc wheels.
Tires: (12) 255/70R x 22.5 16 Ply radials.
Extensions: 27" Steel EZE-OUT side extensions. (Aluminum available.)
Park Stands: Pin drop.
Suspension: Air ride with dump valve.
Traction Bars: Cover slope to rear deck.

TE40T
TE50T
TE60T

Electrical: Complete sealed beam light system.
Paint: Trailer is sandblasted, primed and painted one coat 2-part polyurethane.
Warranty: Limited 5 Year Pro-Rated Major Structural Warranty (USA and Canada ONLY).
Options: Many options available.

Please call 1-800-232-5682 or e-mail sales@traileze.com for more information on options.

Due to the constant improvements in our products, the designs, materials and specifications are subject to change without notice.

SPECIFICATIONS

TERRAGATOR® SELF-PROPELLED APPLICATION EQUIPMENT | MODELS 6303 • 8303

ENGINE	6303	8303
Make	AGCO Power	AGCO Power
Type	4 Stroke Diesel, Turbocharged, Intercooled	4 Stroke Diesel, Turbocharged, Intercooled
Number of Cylinders	6	6
Horsepower	200 HP (149 kW) @ 2200 rpm	230 HP (172 kW) @ 2100 rpm
Peak Horsepower	215 HP (160 kW) @ 1900 rpm	250 HP (186 kW) @ 1900 rpm
Torque	581 lb-ft (788 Nm) @ 1400 rpm	677 lb-ft (918 Nm) @ 1400 rpm

TRANSMISSION	
Type	AGCO Hi-Tech 240 Continuously Variable Transmission
Maximum Speed (High Gear)	31 mph / 50 kmph (2,200 rpm)
Reverse Speed (High Gear)	31 mph / 50 kmph (2,200 rpm)

AXLES	
Front	3.79 in. (96 mm) Diameter Tapered Single Piece Forged Axle with Planetary Ends
Rear	3.94 in. (100 mm) Diameter Tapered Single Piece Forged Axle with Planetary Ends

SUSPENSION	
Type	Suspended cab and front axle

STEERING	
Type	Dynamic Response

TIRES	
Standard	Goodyear Optitrac 1000/50R34
Optional	Michelin Radial 1000/50R34
	Firestone Duraforce 34

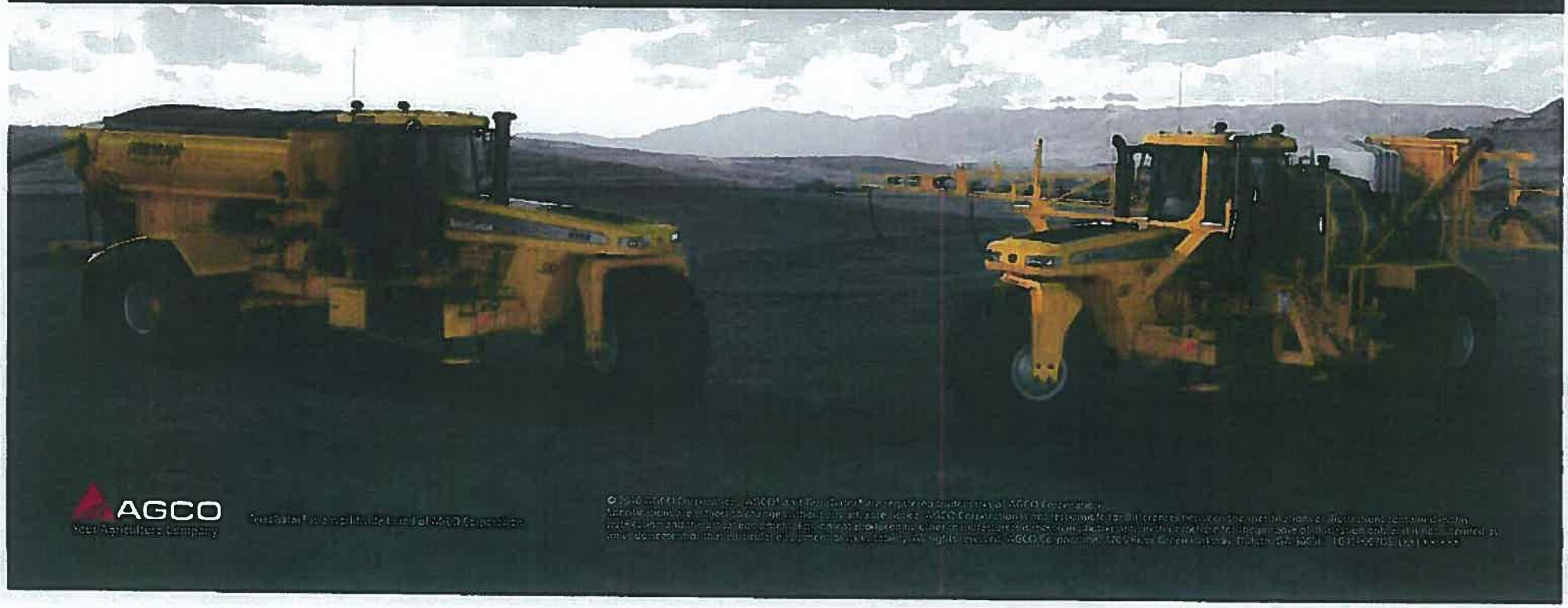
FLUID CAPACITIES	
Tank	79 gal (300 L) total

APPLICATION CAB	
Class Area / Suspension	70 cm² (10.5 in²) / Hydraulic Damping
Cab Suspension	Air Ride Cab Suspension
Cooling	Automatic Temperature Control (Two Level Automatic Control)
HVAC Filtration	Automatic Temperature Control (Two Level Automatic Control)
Steering Wheel	Tilt
Standard Seat	Deluxe Air Ride Suspension with Heated Seat Cushion
Optional Seat	Air Ride Seat Suspension

AIR SYSTEM	
Compressor	Engine Mounted
Capacity	17 cfm (481 lpm)
Dryer	Desiccant Type
Governor	Cut

WEIGHTS	
Rated Operating Load	15,000 lbs (6,804 kg)
Rated Operating Gross	40,000 lbs (18,144 kg)
Empty Weight Front Axle	14,884 lbs (6,751 kg)
Empty Weight Rear Axle	10,756 lbs (4,879 kg)

SYSTEMS CONTROLLERS	6303	8303
System Features	7,500 Gallon Liquid Tank (AGCO Fuel Optimizer)	7,500 Gallon Liquid Tank (AGCO Fuel Optimizer)
	Control Console Display	Control Console Display
	Electronic Foot Throttle	Electronic Foot Throttle
	Cruise Control	Cruise Control
	Automatic Transmission Control	Automatic Transmission Control
	Pressure Air Sprinkler System	Pressure Air Sprinkler System
Controller Capacity	Fuel Optimizer 7,500 Gallon	Fuel Optimizer 7,500 Gallon
	Cruise Control Pro	Cruise Control Pro



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Your Agriculture Company

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CASE CX210 HYDRAULIC EXCAVATOR

VIEW ARTICLES ON THIS ITEM

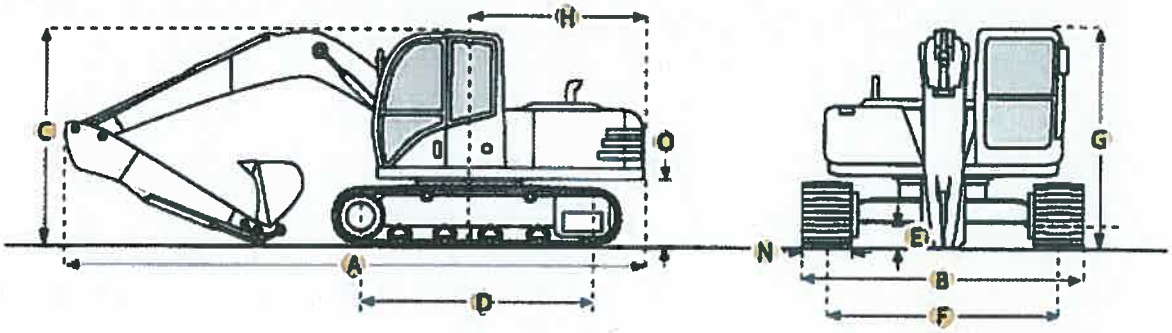
Print specification

Looking to purchase this item?

Find a Case CX210 Hydraulic Excavator being sold at Ritchie Bros. auctions.

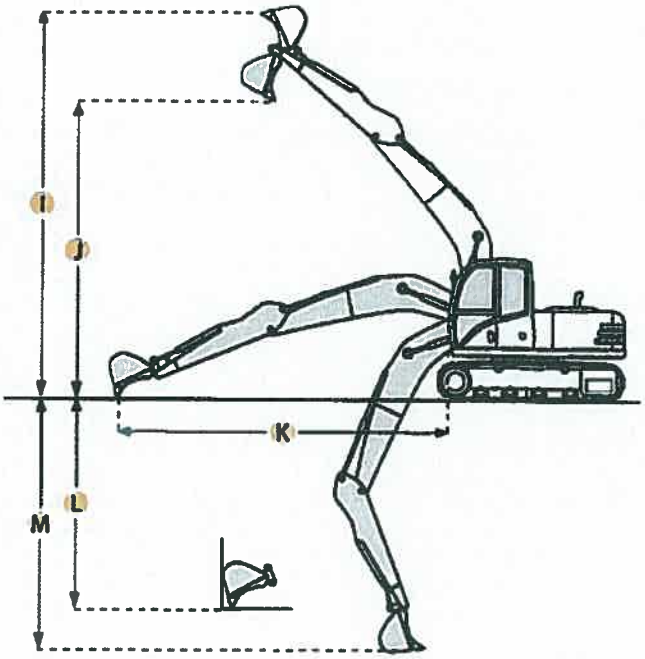
Need to sell equipment?

Complete this form and a Ritchie Bros. representative will contact you.



Selected Dimensions

Boom/Stick Option	Boom/Stick Option (HEX) I	
A. SHIPPING LENGTH OF UNIT	31.1 ft in	9470 mm
C. SHIPPING HEIGHT OF UNIT	9.7 ft in	2960 mm
I. MAX CUTTING HEIGHT	31.7 ft in	9650 mm
J. MAX LOADING HEIGHT	22.4 ft in	6830 mm
K. MAX REACH ALONG GROUND	32.1 ft in	9780 mm
L. MAX VERTICAL WALL DIGGING DEPTH	19.9 ft in	6080 mm
M. MAX DIGGING DEPTH	22 ft in	6710 mm
Dimensions		
B. WIDTH TO OUTSIDE OF TRACKS	10.5 ft in	3200 mm
D. LENGTH OF TRACK ON GROUND	12 ft in	3660 mm
E. GROUND CLEARANCE	1.5 ft in	457 mm
G. HEIGHT TO TOP OF CAB	9.4 ft in	2880 mm
H. TAIL SWING RADIUS	9.3 ft in	2820 mm
O. COUNTERWEIGHT CLEARANCE	3.4 ft in	1040 mm
Undercarriage		
N. SHOE SIZE	31.5 in	800.1 mm



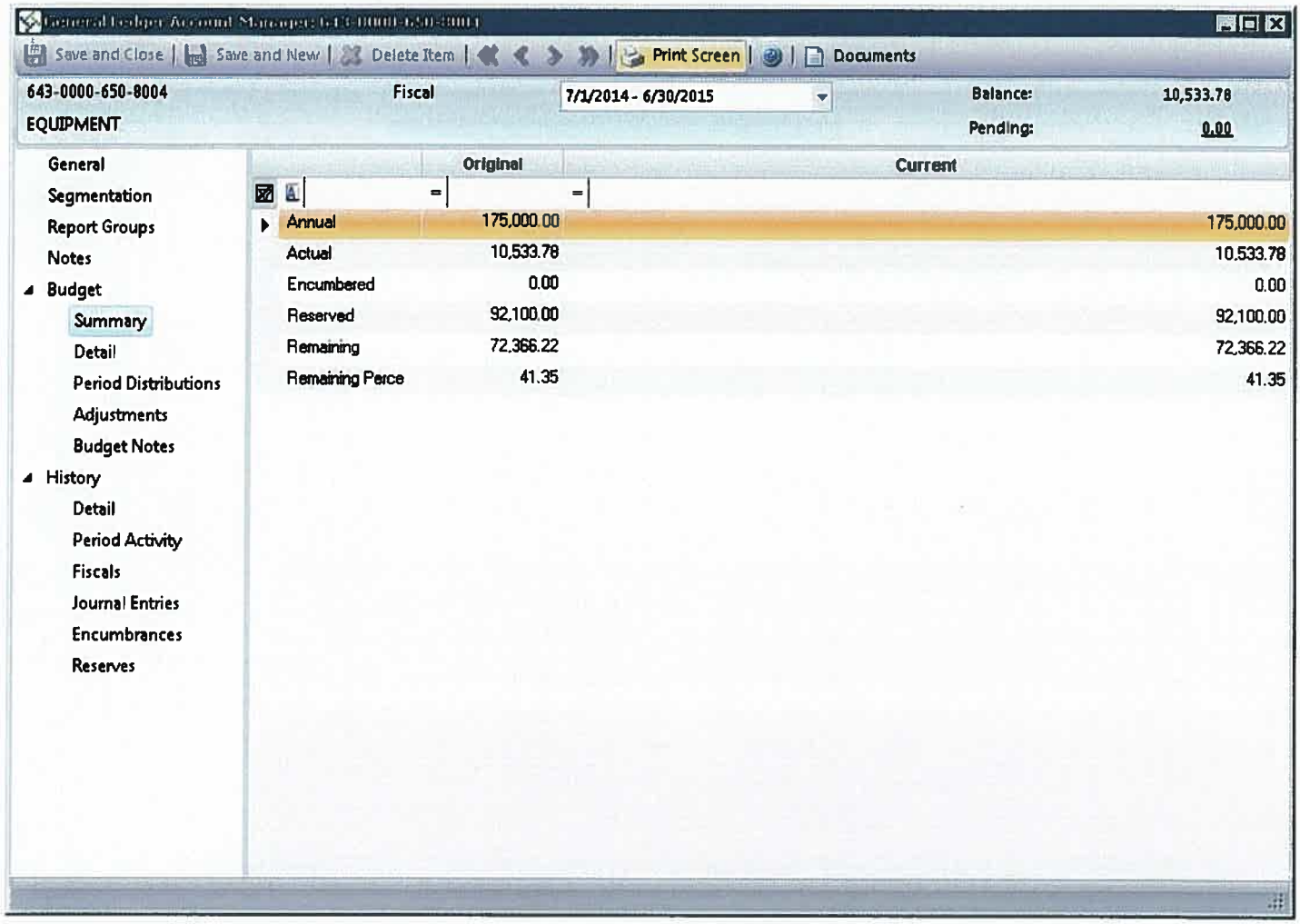
Specification

Engine

MAKE	Case	
MODEL	6TAA-5904	
GROSS POWER	153 hp	114.1 kw
NET POWER	147 hp	109.6 kw
POWER MEASURED @	1950 rpm	
DISPLACEMENT	359 cu in	5.9 L
TORQUE MEASURED @	1400 rpm	

MAX TORQUE	450 lb ft	610.1 Nm
NUMBER OF CYLINDERS	6	
ASPIRATION	Turbocharged	
Operational		
OPERATING WEIGHT	44002 lb	19959 kg
FUEL CAPACITY	89.8 gal	340 L
COOLING SYSTEM FLUID CAPACITY	7.1 gal	27 L
HYDRAULIC SYSTEM FLUID CAPACITY	54.4 gal	206 L
ENGINE OIL CAPACITY	6.3 gal	24 L
SWING DRIVE FLUID CAPACITY	1.3 gal	4.8 L
OPERATING VOLTAGE	24 V	
ALTERNATOR SUPPLIED AMPERAGE	45 amps	
HYDRAULIC SYSTEM RELIEF VALVE PRESSURE	4975 psi	238.2 kPa
HYDRAULIC PUMP FLOW CAPACITY	53.1 gal/min	201 L/min
Swing Mechanism		
SWING SPEED	11.9 rpm	
Undercarriage		
NUMBER OF SHOES PER SIDE	49	
SHOE SIZE	31.5 in	800.1 mm
NUMBER OF CARRIER ROLLERS PER SIDE	2	
NUMBER OF TRACK ROLLERS PER SIDE	8	
GROUND PRESSURE	4.5 psi	31 kPa
MAX TRAVEL SPEED	3.4 mph	5.5 km/h
DRAWBAR PULL	41140 lb	183 kN
Buckets		
REFERENCE BUCKET CAPACITY	1 yd3	0.76 m3
MINIMUM BUCKET CAPACITY	0.62 yd3	0.47 m3
MAXIMUM BUCKET CAPACITY	1.5 yd3	1.1 m3
Boom/Stick Option (HEX) 1		
BOOM/STICK OPTION (HEX) 1	Boom 18'8" (5700mm)/ Stick 9'10" (3000mm)	
SHIPPING HEIGHT OF UNIT	9.7 ft in	2960 mm
SHIPPING LENGTH OF UNIT	31.1 ft in	9470 mm
MAX DIGGING DEPTH	22 ft in	6710 mm
MAX REACH ALONG GROUND	32.1 ft in	9780 mm
MAX CUTTING HEIGHT	31.7 ft in	9650 mm
MAX LOADING HEIGHT	22.4 ft in	6830 mm
MAX VERTICAL WALL DIGGING DEPTH	19.9 ft in	6080 mm
Boom/Stick Option (HEX) 2		
BOOM/STICK OPTION (HEX) 2	Boom 18'8" (5700mm)/ Stick 7'10" (2400mm)	
SHIPPING HEIGHT OF UNIT	10.1 ft in	3070 mm
SHIPPING LENGTH OF UNIT	31.3 ft in	9550 mm
MAX DIGGING DEPTH	20.1 ft in	6120 mm
MAX REACH ALONG GROUND	30.2 ft in	9220 mm
MAX CUTTING HEIGHT	30.7 ft in	9370 mm
MAX LOADING HEIGHT	21.6 ft in	6580 mm
MAX VERTICAL WALL DIGGING DEPTH	18 ft in	5490 mm
Dimensions		
WIDTH TO OUTSIDE OF TRACKS	10.5 ft in	3200 mm
HEIGHT TO TOP OF CAB	9.4 ft in	2880 mm
GROUND CLEARANCE	1.5 ft in	457 mm
COUNTERWEIGHT CLEARANCE	3.4 ft in	1040 mm
TAIL SWING RADIUS	9.3 ft in	2820 mm
LENGTH OF TRACK ON GROUND	12 ft in	3660 mm

Viewing Photo 1 of 5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EQUIPMENT
Fiscal
7/1/2014 - 6/30/2015
Balance:
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Pending:
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General
Segmentation
Report Groups
Notes
Budget
Summary
Detail
Period Distributions
Adjustments
Budget Notes
History
Detail
Period Activity
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Journal Entries
Encumbrances
Reserves
Original
Current
Annual 175,000.00 175,000.00
Actual 10,533.78 10,533.78
Encumbered 0.00 0.00
Reserved 92,100.00 92,100.00
Remaining 72,366.22 72,366.22
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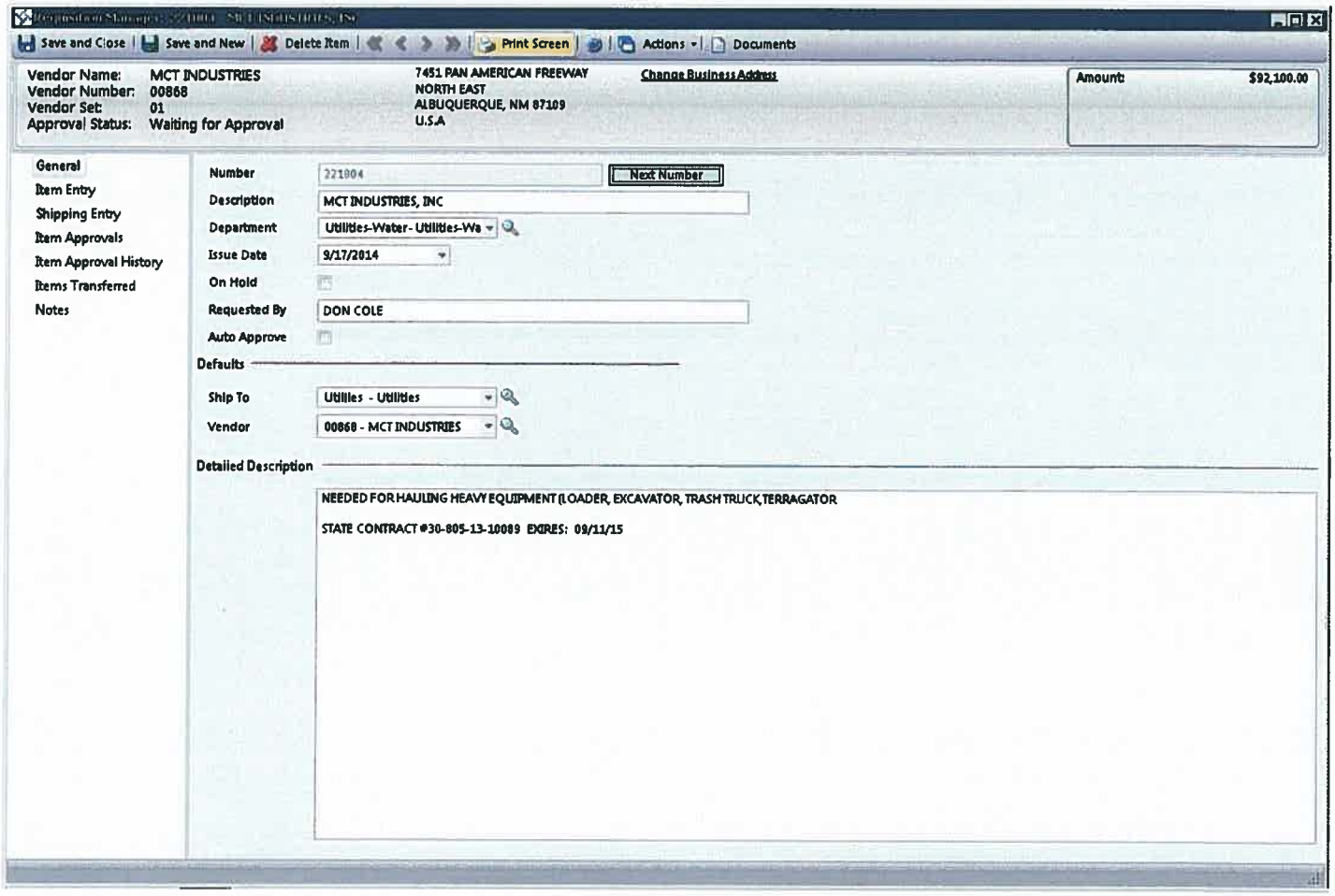
Save and Close
Save and New
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Print Screen
Actions
Documents
Vendor Name: MCT INDUSTRIES
Vendor Number: 00868
Vendor Set: 01
Approval Status: Waiting for Approval
7451 PAN AMERICAN FREEWAY
NORTH EAST
ALBUQUERQUE, NM 87109
U.S.A
Change Business Address
Amount: $92,100.00
General
Item Entry
Shipping Entry
Item Approvals
Item Approval History
Items Transferred
Notes
Number 221004
Next Number
Description MCT INDUSTRIES, INC
Department Utilities-Water- Utilities-Wa
Issue Date 9/17/2014
On Hold
Requested By DON COLE
Auto Approve
Defaults
Ship To Utilities - Utilities
Vendor 00868 - MCT INDUSTRIES
Detailed Description
NEEDED FOR HAULING HEAVY EQUIPMENT (LOADER, EXCAVATOR, TRASH TRUCK,TERRAGATOR
STATE CONTRACT #30-805-13-10089 EXPIRES: 09/11/15

Print Close

RE: 50 Ton Trailer

From: **Kenneth Garcia** (contactkennesco@gmail.com)
Sent: Fri 10/03/14 10:30 PM
To: DON COLE (doncole2000@msn.com)
Cc: Carmen Tafoya (carment@ci.las-vegas.nm.us); Shawni Muniz (shawnim@ci.las-vegas.nm.us)

Sounds Good!

On Oct 3, 2014 4:13 PM, "DON COLE" <doncole2000@msn.com> wrote:

> Ken,
>
> It looks like the next opportunity to put the trailer on the agenda is November.
>
> **Don W. Cole**
> **Water Systems Manager**
> **City of Las Vegas**
> **905 12th Street**
> **Las Vegas, NM 87701**
> **505-429-6326**
>
> ---
>
> From: shawnim@ci.las-vegas.nm.us
> To: doncole2000@msn.com
> Subject: RE: 50 Ton Trailer
> Date: Fri, 3 Oct 2014 13:36:56 -0600
>
> Yes. Packets went out today.
>
> Thank You,
>
> Shawni J. Muniz

THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED, AND EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE IT FROM YOUR SYSTEM WITHOUT COPYING, PRINTING OR FORWARDING IT, AND NOTIFY US BY REPLY EMAIL OR BY CALLING (505) 426-3314. THANK YOU.

From: DON COLE [mailto:doncole2000@msn.com]
Sent: Friday, October 03, 2014 11:14 AM
To: Shawni Muniz
Cc: Ken Garcia
Subject: FW: 50 Ton Trailer

Shawni,

Is it too late to get this on next weeks agenda?

Don W. Cole
Water Systems Manager
City of Las Vegas
905 12th Street
Las Vegas, NM 87701
505-429-6326

Date: Thu, 2 Oct 2014 21:04:17 -0600
Subject: Fwd: RE: 50 Ton Trailer
From: contactkennesco@gmail.com
To: doncole2000@msn.com

Please do an agenda request.

---------- Forwarded message ----------
From: "Ann Marie Gallegos" <amgallegos@ci.las-vegas.nm.us>
Date: Oct 2, 2014 9:37 AM
Subject: RE: 50 Ton Trailer
To: "Carmen Tafoya" <carment@ci.las-vegas.nm.us>
Cc: "Ken Garcia" <contactkennesco@gmail.com>

After reviewing the information submitted with the requisition. Please proceed to seek Mayor and Council approval of this purchase for approximately $92,000. Thank you.

Amg

From: Carmen Tafoya [mailto:carment@ci.las-vegas.nm.us]
Sent: Thursday, October 02, 2014 9:15 AM
To: 'Ann Marie Gallegos'
Cc: 'Ken Garcia'
Subject: FW: 50 Ton Trailer

Good Morning Ann Marie;

Can you give me a status on the trailer purchase for Water Department?

Please see below.

Thanks,

Carmen

From: Kenneth Garcia [mailto:contactkennesco@gmail.com]
Sent: Wednesday, October 01, 2014 4:31 PM
To: DON COLE
Cc: Carmen Tafoya; maria Gilvarry
Subject: Re: 50 Ton Trailer

Carmen, please follow up on the status.

On Oct 1, 2014 4:29 PM, "DON COLE" <doncole2000@msn.com> wrote:

Ken,

As an update to the requested status of the trailer, a requisition and justification were submitted to Carmen on 9/17/14.

The Tyler system shows the trailer requisition (#221004) as "Waiting on Approval." It has been in this status since 9/17/14.

I have no additional information on the purchase of the trailer.

Thanks,

Don W. Cole
Water Systems Manager
City of Las Vegas
905 12th Street
Las Vegas, NM 87701
505-429-6326

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/4/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Billing adjustment for Alta Vista Regional Hospital water account.

BACKGROUND/RATIONALE: The automated meter reading register that was installed at 104 Legion Drive is incorrect because of the installation of the meter. The flow through the meter was incompatible with the register which resulted in a billing error. Due to the error, Alta Vista Regional Hospital is due a credit in the amount of $54,640.71. Per Resolution #12-06 any credit amount over $50,000.00 must be approved by the Governing Body.

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.

KLG by S. Muniz
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-12

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

ALFONSO E. ORTIZ, JR.
Mayor

TO: Ken Garcia, Utilities Director

FROM: Consuelo Lopez
Consuelo Lopez, Customer Service Supervisor

DATE: November 5, 2014

RE: Corrective Action Report – Alta Vista Regional Hospital Water Meter AMR/Strainer Error

Summary:
Water meters that were 3 inches and bigger were outfitted with automated meter read registers. Some of these meters were not equipped with strainers and as a result were registering higher water consumption.

Investigation:
During an audit of the water meters, it was discovered which meters had strainers and which meters did not. The Customer Service Division had been sending work orders due to high consumption.

Corrective Action:
The automated meter read registers have been removed from meters that are 3 inches and larger until we receive strainers and new meter sets. An adjustment and credit has been prepared for Alta Vista Regional Hospital.

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

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

ALFONSO E. ORTIZ, JR.
Mayor

TO: Ken Garcia, Utilities Director

FROM: Don Cole, Water Systems Manager

DATE: November 4, 2014

RE: **CORRECTIVE ACTION REPORT – ALTA VISTA REGIONAL HOSPITAL WATER METER**

Timeline:

1. 7/29/2013 – HD Supply is awarded the AMR project with a purchase order issued in the amount of $1,031,000.00, and contract number 2697-13, funded under NMFA loan number 2727-DW.
2. 8/01/2013 through 12/23/2014 – AMR meters and registers are installed by City crews under engineering support from WHPacific.
3. 1/09/2014 – It was determined that some of the AMR meters installed within the City were not suitable for the particular location's application.
4. 10/10/2014 – The AMR register for Alta Vista Regional Hospital (104 Legion Drive) was exchanged for a manual read register.

Finding:

1. The meter and AMR installation for Alta Vista Regional Hospital (104 Legion Drive) was not the appropriate application for the customer. As a result, the customer was billed incorrectly in the aggregate of $54,640.71.
2. The characteristic of the meter installation, combined with the automated telemetry did not accurately measure the consumption of water by the customer. Usage was over-calculated due to the reduction of laminar flow through the meter.
3. The meter was not provided with test ports to allow field calibration of flow. Larger meters should incorporate the ability to field calibrate.

Corrective Action:

1. Alta Vista Regional Hospital should be refunded the amount of overage, pursuant to applicable ordinances and resolutions.
2. The meter should be replaced with a more suitable meter that includes the ability to self calibrate, as well as allows staff to field verify meter accuracy. This may include making modifications to the configuration of the customer's service setting that include necessary additional valves and ports.
3. The meter should be manually read until these changes can be effected.

TONITA GURULE-GIRON, Councilor, Ward 1 | VINCE HOWELL, Councilor, Ward 2 | JOSEPH "JOEY" HERRERA, Councilor, Ward 3 | DAVID L. ROMERO, Councilor, Ward 4

ATTACH SUPPORTING DOCUMENTS

No. 62818

CITY OF LAS VEGAS
ACCOUNTS RECEIVABLE DEPARTMENT
ADJUSTMENT SLIP

ACCOUNT: 0101-34136-001 DATE: 11-3-14

NAME: Alta Vista Regional Hospital ADDRESS: 104 Legion Dr

CHECK CHANGE 1. NAME _____ 2. ADDRESS _____ 3. _____

FROM: _____ TO: _____

METER READING ADJUSTMENT

METER NO.: _____

LAST CORRECT READ: _____

CORRECTED READ: _____

TOTAL CORRECT BILLING: _____ = (A) $ _____

TOTAL AMOUNT BILLED FROM LAST CORRECT READ: (INCORRECT BILLING) $ _____

LESS: (A) $ _____

TOTAL AMOUNT OF DR/CR: (B) $ _____

		DEBIT	CREDIT
WATER	640-5641		($54,640.71)
GAS	620-5641		W-29,200.69
SEWER	610-5641		$22,847.42
SANITATION	630-5641		
TAX	2029		W-$1,460.05 Sew 1,132.55
GAS N/P FEE	620-5643		
WATER N/P FEE	640-5643		
NSF CHECK FEE	101-5588		
MISCELLANEOUS			
TOTAL:			$54,640.71

COMMENTS:

When we Installed Automated Reading Registers we Should Have Made sure they Had Strainers. This meter Did not Have a Strainer. This is a 4 inch meter.
This meter was registering Higher Consumption. We Did remove Automated Meter read register. And installed a regular meter.

PREPARED BY: Chopez AUTHORIZED BY: _____ POSTED BY: _____

BILL DATE	WA-BILLED	ADJUSTMENT	DIFFRENCE	WA-TAX	ADJ.	DIFF	
2/7/2014	3,126.51	$1,456.20	$1,670.31	$156.33	$72.81	$83.52	
3/11/2014	4,788.45	$1,456.20	$3,332.25	$239.42	$72.81	$166.61	
4/14/2014	4,488.72	$1,456.20	$3,032.52	$224.44	$72.81	$15,163	
5/19/2014	7,199.99	$1,692.48	$5,507.51	$360.00	$84.62	$275.38	
6/11/2014	4,971.28	$1,692.48	$3,278.80	$248.56	$84.62	$163.94	
7/8/2014	4,774.37	$1,692.48	$3,081.89	$238.72	$84.62	$154.10	
8/7/2014	4,784.12	$1,700.36	$3,083.76	$239.21	$85.02	$154.19	
9/4/2014	4,570.35	$1,700.36	$2,869.99	$228.52	$85.02	$143.50	
10/6/2014	5,044.02	$1,700.36	$3,343.66	$252.20	$85.02	$167.18	
	43,747.81	$14,547.12	$29,200.69	$2,187.40	$727.35	$1,460.05	
BILL DATE	SEW-BILLED	ADJUSTMENT	DIFFRENCE	SEW-TAX	ADJ.	DIFF.	
2/7/2014	2,680.05	$1,185.48	$1,494.57	$134.00	$59.27	$74.73	
3/11/2014	4,167.19	$1,185.42	$2,981.77	$208.36	$59.27	$149.09	
4/14/2014	3,898.99	$1,185.42	$2,713.57	$194.95	$59.27	$135.68	
5/19/2014	5,126.70	$1,185.42	$3,941.28	$256.34	$59.27	$197.07	
6/11/2014	3,531.79	$1,246.85	$2,482.01	$176.59	$62.34	$114.25	
7/8/2014	3,390.88	$1,246.85	$2,144.03	$169.54	$62.34	$107.20	
8/7/2014	3,598.52	$1,246.85	$2,351.67	$179.93	$62.34	$117.59	
9/4/2014	3,435.50	$1,246.85	$2,188.65	$171.78	$62.34	$109.44	
10/6/2014	3,796.72	$1,246.85	$2,549.87	$189.84	$62.34	$127.50	
	33,626.34	$10,975.99	$22,847.42	$1,681.33	$548.78	$1,132.55	
			4" meter no diameter				
ACCOUNT	0101-34136-001	ALTA VISTA REGIONAL HOSPITAL					

29,200.69
1460.05
22847.42
1132.55
54 640.71

ATTACHMENT A
Administrative Regulation #A-11-190
AUTHORIZATION FORM

CUSTOMER NAME: Alta Vista Regional Hospital
ACCOUNT#: $54,640.71
BILLING ADDRESS:

BILLING CORRECTION		WATER	WASTE WATER	GAS	SOLID WASTE
REFUND ☒		X			

UTILIZE THIS SECTION FOR BILLING CORRECTION

BILLING AMOUNT

REQUESTED ADJUSTMENT

Justification:

Personnel requesting adjustment:

UTILIZE THIS SECTION FOR REFUND

REFUND AMOUNT $54,640.71

Justification:

Personnel requesting adjustment:

Consuelo Lopez 11-3-14
Customer Services Supervisor — Date — APPROVAL/DISAPPROVAL

Finance Director — Date — APPROVAL/DISAPPROVAL

Treasure Director — Date — APPROVAL/DISAPPROVAL

City Manager — Date — APPROVAL/DISAPPROVAL

CITY OF LAS VEGAS
ADMINISTRATIVE REGULATIONS

SUBJECT: UTILITY BILLING CORRECTIONS & REFUNDS

ADMINISTRATIVE NUMBER: A-11-190
REVISION:
SUPERSEDES:
EFFECTIVE DATE: 2-14-11
PAGE 1 -2

APPROVED BY:

Timothy Dodge, City Manager

I. PURPOSE: The purpose of this Administrative Regulation is to set forth the conditions governing the process in issuing Billing Corrections and Refunds.

II. OBJECTIVE: The primary objective is to adhere to all City of Las Vegas Ordinances and to complete a thorough analysis on requested action.

III. AUTHORIZED PERSONNEL:

City Manager hereby authorizes the following personnel to complete an analysis and to sign off on authorization.

a. Utility Services Supervisor (approval needed for errors <$1,000)
b. Director
c. Finance Director
d. City Manager

IV. Refund Form:

Attachment (A) Authorization Form is to be made part of this Administrative Regulation that must be processed. All final copies must be maintained at the Utility Department.

My copy

CITY OF LAS VEGAS
RESOLUTION NO. 12-06

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, REQUIRING APPROVAL BY THE CITY MANAGER AND FINANCE DIRECTOR OF ADJUSTMENTS MADE TO UTILITY BILLS FROM $1,000.00 TO $50,000.00.

WHEREAS, this resolution will establish controls over the utility billing process as recommended by auditors; and

WHEREAS, there are instances where customer accounts need to be adjusted due to billing errors, disputed utility bills, leaks, etc.; and

WHEREAS, the City Manager and Finance Director are required to make a determination as to the necessity of the adjustment; and

WHEREAS, written documentation is required for all customer adjustments; and

WHEREAS, the Utilities Director will make a recommendation to the City Manager on adjustments from $1,000.00 to $50,000.00; and

WHEREAS, adjustments for under $1,000.00 are approved by the Utilities Department; and

WHEREAS, adjustments over $50,000.00 will have to be approved by the governing body; and

WHEREAS, this resolution establishes a dollar threshold for approval levels for the City Manager and Finance Director;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Las Vegas that the City Manager and Finance Director are authorized to approve adjustments from $1,000.00 to $50,000.00.

PASSED, APPROVED, AND ADOPTED this 19 day of January, 2012

CITY OF LAS VEGAS

By _____
Mayor Alfonso E. Ortiz, Jr.

(Seal)

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero Jr., City Attorney

City of Las Vegas, NM

Service Order

Completed

Job Date: 4/22/2014 8:00 AM
Job Code: Misc - Miscellaneous
Group: WATER DEPARTMENT
Staff:

Service Order #: SO0029386
Job Action: Miscellaneous
Issued By: Jodi Marquez
Requested By:

Location: 104 LEGION DR LAS VEGAS NM 87701
Account: 0101-34136

Services

Service	Action	Current Meter #	Meter Serial #	RADIO #	Scale	Last Read	Reading	New Meter #	Set Reading
100 - Water	No Action	45661753	45661753		10	1,793,373			
200 - Gas	No Action	9990787	9990787	2000240927	0	108,856			
510 - Fire Protecti	No Action	8INLINE03	8INLINE03		100	10			
300 - Sewer	No Action				0	0			
400 - Sanitation	No Action				0	0			

Order Notes: verify 4" meter has strainer/screen

Completion Notes: 4/23/14 by AM
4" meter no strainer

Completion Date: _____

Worked By: _____

Approved By: _____

Large Meter Strainers - Preventive Maintenance Against Costly Repairs and Lost Revenues Reasons for Sensus Meters

See also:

PDF Version of White Paper

By Steve McCoy, Marketing Manager

Opinions tend to vary as to what constitutes a proper large meter installation. Because situations and needs also vary, most water utilities and investor-owned water companies have established their own guidelines covering large meter installations. Factors such as preferred vault dimensions, bypass piping, use of shutoff valves, meter testing outlets and meter reading options get consideration.

Unfortunately, an important component sometimes overlooked is the inclusion of an appropriate strainer to be installed directly upstream of the meter. Although this omission outwardly appears to be a way to save expense, the long term results can be far more costly. Increased maintenance requirements, greater frequency of repairs, reduced meter lifespan and lost revenues for the utility when meters prematurely stop providing accurate flow measurements are but e few of the consequences when strainers are omitted.

A properly installed strainer not only enhances protection for a meter against damage from debris in the line, it also contributes to the meter's accuracy and service life. Many utility managers are discovering that strainers are actually a good investment, one that can quickly pay for itself.

LOW COST INSURANCE POLICY

Considering the significant revenue generated by large meters along with weighing the factors of anticipated service life and maintenance needs, it is highly prudent to include relatively low cost devices like strainers. They ensure the meter's maximum long term performance while also protecting them from internal damage. For those reasons Sensus recommends that proper strainers be included when installing high quality measurement devices such as Sensus Turbo Meters, SRH Compound meters and fire service meter assemblies. Strainers provide a simple and basic low cost form of meter performance insurance.

There are several key reasons why a properly selected and installed strainer makes practical sense:

- It helps eliminate costly repairs, added maintenance and lost revenues for the utility - by providing protection from debris that can find its way into water lines. Pieces of rock, wood, metal, line scale and other objects have been found in the lines of even the most well maintained water systems. Without a strainer to stop them, they can be directed through a meter at high velocity during periods of high flow demands to cause costly damage to its measuring components. Damaged meters will either lose accuracy or stop entirely. For example, extensive damage to a meter caused by not having a strainer equates to the following comparisons utilizing current Sensus Meter Modernization and Maintenance Plan (MMP) pricing levels (based on pricing as of February, 1995).
- A complete Turbo Meter replacement chamber = Approximate cost of an AWWA type strainer.
- Complete SRH Compound exchange = Two to three times the approximate cost of an AWWA type strainer.
- It ensures greater and consistent flow measurement registration accuracy - by reducing turbulence in the line. A strainer helps condition the flow of water passing through the meter. Turbulence in the flow, the uneven velocity profile known as flow jetting, is caused by elbows, valves, tees and reducers in the line located Low Cost Insurance Policy upstream of the meter. This common condition can significantly contribute to inaccurate meter registration and shorten the life of the meter's measuring elements by putting excessive or uneven forces on bearings and turbine rotors.
- It provides an effective way to compensate for negative effects of not meeting recommended installation requirements. A strainer can help reduce the amount of recommended minimum of straight pipe length directly upstream of the meter, a requirement designed to achieve properly conditioned flows at the measuring element. Recommended proper minimum straight pipe installation requirements help minimize the negative effects of jetting but can not always be satisfied due to physical restraints or other

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factors at the installation site. Adding a strainer often helps to correct such less-than-optimum installation situations.

Even when new large meter installations are paid for by someone other than the utility, the long term effects of omitting strainers can be nevertheless expensive. An example of this would be a new service installation such as the construction of a building. The cost of all specified appurteances, i.e.- piping, valves and meter might be the responsibility of the property developer.

Once service is established, however, the utility usually assumes ownership of the meter and those various components. In so doing, the utility also assumes responsibility for all future maintenance and repair needs. While the original property developer may have saved money by not including a strainer (thanks to an absence of a strainer requirement), it will be the utility that is burdened with the consequences of the omission.

STRAINER DESIGNS FOR A VARIETY OF APPLICATIONS

Sensus recommends a proper strainer to be installed upstream of all velocity-type meters. This includes any water meter with a rotor or propeller measuring element. Sensus offers two basic strainer designs for specific uses; AWWA (American Water Works Association) general domestic service applications and Fire Service applications.

AWWA TYPE STRAINERS

The AWWA type strainer is recommended for services supplying domestic water. This type is recommended for all Compound, Turbo Meter, and many Propeller meter installations. It includes meter settings where a maximum working pressure of 150 psig (10.0 bar) will not be exceeded and a minimum of twice (2x) the strainer's screen area is present in comparison to the opening of the pipe diameter. AWWA type strainer screens are made of stainless steel or bronze composition. The strainer body is either bronze or coated iron.

Sensus offers AWWA type strainers in two basic separate body types. Sensus bronze strainers are available for meter sizes 1- 1/2" (40mm) through 6" (150mm) and iron strainers for 8" (200mm) through 16" (400mm) sizes. The unique line of DRS Sensus Turbo Meters utilize integral strainers as part of their bronze maincases. Each DRS Turbo Meter maincase also includes a convenient test port outlet and plugged, inlet flushports. Regardless of the type or style, the Sensus strainer's screen is always externally accessible, eliminating the need to disturb the meter's measuring chamber or other components when the strainer's cover plate is removed for inspection or service.

FIRE SERVICE STRAINERS

Sensus offers several types of fire service meters and assemblies; DRFS (Direct Read Fire Service) meters, CFS (Compact Fire Service) meters, FireLine and Compact FireLine assemblies. These different types can be installed to satisfy all applicable building and fire service codes. A number of factors should be considered when selecting the proper meter and strainer for installations that must provide fire protection along with domestic water service.

- Considerations for providing both fire and domestic use service through a single service line vs. two separate service lines.
- An analysis of the anticipated domestic flow parameters.
- Compliance with all local, county and state fire code requirements for service lines providing fire flow capability.
- The utility's current policy to completely meter all points of service.
- The impact on end-user fire insurance rates.
- Future impact on system maintenance costs for maintaining separate service line laterals and appurtenances vs. a single metered service.
- Space availability and laying length requirements for new installations or replacements of existing old fire service meters.

Sensus offers iron-bodied U.L. (Underwriter Laboratories) listed and F.M. (Factory Mutual) Research approved fire service strainers for 4" (40 mm) through 10" (250 mm) nominal sizes. In accordance with meeting or exceeding all industry standard requirements, the screens in these strainers have a minimum of four times (4x) the screened area compared to the opening of pipe in the service line. These strainers also comply with all static pressure ratings as well as high flow test requirements.

Sensus fire service strainers have a v-shaped design for extra strength and durability. The apex of the V faces the incoming flow to present a stronger angled surface that resists infiltration or damage caused by debris in the line that travels at high velocity during full service demand use. The V design also channels random debris to the sides of the strainer body to aid in maintaining open flow paths during critical periods when full service is required.

SUMMARY

Water utility managers should demand strainers for all new large meter installations or replacements as a way to reduce future repair costs and combat premature measurement accuracy problems. Even where water service providers may not pay for new service large meter installations, they should require that proper strainers be included in such settings.

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By establishing a policy of including proper strainers in all large meter installations and periodically inspecting them, water providers will not only ensure better, safer service to their customers, but also reduce the risk of having undetected revenue losses and dealing with premature meter replacement or repair problems.

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Distribution Automation
Lighting Control
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US & Canada

Water Meter Audit Report	Date	City:	Las Vegas
	6/4/2014		

Meter Number	Customer	Address
45661753 AMR 1850515506	Alta Vista Hospital	104 Legion Drive

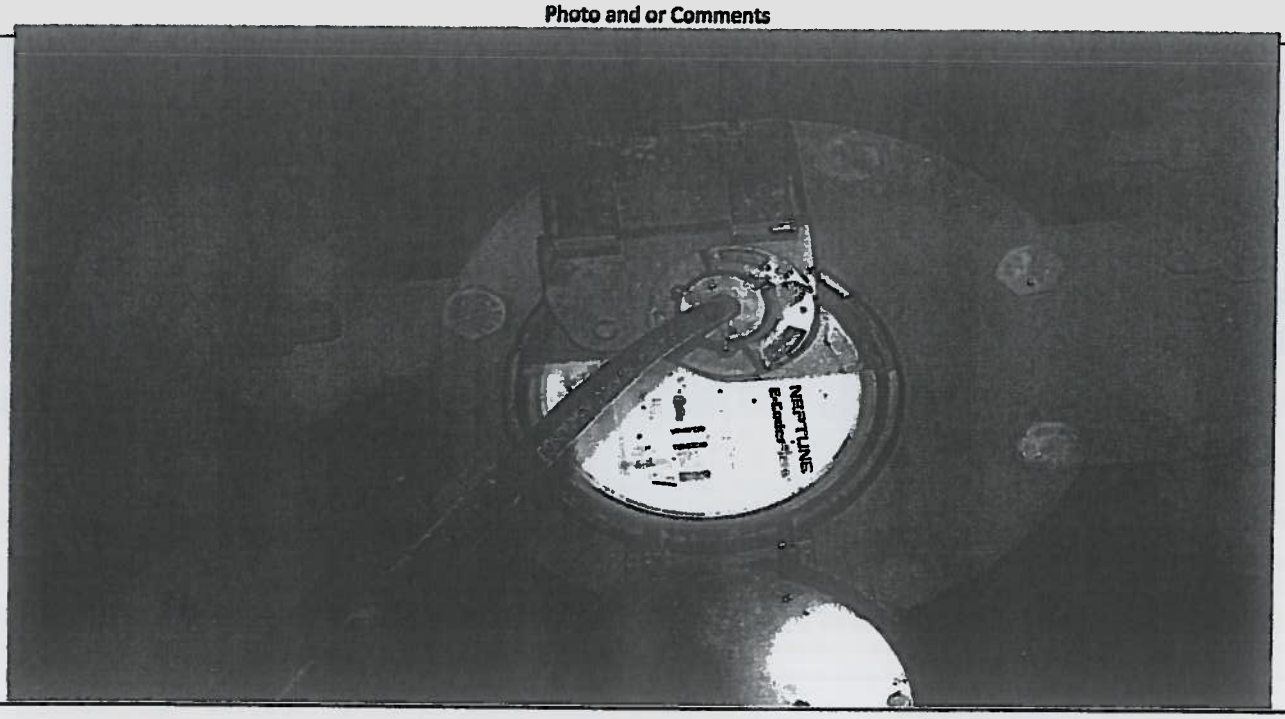
Brand	Type	Size	Pit Condition	1. Good condition 2. No Bypass
Neptune	Turbine (14")	4"		
Register reading	Low Side	High Side	Inlet Valve	30' north of meter
		3327956.10	Outlet Valve	Outlet vales located in building Contact Santana 505-429-8798

Physical Description of Pit Location				
GPS coordination	N	35° 37.464'	W	105° 12.647'

You have to install a bypass on this meter. To test meter you cannot shut off the hospital. Recommendation is to install bypass to change out meters as well as work on meters or to get meters tested.

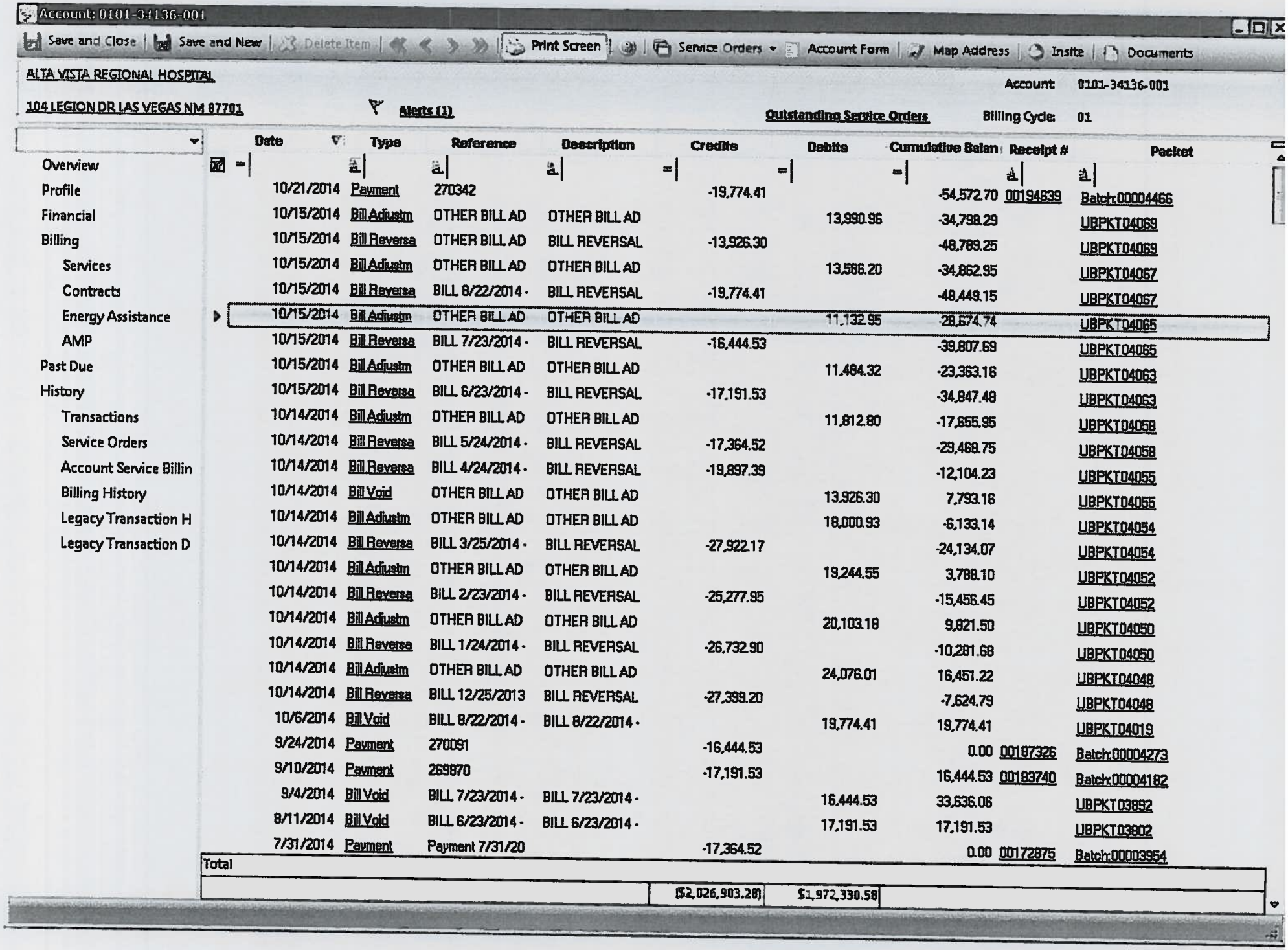
Is this the best meter type for this location?	Absolutely NOT--Should install a Single Jet or Compound meter as soon as possible
	Meter needs to be replaced based on accuracy(losing a minimum of 8 gpm)

Photo and or Comments



Las Vegas 2014--Meter Audit Summary

Meter Number and Location	Meter Type	Correct or Incorrect Meter	Comments	Pit and Valves Comments	Bypass	Testable
70265983 NMHU--1241 9th	4" Turb	No	Possible residential application--Lots of revenue loss below 8 GPM	Good	No	No
70952260 Super 8 Motel	4" Turb	No	Horrible meter for this location--Lots of Revenue loss	Bad--Too Small	No	No
45661753 Alta Vista Hospital	4" Turb	No	Bad Meter for this location--Lots of low flow water revenue being lost	Good	No	No
70148608 LV Schools	6" Comp	No	This is not a good meter for this application: Registers: Lo--4294 Gal High--89,097	Good	No	Yes
7046432 LV Schools	2" Comp	No	This is clearly irrigation only--should install a turbine	Small	Irrig	Yes
70252256 Torres Golf Course	4" Turb	Yes	Excellent choice	Good	Irrig	No
1227746 Casa Allegre	4" Comp	Yes	Meter is old and should be replaced with Single Jet	Bad--Too Small	No	Yes
70209632 NMHU--Residential	4" Comp	Yes	Please note the High and Low flow-- could replace with Single Jet need to locate outlet valve for testing	Bad--Too Small	No	Yes
70253293 United World Coll	6" Turbine	Yes	Excellent choice	Good	No	No
1353543 Townhouse Motel	3" Comp	No	Old style compound, worn out, replace with Single Jet Meter	Good	No	Yes
70191550 NMBIH Meadows	3" Comp	Yes	Fireline bypass meter, could be changed to Single Jet	Good	No	Yes



Account: 0101-34136-001

Save and Close | Save and New | Delete Item | Print Screen | Service Orders | Account Form | Map Address | Insite | Documents

ALTA VISTA REGIONAL HOSPITAL

104 LEGION DR LAS VEGAS NM 87701

Alerts (1)

Outstanding Service Orders

Account: 0101-34136-001

Billing Cycle: 01

- Overview
- Profile
- Financial
- Billing
  - Services
  - Contracts
  - Energy Assistance
  - AMP
- Past Due
- History
  - Transactions
  - Service Orders
  - Account Service Billin
  - Billing History
  - Legacy Transaction H
  - Legacy Transaction D

Date	Type	Reference	Description	Credits	Debits	Cumulative Balan	Receipt #	Packet
10/21/2014	Payment	270342		-19,774.41		-54,572.70	00194639	Batch:00004466
10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		13,990.96	-34,798.29		UBPKT04069
10/15/2014	Bill Reversa	OTHER BILL AD	BILL REVERSAL	-13,926.30		-48,789.25		UBPKT04069
10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		13,586.20	-34,862.95		UBPKT04067
10/15/2014	Bill Reversa	BILL 8/22/2014 -	BILL REVERSAL	-19,774.41		-48,449.15		UBPKT04067
10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,132.95	-28,674.74		UBPKT04065
10/15/2014	Bill Reversa	BILL 7/23/2014 -	BILL REVERSAL	-16,444.53		-39,807.69		UBPKT04065
10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,484.32	-23,363.16		UBPKT04063
10/15/2014	Bill Reversa	BILL 6/23/2014 -	BILL REVERSAL	-17,191.53		-34,847.48		UBPKT04063
10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,812.80	-17,655.95		UBPKT04058
10/14/2014	Bill Reversa	BILL 5/24/2014 -	BILL REVERSAL	-17,364.52		-29,468.75		UBPKT04058
10/14/2014	Bill Reversa	BILL 4/24/2014 -	BILL REVERSAL	-19,897.39		-12,104.23		UBPKT04055
10/14/2014	Bill Void	OTHER BILL AD	OTHER BILL AD		13,926.30	7,793.16		UBPKT04055
10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		18,000.93	-6,133.14		UBPKT04054
10/14/2014	Bill Reversa	BILL 3/25/2014 -	BILL REVERSAL	-27,922.17		-24,134.07		UBPKT04054
10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		19,244.55	3,788.10		UBPKT04052
10/14/2014	Bill Reversa	BILL 2/23/2014 -	BILL REVERSAL	-25,277.95		-15,456.45		UBPKT04052
10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		20,103.18	9,821.50		UBPKT04050
10/14/2014	Bill Reversa	BILL 1/24/2014 -	BILL REVERSAL	-26,732.90		-10,281.68		UBPKT04050
10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		24,076.01	16,451.22		UBPKT04048
10/14/2014	Bill Reversa	BILL 12/25/2013	BILL REVERSAL	-27,399.20		-7,624.79		UBPKT04048
10/6/2014	Bill Void	BILL 8/22/2014 -	BILL 8/22/2014 -		19,774.41	19,774.41		UBPKT04019
9/24/2014	Payment	270091		-16,444.53		0.00	00187326	Batch:00004273
9/10/2014	Payment	269870		-17,191.53		16,444.53	00183740	Batch:00004182
9/4/2014	Bill Void	BILL 7/23/2014 -	BILL 7/23/2014 -		16,444.53	33,636.06		UBPKT03892
8/11/2014	Bill Void	BILL 6/23/2014 -	BILL 6/23/2014 -		17,191.53	17,191.53		UBPKT03802
7/31/2014	Payment	Payment 7/31/20		-17,364.52		0.00	00172875	Batch:00003954
Total				($2,026,903.28)	$1,972,330.58			

City of Las Vegas, NM

Account Billing History Report

0101-34136-001
ALTA VISTA REGIONAL HOSPITAL

Service Address: **104 LEGION DR**

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due
10/15/2014	UBPKT04069	-31,582.25	13,990.96	0.00	0.00	0.00	0.00	0.00	-17,591.29
10/15/2014	UBPKT04067	-37,430.36	13,586.20	0.00	0.00	0.00	0.00	0.00	-23,844.16
10/15/2014	UBPKT04065	-34,100.48	11,132.95	0.00	0.00	0.00	0.00	0.00	-22,967.53
10/14/2014	UBPKT04058	2,409.89	11,812.80	0.00	0.00	0.00	0.00	0.00	14,222.69
10/14/2014	UBPKT04058	2,409.89	11,812.80	0.00	0.00	0.00	0.00	0.00	14,222.69
10/15/2014	UBPKT04063	-34,847.48	11,484.32	0.00	0.00	0.00	0.00	0.00	-23,363.16
10/15/2014	UBPKT04063	-34,847.48	11,484.32	0.00	0.00	0.00	0.00	0.00	-23,363.16

Metered Service Analysis

Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date	Reading
100 - Water	157,520	1,692.48	30	84.62	6/2/2014	78,760
200 - Gas	1,239	9,144.07	30	737.24	6/5/2014	127,851
300 - Sewer	0	1,185.42	30	59.27		0
400 - Sanitation	0	573.40	30	28.67		0
510 - Fire Protection	0	462.66	30	23.13	6/2/2014	10
100 - Water	157,520	1,700.36	30	85.02	9/25/2014	141,768
200 - Gas	1,197	8,829.34	30	711.87	9/25/2014	153,226
300 - Sewer	0	1,246.85	30	62.34		0
400 - Sanitation	0	612.50	30	30.63		0
510 - Fire Protection	0	292.66	30	14.63	9/30/2014	10
100 - Water	157,520	1,700.36	30	85.02	8/26/2014	126,016
200 - Gas	889	6,559.13	30	528.83	8/25/2014	145,604
300 - Sewer	0	1,246.85	30	62.34		0
400 - Sanitation	0	612.50	30	30.63		0
510 - Fire Protection	0	292.66	30	14.63	8/28/2014	10
100 - Water	157,520	1,692.48	30	84.62	6/30/2014	94,512
200 - Gas	966	7,128.42	30	574.73	7/3/2014	134,003
300 - Sewer	0	1,185.42	30	59.27		0
400 - Sanitation	0	573.40	30	28.67		0
510 - Fire Protection	0	462.66	30	23.13	7/3/2014	10
100 - Water	157,520	1,692.48	30	84.62	6/30/2014	94,512
200 - Gas	966	7,128.42	30	574.73	7/3/2014	134,003
300 - Sewer	0	1,185.42	30	59.27		0
400 - Sanitation	0	573.40	30	28.67		0
510 - Fire Protection	0	462.66	30	23.13	7/3/2014	10
100 - Water	157,520	1,700.36	30	85.02	7/29/2014	110,264
200 - Gas	933	6,884.28	30	555.05	7/31/2014	139,944
300 - Sewer	0	1,246.85	30	62.34		0
400 - Sanitation	0	612.50	30	30.63		0
510 - Fire Protection	0	292.66	30	14.63	7/30/2014	10
100 - Water	157,520	1,700.36	30	85.02	7/29/2014	110,264
200 - Gas	933	6,884.28	30	555.05	7/31/2014	139,944
300 - Sewer	0	1,246.85	30	62.34		0
400 - Sanitation	0	612.50	30	30.63		0
510 - Fire Protection	0	292.66	30	14.63	7/30/2014	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis						
										Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date	Reading
10/14/2014	UBPKT04054	-8,147.76	18,000.93	0.00	0.00	0.00	0.00	0.00	9,853.17	100 - Water	157,520	1,692.48	30	84.62	5/6/2014	63,008
										200 - Gas	1,743	12,854.86	30	1,036.42	5/9/2014	119,957
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	5/6/2014	10
10/14/2014	UBPKT04052	-5,503.54	19,244.55	0.00	0.00	0.00	0.00	0.00	13,741.01	100 - Water	157,520	1,456.20	30	72.81	3/31/2014	47,256
										200 - Gas	1,930	14,235.27	30	1,147.72	4/8/2014	108,856
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	4/2/2014	10
10/14/2014	UBPKT04050	-6,958.49	20,069.79	0.00	33.39	0.00	0.00	0.00	13,144.69	100 - Water	157,520	1,456.20	30	72.81	3/3/2014	31,504
										200 - Gas	2,034	14,998.94	30	1,209.29	3/4/2014	96,562
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	3/4/2014	10
10/14/2014	UBPKT04048	-7,624.79	24,076.01	0.00	0.00	0.00	0.00	0.00	16,451.22	100 - Water	157,520	1,456.20	30	72.81	1/29/2014	2,644,854
										200 - Gas	2,537	18,706.26	30	1,508.19	1/29/2014	83,608
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	1/29/2014	10
1/10/2014	UBPKT02465	113.13	11,492.76	0.00	0.00	0.00	0.00	0.00	11,605.89	100 - Water	141,200	1,358.45	30	67.92	1/6/2014	2,485,670
										200 - Gas	981	7,241.82	30	583.87	1/6/2014	67,450
										300 - Sewer	0	1,097.94	30	54.90		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	1/6/2014	10
12/19/2013	UBPKT02376	8,043.02	28,498.28	0.00	0.00	0.00	0.00	0.00	36,541.30	100 - Water	172,600	1,546.53	30	77.33	12/4/2013	2,471,550
										200 - Gas	3,070	22,632.27	30	1,824.73	12/4/2013	61,200
										300 - Sewer	0	1,266.25	30	63.31		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	12/4/2013	10
11/7/2013	UBPKT02236	0.00	8,012.86	0.00	30.16	0.00	0.00	0.00	8,043.02	100 - Water	139,200	1,346.47	30	67.32	10/25/2013	2,454,290
										200 - Gas	547	4,043.61	30	326.02	10/25/2013	41,649
										300 - Sewer	0	1,087.22	30	54.36		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	10/25/2013	10
10/15/2013	UBPKT02142	0.00	11,951.28	0.00	8.03	0.00	0.00	0.00	11,959.31	100 - Water	152,100	1,651.89	30	82.59	9/27/2013	2,440,370
										200 - Gas	1,072	7,324.23	30	590.52	9/27/2013	38,163
										300 - Sewer	0	1,156.37	30	57.82		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	9/27/2013	10
9/10/2013	UBPKT02036	0.00	11,916.04	0.00	14.53	0.00	0.00	0.00	11,930.57	100 - Water	141,600	1,573.24	30	78.66	8/27/2013	2,425,160
										200 - Gas	1,087	7,422.73	30	598.46	8/27/2013	31,332
										300 - Sewer	0	1,100.09	30	55.00		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	8/27/2013	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis						
										Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date	Reading
8/7/2013	UBPKT01927	11,129.99	13,547.32	0.00	11.20	0.00	0.00	0.00	24,688.51	100 - Water	171,600	1,797.94	30	89.90	7/29/2013	2,411,000
										200 - Gas	1,253	8,557.72	30	689.97	7/29/2013	24,409
										300 - Sewer	0	1,260.89	30	63.04		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	7/26/2013	10
7/10/2013	UBPKT01757	0.00	11,129.99	0.00	0.00	0.00	0.00	0.00	11,129.99	100 - Water	151,500	1,221.68	30	61.08	6/25/2013	2,393,840
										200 - Gas	1,018	6,949.47	30	560.30	6/25/2013	16,426
										300 - Sewer	0	1,045.59	30	52.28		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	6/25/2013	10
6/10/2013	UBPKT01543	0.00	15,118.65	0.00	0.79	0.00	0.00	0.00	15,119.44	100 - Water	149,400	1,211.85	30	60.59	5/28/2013	2,378,690
										200 - Gas	1,562	10,659.58	30	859.43	5/28/2013	9,945
										300 - Sewer	0	1,035.82	30	51.79		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	5/28/2013	10
5/10/2013	UBPKT01252	39,323.81	9,905.77	0.00	0.00	0.00	0.00	0.00	49,229.58	100 - Water	113,700	1,044.78	30	52.24	4/26/2013	2,363,750
										200 - Gas	902	6,159.26	30	496.59	4/26/2013	999,999
										300 - Sewer	0	869.82	30	43.49		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	4/26/2013	10
4/18/2013	UBPKT01090	20,101.05	19,222.76	0.00	0.00	0.00	0.00	0.00	39,323.81	100 - Water	148,800	1,069.17	30	53.46	4/5/2013	2,352,380
										200 - Gas	2,139	14,598.83	30	1,177.03	4/5/2013	994,256
										300 - Sewer	0	1,033.03	30	51.65		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	4/5/2013	10
4/4/2013	UBPKT01002	-362.24	20,463.29	0.00	0.00	0.00	0.00	0.00	20,101.05	100 - Water	187,300	1,213.16	30	60.66	3/7/2013	2,337,500
										200 - Gas	2,261	15,432.94	30	1,244.28	3/7/2013	980,631
										300 - Sewer	0	1,212.06	30	60.60		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	2/28/2013	10
2/13/2013	UBPKT00679	-143.82	18,634.97	0.00	0.00	0.00	0.00	0.00	18,491.15	100 - Water	221,300	1,340.32	30	67.02	1/31/2013	2,318,770
										200 - Gas	1,973	13,463.85	30	1,085.52	1/31/2013	966,227
										300 - Sewer	0	1,370.16	30	68.51		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	1/31/2013	10
1/11/2013	UBPKT00651	860.16	17,849.41	0.00	0.00	0.00	0.00	0.00	18,709.57	100 - Water	96,800	874.69	30	43.73	1/4/2013	2,296,640
										200 - Gas	2,015	13,751.87	30	1,108.74	12/31/2012	953,662
										300 - Sewer	0	791.23	30	39.56		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	1/4/2013	10
12/11/2012	UBPKT00228	0.00	16,819.48	0.00	0.00	0.00	0.00	0.00	16,819.48	100 - Water	150,500	1,075.53	30	53.78	11/29/2012	2,286,960
										200 - Gas	1,811	12,360.99	30	996.60	11/29/2012	940,828
										300 - Sewer	0	1,040.94	30	52.05		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	11/29/2012	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due
11/13/2012	UBPKT00133	-646.91	16,045.75	0.00	0.00	0.00	0.00	0.00	15,398.84
Totals for 0101-34136-001:			397,304.24	0.00	98.10	0.00	0.00	0.00	

Metered Service Analysis

Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date	Reading
100 - Water	184,800	957.32	33	47.87	10/29/2012	2,271,910
200 - Gas	1,669	11,394.11	33	918.65	10/29/2012	929,293
300 - Sewer	0	1,200.43	33	60.02		0
400 - Sanitation	0	552.90	33	27.65		0
510 - Fire Protection	1,000	844.57	33	42.23	10/29/2012	10
		370,354.08		26,950.16		

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04048 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	0	415,769	436,369	1	-3,282.84		
ALTA VISTA REGIONAL HOSF	100	Water	2,485,670	2,487,730	20,600	1	0.00		
104 LEGION DR LAS VEGAS N	200	Gas	67,450	83,608	2,536.806	1	-20,214.45		
	300	Sewer			436,369	1	-2,814.05		
** Reversed Bill **	400	Sanitation			1	1	-602.07		
	510	Fire Protection	10	10	0	1	-485.79	Total :	-27,399.20
					Arrears:		-7,624.79		
0101-34136-001	100	Water	0	15,752	157,520	1	1,529.01		
ALTA VISTA REGIONAL HOSF	100	Water	2,629,102	2,629,102	0	1	0.00		
104 LEGION DR LAS VEGAS N	200	Gas	67,450	83,608	2,536.806	1	20,214.45		
	300	Sewer			157,520	1	1,244.69	This Bill:	24,076.01
** Adjusted Bill **	400	Sanitation			1	1	602.07		
	510	Fire Protection	10	10	0	1	485.79		16,451.22

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-1,569.36	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	74.73	
610-0000-520-5641	SALES OR SERVICES	1,494.63	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-1,753.83	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	83.52	
640-0000-520-5641	SALES OR SERVICES	1,670.31	
	640 Total:	0.00	
	Distribution Total:	0.00	

Chapa
10-14-14
10/14/14
V. Miotke
10.14.14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$27,399.20
Due Date	**After Due Date Pay**
3/7/2014	$27,399.20
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

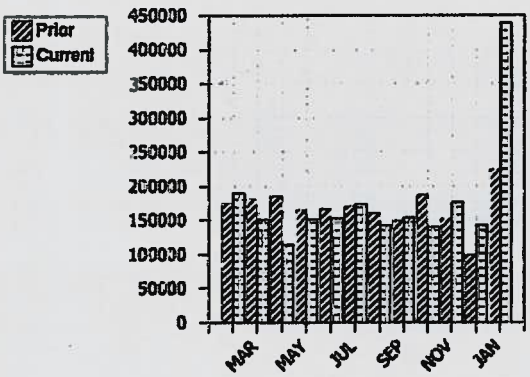
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

0101341360010000027399200000027399202

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	12/25/2013	1/24/2014	30	2/7/2014		3/7/2014



	CURRENT READING	PREVIOUS READING	USAGE
	2,487,730	2,485,670	20,600
	415,769	0	436,369
	83,608	67,450	2,537
	83,608	67,450	2,537
	10	10	0

PREVIOUS BALANCE	$11,605.89
PAYMENTS	$11,605.89-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
METER SWAP # 45661753-A	0.00
GGRT-WATER	156.33
WATER	3,126.51
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	7,661.15
GA-COST OF GAS	11,035.11
GRT-GAS	1,508.19
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	134.00
SEWER	2,680.05
SANITATION	573.40
GGRT-SANITATION	28.67
CURRENT BILL	**$27,399.20**
AMOUNT DUE	**$27,399.20**
AMOUNT DUE AFTER 03/07/2014	$27,399.20

Previous Bill

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$16,451.22
Due Date	**After Due Date Pay**
3/7/2014	$16,451.22
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

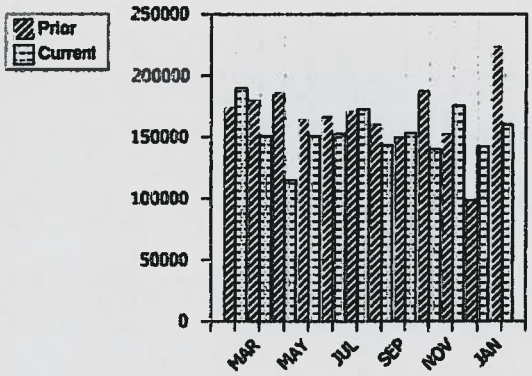
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000164512200000164512228

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	Service Dates From	Service Dates To	Number of Days	Bill Date	Penalty Date	Due Date
Active	12/25/2013	1/24/2014	30	2/7/2014		3/7/2014



CURRENT READING	PREVIOUS READING	USAGE		
2,629,102	2,629,102	0	METER SWAP # 45661753-A	0.00
			GGRT-WATER	72.81
15,752	0	157,520	WATER	1,456.20
			GA-SERVICE FEE	10.00
83,608	67,450	2,537	GA-COST OF SERVICE	7,661.15
83,608	67,450	2,537	GA-COST OF GAS	11,035.11
			GRT-GAS	1,508.19
			GGRT-WATER	23.13
10	10	0	FIRE PROTECTION	462.66
			GGRT-SEWER	59.27
			SEWER	1,185.42
			SANITATION	573.40
			GGRT-SANITATION	28.67
			ADJUSTED BILL	**$24,076.01**
			AMOUNT DUE	**$16,451.22**

PREVIOUS BALANCE	$11,605.89
PAYMENTS	$11,605.89-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$7,624.79-**

AMOUNT DUE AFTER 03/07/2014 $16,451.22

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04050 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	415,769	1,129,590	713,821	1	-5,027.87		
ALTA VISTA REGIONAL HOSP	200	Gas	83,608	96,562	2,033.778	1	-16,208.23		
104 LEGION DR LAS VEGAS N	300	Sewer			713,821	1	-4,375.55		
** Reversed Bill **	400	Sanitation			1	1	-602.07		
	510	Fire Protection	10	10	0	1	-485.79		
	LC	LANDFILL CHARGE			0	0	-33.39	Total :	-26,732.90
					Arrears:		-10,281.68		
0101-34136-001	100	Water	15,752	31,504	157,520	1	1,529.01		
ALTA VISTA REGIONAL HOSP	200	Gas	83,608	96,562	2,033.778	1	16,208.23		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,244.69		
** Adjusted Bill **	400	Sanitation			1	1	602.07	This Bill:	20,103.18
	510	Fire Protection	10	10	0	1	485.79		
	LC	LANDFILL CHARGE			0	0	33.39		9,821.50

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-3,130.86	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	149.09	
610-0000-520-5641	SALES OR SERVICES	2,981.77	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
630-0000-520-5646	TRANSFER STATION FEES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,498.86	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	166.61	
640-0000-520-5641	SALES OR SERVICES	3,332.25	
	640 Total:	0.00	
	Distribution Total:	0.00	

Charge 10-14-14
10/14/14
10:19 AM

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$26,732.90
Due Date	**After Due Date Pay**
4/10/2014	$26,732.90
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

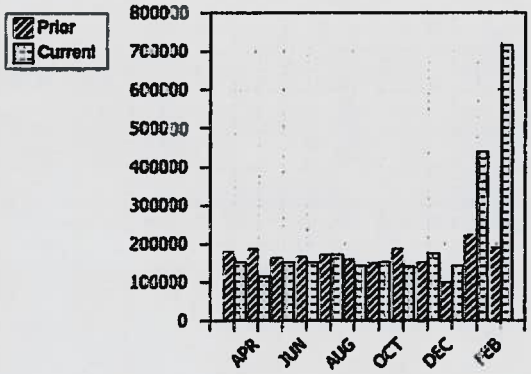
01013413600100000267329000000026732900

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	1/24/2014	2/23/2014	30	3/11/2014		4/10/2014



	CURRENT READING	PREVIOUS READING	USAGE
	1,129,590	415,769	713,821
	96,562	83,608	2,034
	96,562	83,608	2,034
	10	10	0

PREVIOUS BALANCE	$27,399.20
PAYMENTS	$27,399.20-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	239.42
WATER	4,788.45
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	6,142.01
GA-COST OF GAS	8,846.93
GRT-GAS	1,209.29
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	208.36
SEWER	4,167.19
SANITATION	573.40
GGRT-SANITATION	28.67
LANDFILL CHARGE	33.39
CURRENT BILL	**$26,732.90**
AMOUNT DUE	**$26,732.90**
AMOUNT DUE AFTER 04/10/2014	$26,732.90

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$13,144.69
Due Date	**After Due Date Pay**
4/10/2014	$13,144.69
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

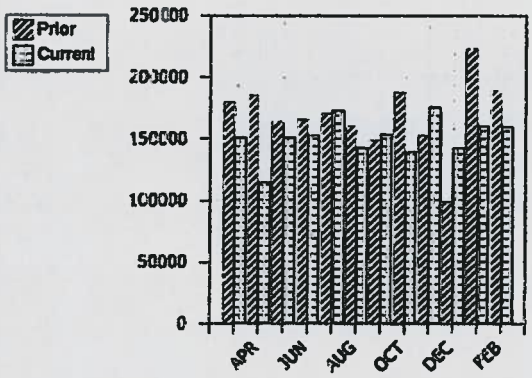
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000098215000000009821508

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	1/24/2014	2/23/2014	30	3/11/2014		4/10/2014



	CURRENT READING	PREVIOUS READING	USAGE
GGRT-WATER			
WATER	31,504	15,752	157,520
GA-SERVICE FEE			
GA-COST OF SERVICE	96,562	83,608	2,034
GA-COST OF GAS	96,562	83,608	2,034
GRT-GAS			
GGRT-WATER			
FIRE PROTECTION	10	10	0
GGRT-SEWER			
SEWER			
SANITATION			
GGRT-SANITATION			
LANDFILL CHARGE			

PREVIOUS BALANCE	$27,399.20
PAYMENTS	$27,399.20-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$6,958.49-**
GGRT-WATER	72.81
WATER	1,456.20
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	6,142.01
GA-COST OF GAS	8,846.93
GRT-GAS	1,209.29
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
LANDFILL CHARGE	33.39
ADJUSTED BILL	**$20,103.18**
AMOUNT DUE	**$13,144.69**
AMOUNT DUE AFTER 04/10/2014	$13,144.69

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04052 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	1,129,590	1,793,373	663,783	1	-4,713.16		
ALTA VISTA REGIONAL HOSF	200	Gas	96,562	108,856	1,930.158	1	-15,382.99		
104 LEGION DR LAS VEGAS N	300	Sewer			663,783	1	-4,093.94		
** Reversed Bill **	400	Sanitation			1	1	-602.07		
	510	Fire Protection	10	10	0	1	-485.79	Total :	-25,277.95
						Arrears:	-15,456.45		
0101-34136-001	100	Water	31,504	47,256	157,520	1	1,529.01		
ALTA VISTA REGIONAL HOSF	200	Gas	96,562	108,856	1,930.158	1	15,382.99		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,244.69		
** Adjusted Bill **	400	Sanitation			1	1	602.07	This Bill:	19,244.55
	510	Fire Protection	10	10	0	1	485.79		
							:		3,788.10

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,849.25	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	135.68	
610-0000-520-5641	SALES OR SERVICES	2,713.57	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,184.15	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	151.63	
640-0000-520-5641	SALES OR SERVICES	3,032.52	
	640 Total:	0.00	
	Distribution Total:	0.00	

C Lopez 10-14-14

10/14/14

10.14.14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$25,244.56
Due Date	**After Due Date Pay**
5/14/2014	$25,244.56
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

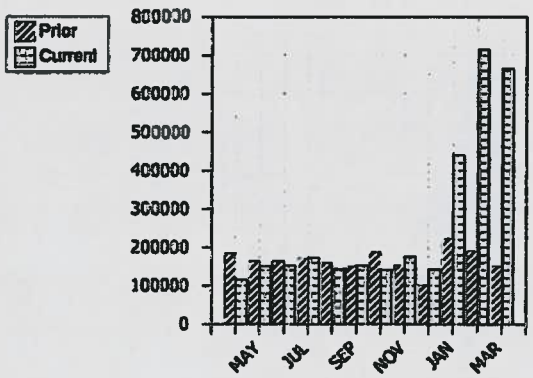
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000252445600000252445 64

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	2/23/2014	3/25/2014	30	4/14/2014		5/14/2014



	CURRENT READING	PREVIOUS READING	USAGE
GGRT-WATER			
WATER	1,793,373	1,129,590	663,783
GA-SERVICE FEE			
GA-COST OF SERVICE	108,856	96,562	1,930
GA-COST OF GAS	108,856	96,562	1,930
GRT-GAS			
GGRT-WATER			
FIRE PROTECTION	10	10	0
GGRT-SEWER			
SEWER			
SANITATION			
GGRT-SANITATION			

PREVIOUS BALANCE	$26,732.90
PAYMENTS	$26,766.29-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	$33.39-
GGRT-WATER	224.44
WATER	4,488.72
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,829.08
GA-COST OF GAS	8,396.19
GRT-GAS	1,147.72
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	194.95
SEWER	3,898.99
SANITATION	573.40
GGRT-SANITATION	28.67
CURRENT BILL	$25,277.95
AMOUNT DUE	$25,244.56
AMOUNT DUE AFTER 05/14/2014	$25,244.56

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$13,741.01
Due Date	**After Due Date Pay**
5/14/2014	$13,741.01
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

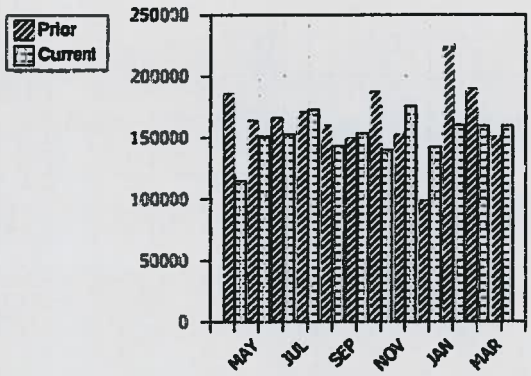
0101341360010000003788100000003788104

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	2/23/2014	3/25/2014	30	4/14/2014		5/14/2014



	CURRENT READING	PREVIOUS READING	USAGE
	47,256	31,504	157,520
	108,856	96,562	1,930
	108,856	96,562	1,930
	10	10	0

PREVIOUS BALANCE	$26,732.90
PAYMENTS	$26,766.29-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	$5,503.54-
GGRT-WATER	72.81
WATER	1,456.20
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,829.08
GA-COST OF GAS	8,396.19
GRT-GAS	1,147.72
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
ADJUSTED BILL	$19,244.55
AMOUNT DUE	$13,741.01
AMOUNT DUE AFTER 05/14/2014	$13,741.01

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04054 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	1,793,373	2,686,207	892,834	1	-7,559.99		
ALTA VISTA REGIONAL HOSF	200	Gas	108,856	119,957	1,742.857	1	-13,891.28		
	300	Sewer			892,834	1	-5,383.04		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	-602.07		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79		
								Total :	-27,922.17
						Arrears:	-24,134.07		
0101-34136-001	100	Water	47,256	63,008	157,520	1	1,777.10		
ALTA VISTA REGIONAL HOSF	200	Gas	108,856	119,957	1,742.857	1	13,891.28		
	300	Sewer			157,520	1	1,244.69		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	602.07	This Bill:	18,000.93
** Adjusted Bill **	510	Fire Protection	10	10	0	1	485.79		
							:		-6,133.14

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-4,138.35	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	197.07	
610-0000-520-5641	SALES OR SERVICES	3,941.28	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-5,782.89	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	275.38	
640-0000-520-5641	SALES OR SERVICES	5,507.51	
	640 Total:	0.00	
	Distribution Total:	0.00	

10-14-14

10/14/14

V. Mirabal 10.14.14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$27,922.17
Due Date	**After Due Date Pay**
6/19/2014	$27,922.17
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

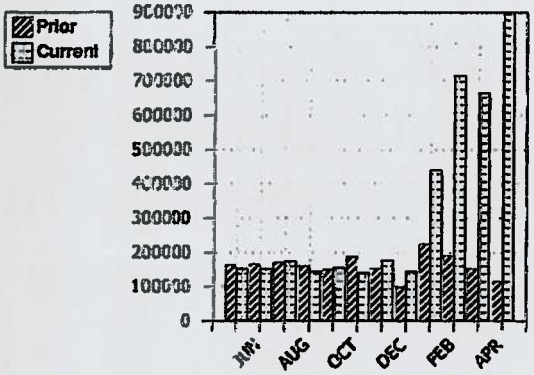
0101341360010000027922170000027922170

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	3/25/2014	4/24/2014	30	5/19/2014		6/19/2014



	CURRENT READING	PREVIOUS READING	USAGE
	2,686,207	1,793,373	892,834
	119,957	108,856	1,743
	119,957	108,856	1,743
	10	10	0

PREVIOUS BALANCE	$25,244.56
PAYMENTS	$25,244.56-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	360.00
WATER	7,199.99
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,263.43
GA-COST OF GAS	7,581.43
GRT-GAS	1,036.42
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	256.34
SEWER	5,126.70
SANITATION	573.40
GGRT-SANITATION	28.67
CURRENT BILL	**$27,922.17**
AMOUNT DUE	**$27,922.17**
AMOUNT DUE AFTER 06/19/2014	$27,922.17

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$9,853.17
Due Date	**After Due Date Pay**
6/19/2014	$9,853.17
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

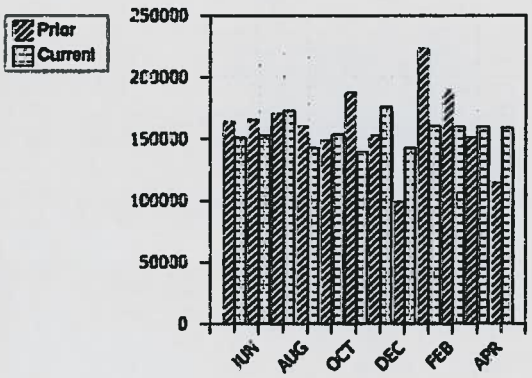
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000000000000000000000000

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	3/25/2014	4/24/2014	30	5/19/2014		6/19/2014



CURRENT READING	PREVIOUS READING	USAGE
63,008	47,256	157,520
119,957	108,856	1,743
119,957	108,856	1,743
10	10	0

PREVIOUS BALANCE	$25,244.56
PAYMENTS	$25,244.56-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$8,147.76-**
GGRT-WATER	84.62
WATER	1,692.48
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,263.43
GA-COST OF GAS	7,581.43
GRT-GAS	1,036.42
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
ADJUSTED BILL	**$18,000.93**
AMOUNT DUE	**$9,853.17**
AMOUNT DUE AFTER 06/19/2014	$9,853.17

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04055 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	2,686,207	3,281,484	595,277	1	-5,219.84		
ALTA VISTA REGIONAL HOSP	200	Gas	119,957	127,851	1,239.358	1	-9,881.31		
	300	Sewer			595,277	1	-3,708.38		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	-602.07		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79		
								Total :	-19,897.39
						Arrears:	-28,030.53		
0101-34136-001	100	Water	63,008	78,760	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSP	200	Gas	119,957	127,851	1,239.358	1	9,881.31		
	300	Sewer			157,520	1	1,309.19		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	643.13	This Bill:	13,926.30
** Adjusted Bill **	510	Fire Protection	10	10	0	1	307.29		
							:		-12,104.23

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,399.19	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	114.25	
610-0000-520-5641	SALES OR SERVICES	2,284.94	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	41.06	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	-1.96	
630-0000-520-5641	SALES OR SERVICES	-39.10	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,612.96	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	172.04	
640-0000-520-5641	SALES OR SERVICES	3,440.92	
	640 Total:	0.00	
	Distribution Total:	0.00	

Changes 10-14-14

10/14/14

V. Wroste 10.14.14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$19,897.39
Due Date	**After Due Date Pay**
7/11/2014	$19,897.39
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

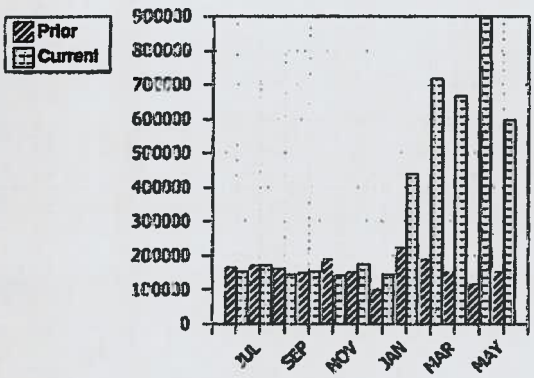
01013413600100000198973900000198973 92

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	4/24/2014	5/24/2014	30	6/11/2014		7/11/2014



CURRENT READING	PREVIOUS READING	USAGE
3,281,484	2,686,207	595,277
127,851	119,957	1,239
127,851	119,957	1,239
10	10	0

PREVIOUS BALANCE	$27,922.17
PAYMENTS	$27,922.17-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	248.56
WATER	4,971.28
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,742.86
GA-COST OF GAS	5,391.21
GRT-GAS	737.24
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	176.59
SEWER	3,531.79
SANITATION	573.40
GGRT-SANITATION	28.67
CURRENT BILL	**$19,897.39**
AMOUNT DUE	**$19,897.39**
AMOUNT DUE AFTER 07/11/2014	$19,897.39

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	CREDIT BALANCE
0101-34136-001	$17,591.29-
Due Date	**After Due Date Pay**
7/11/2014	$17,591.29-
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

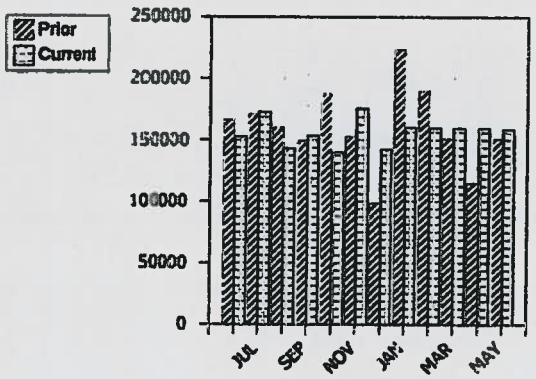
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000000000000000000000000

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	4/24/2014	5/24/2014	30	6/11/2014		7/11/2014



	CURRENT READING	PREVIOUS READING	USAGE
	78,760	63,008	157,520
	127,851	119,957	1,239
	127,851	119,957	1,239
	10	10	0

PREVIOUS BALANCE	$27,922.17
PAYMENTS	$27,922.17-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$31,582.25-**
GGRT-WATER	84.62
WATER	1,692.48
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,742.86
GA-COST OF GAS	5,391.21
GRT-GAS	737.24
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
ADJUSTED BILL	**$13,990.96**
CREDIT BALANCE	**$17,591.29-**
AMOUNT DUE AFTER 07/11/2014	$17,591.29-

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04058 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	3,281,484	3,850,471	568,987	1	-5,013.09		
ALTA VISTA REGIONAL HOSP	200	Gas	127,851	134,003	965.864	1	-7,703.15		
	300	Sewer			568,987	1	-3,560.42		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	-602.07		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79	Total :	-17,364.52
						Arrears:	-29,468.75		
0101-34136-001	100	Water	78,760	94,512	157,520	1	1,777.10		
ALTA VISTA REGIONAL HOSP	200	Gas	127,851	134,003	965.864	1	7,703.15		
	300	Sewer			157,520	1	1,244.69		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	602.07	This Bill:	11,812.80
** Adjusted Bill **	510	Fire Protection	10	10	0	1	485.79		
							:		-17,655.95

General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,315.73	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	110.27	
610-0000-520-5641	SALES OR SERVICES	2,205.46	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,235.99	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	154.10	
640-0000-520-5641	SALES OR SERVICES	3,081.89	
	640 Total:	0.00	
	Distribution Total:	0.00	

Chavez 10-14-14

10/14/14

V. Wilson 10.14.14

905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$17,364.52
Due Date	**After Due Date Pay**
8/8/2014	$17,364.52
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

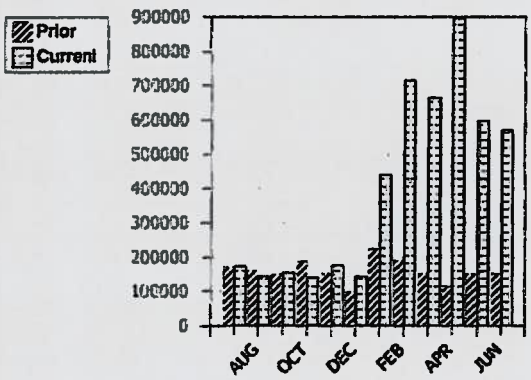
01013413600100000173645200000173645 26

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	5/24/2014	6/23/2014	30	7/8/2014		8/8/2014



	CURRENT READING	PREVIOUS READING	USAGE
	3,850,471	3,281,484	568,987
	134,003	127,851	966
	134,003	127,851	966
	10	10	0

PREVIOUS BALANCE	$19,897.39
PAYMENTS	$19,897.39-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	238.72
WATER	4,774.37
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,916.91
GA-COST OF GAS	4,201.51
GRT-GAS	574.73
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	169.54
SEWER	3,390.88
SANITATION	573.40
GGRT-SANITATION	28.67
CURRENT BILL	**$17,364.52**
AMOUNT DUE	**$17,364.52**
AMOUNT DUE AFTER 08/08/2014	$17,364.52

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$14,222.69
Due Date	**After Due Date Pay**
8/8/2014	$14,222.69
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

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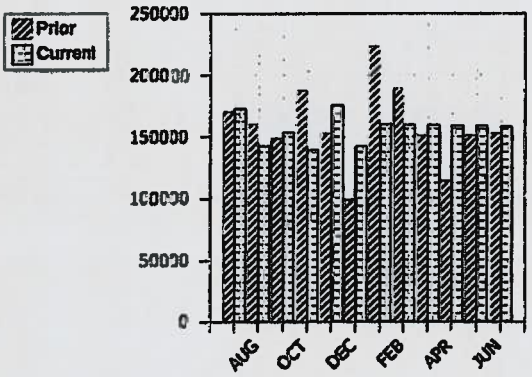
CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	5/24/2014	6/23/2014	30	7/8/2014		8/8/2014



CURRENT READING	PREVIOUS READING	USAGE
94,512	78,760	157,520
134,003	127,851	966
134,003	127,851	966
10	10	0

PREVIOUS BALANCE	$19,897.39
PAYMENTS	$19,897.39-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$2,409.89**
GGRT-WATER	84.62
WATER	1,692.48
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,916.91
GA-COST OF GAS	4,201.51
GRT-GAS	574.73
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
ADJUSTED BILL	**$11,812.80**
AMOUNT DUE	**$14,222.69**
AMOUNT DUE AFTER 08/08/2014	$14,222.69

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04063 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	3,850,471	4,416,977	566,506	1	-5,023.33		
ALTA VISTA REGIONAL HOSF	200	Gas	134,003	139,944	932.737	1	-7,439.33		
104 LEGION DR LAS VEGAS N	300	Sewer			566,506	1	-3,778.45		
** Reversed Bill **	400	Sanitation			1	1	-643.13		
	510	Fire Protection	10	10	0	1	-307.29		
								Total :	-17,191.53
					Arrears:		-34,847.48		
0101-34136-001	100	Water	94,512	110,264	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSF	200	Gas	134,003	139,944	932.737	1	7,439.33		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,309.19		
** Adjusted Bill **	400	Sanitation			1	1	643.13	This Bill:	11,484.32
	510	Fire Protection	10	10	0	1	307.29		
							:		-23,363.16

General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,469.26	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	117.59	
610-0000-520-5641	SALES OR SERVICES	2,351.67	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,237.95	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	154.19	
640-0000-520-5641	SALES OR SERVICES	3,083.76	
	640 Total:	0.00	
	Distribution Total:	0.00	

10-15-14

Chavez 10-15-14

905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$17,191.53
Due Date	**After Due Date Pay**
9/8/2014	$17,191.53
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

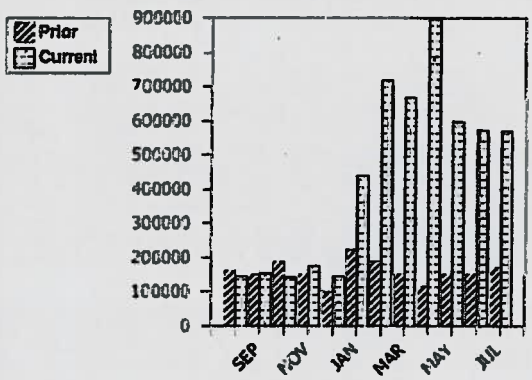
0101341360010000017191530000017191536

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	6/23/2014	7/23/2014	30	8/7/2014		9/8/2014



	CURRENT READING	PREVIOUS READING	USAGE
	4,416,977	3,850,471	566,506
	139,944	134,003	933
	139,944	134,003	933
	10	10	0

PREVIOUS BALANCE	$17,364.52
PAYMENTS	$17,364.52-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	239.21
WATER	4,784.12
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,816.87
GA-COST OF GAS	4,057.41
GRT-GAS	555.05
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	179.93
SEWER	3,598.52
SANITATION	612.50
GGRT-SANITATION	30.63
CURRENT BILL	**$17,191.53**
AMOUNT DUE	**$17,191.53**
AMOUNT DUE AFTER 09/08/2014	$17,191.53

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$14,067.20
Due Date	**After Due Date Pay**
9/8/2014	$14,067.20
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

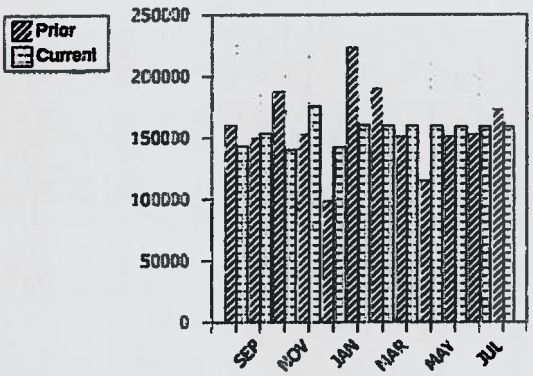
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000000000000000000000000

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	6/23/2014	7/23/2014	30	8/7/2014		9/8/2014



CURRENT READING	PREVIOUS READING	USAGE
110,264	94,512	157,520
139,944	134,003	933
139,944	134,003	933
10	10	0

PREVIOUS BALANCE	$17,364.52
PAYMENTS	$17,364.52-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$2,582.88**
GGRT-WATER	85.02
WATER	1,700.36
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,816.87
GA-COST OF GAS	4,057.41
GRT-GAS	555.05
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	62.34
SEWER	1,246.85
SANITATION	612.50
GGRT-SANITATION	30.63
ADJUSTED BILL	**$11,484.32**
AMOUNT DUE	**$14,067.20**
AMOUNT DUE AFTER 09/08/2014	$14,067.20

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04065 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	4,416,977	4,955,132	538,155	1	-4,798.87		
ALTA VISTA REGIONAL HOSF	200	Gas	139,944	145,604	888.62	1	-7,087.96		
104 LEGION DR LAS VEGAS N	300	Sewer			538,155	1	-3,607.28		
** Reversed Bill **	400	Sanitation			1	1	-643.13		
	510	Fire Protection	10	10	0	1	-307.29		
								Total :	-16,444.53
					Arrears:		-39,807.69		
0101-34136-001	100	Water	110,264	126,016	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSF	200	Gas	139,944	145,604	888.62	1	7,087.96		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,309.19		
** Adjusted Bill **	400	Sanitation			1	1	643.13	This Bill:	11,132.95
	510	Fire Protection	10	10	0	1	307.29		
							:		-28,674.74

General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,298.09	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	109.44	
610-0000-520-5641	SALES OR SERVICES	2,188.65	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,013.49	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	143.50	
640-0000-520-5641	SALES OR SERVICES	2,869.99	
	640 Total:	0.00	
	Distribution Total:	0.00	

C hays 10-15-14

10/15/14

T. Wroste 10.15.14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$33,636.06
Due Date	**After Due Date Pay**
10/6/2014	$33,636.06
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

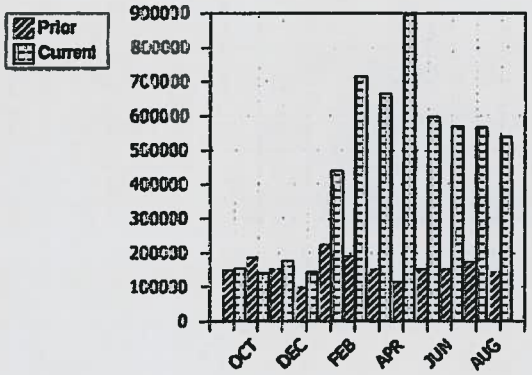
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

0101341360010000033636060000033636066

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	7/23/2014	8/22/2014	30	9/4/2014		10/6/2014



	CURRENT READING	PREVIOUS READING	USAGE
	4,955,132	4,416,977	538,155
	145,604	139,944	889
	145,604	139,944	889
	10	10	0

PREVIOUS BALANCE	$17,191.53
PAYMENTS	$0.00
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$17,191.53**
GGRT-WATER	228.52
WATER	4,570.35
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,683.63
GA-COST OF GAS	3,865.50
GRT-GAS	528.83
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	171.78
SEWER	3,435.50
SANITATION	612.50
GGRT-SANITATION	30.63
CURRENT BILL	**$16,444.53**
AMOUNT DUE	**$33,636.06**
AMOUNT DUE AFTER 10/06/2014	$33,636.06

905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	CREDIT BALANCE
0101-34136-001	$22,967.53-
Due Date	**After Due Date Pay**
10/6/2014	$22,967.53-
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

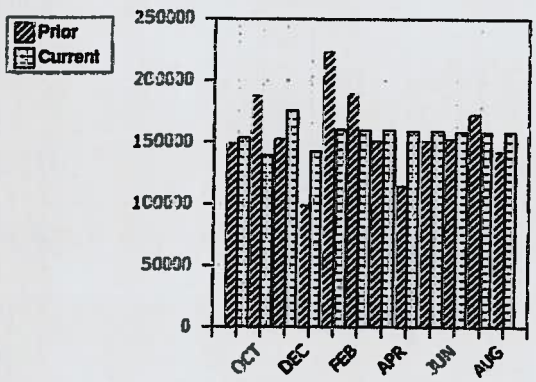
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000000000000000000000000

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	7/23/2014	8/22/2014	30	9/4/2014		10/6/2014



CURRENT READING	PREVIOUS READING	USAGE
126,016	110,264	157,520
145,604	139,944	889
145,604	139,944	889
10	10	0

PREVIOUS BALANCE	$17,191.53
PAYMENTS	$0.00
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$34,100.48-**
GGRT-WATER	85.02
WATER	1,700.36
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,683.63
GA-COST OF GAS	3,865.50
GRT-GAS	528.83
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	62.34
SEWER	1,246.85
SANITATION	612.50
GGRT-SANITATION	30.63
ADJUSTED BILL	**$11,132.95**
CREDIT BALANCE	**$22,967.53-**
AMOUNT DUE AFTER 10/06/2014	$22,967.53-

City of Las Vegas, NM

Bill Adjustment Calculation Register

Billing Adjustment Detail

Packet: UBPKT04067 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	4,955,132	5,556,108	600,976	1	-5,296.22		
ALTA VISTA REGIONAL HOSF	200	Gas	145,604	153,226	1,196.654	1	-9,541.21		
104 LEGION DR LAS VEGAS N	300	Sewer			600,976	1	-3,986.56		
** Reversed Bill **	400	Sanitation			1	1	-643.13		
	510	Fire Protection	10	10	0	1	-307.29		
								Total :	-19,774.41
						Arrears:	-48,449.15		
0101-34136-001	100	Water	126,016	141,768	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSF	200	Gas	145,604	153,226	1,196.654	1	9,541.21		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,309.19		
** Adjusted Bill **	400	Sanitation			1	1	643.13	This Bill:	13,586.20
	510	Fire Protection	10	10	0	1	307.29		
							:		-34,862.95

General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,677.37	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	127.50	
610-0000-520-5641	SALES OR SERVICES	2,549.87	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,510.84	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	167.18	
640-0000-520-5641	SALES OR SERVICES	3,343.66	
	640 Total:	0.00	
	Distribution Total:	0.00	

C Chavez 10-15-14

10/15/14

Finance 10-15-14

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	AMOUNT DUE
0101-34136-001	$19,774.41
Due Date	**After Due Date Pay**
11/5/2014	$19,774.41
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

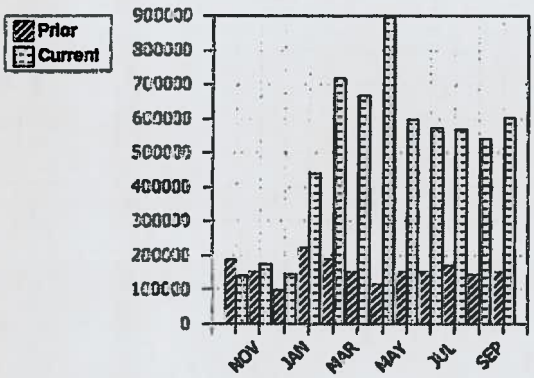
ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

01013413600100000197744100000197744 12

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address			Account Number
ALTA VISTA REGIONAL HOSPITAL			104 LEGION DR			0101-34136-001
Status	**Service Dates**		**Number of Days**	**Bill Date**	**Penalty Date**	**Due Date**
	From	**To**				
Active	8/22/2014	9/21/2014	30	10/6/2014		11/5/2014



CURRENT READING	PREVIOUS READING	USAGE
5,556,108	4,955,132	600,976
153,226	145,604	1,197
153,226	145,604	1,197
10	10	0

PREVIOUS BALANCE	$33,636.06
PAYMENTS	$33,636.06-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
PAST DUE AMOUNT	**$0.00**
GGRT-WATER	252.20
WATER	5,044.02
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,613.90
GA-COST OF GAS	5,205.44
GRT-GAS	711.87
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	189.84
SEWER	3,796.72
SANITATION	612.50
GGRT-SANITATION	30.63
CURRENT BILL	**$19,774.41**
AMOUNT DUE	**$19,774.41**
AMOUNT DUE AFTER 11/05/2014	$19,774.41

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701
(505) 454-3832

Account Number	CREDIT BALANCE
0101-34136-001	$23,844.16-
Due Date	**After Due Date Pay**
11/5/2014	$23,844.16-
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL
104 LEGION DRIVE
LAS VEGAS, NM 87701

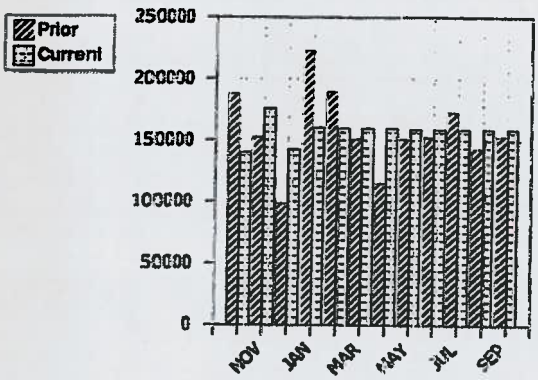
0101341360010000000000000000000000000

CITY OF LAS VEGAS, NM
905 12th St
Las Vegas, NM 87701

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
ALTA VISTA REGIONAL HOSPITAL	104 LEGION DR	0101-34136-001

Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	8/22/2014	9/21/2014	30	10/6/2014		11/5/2014



	CURRENT READING	PREVIOUS READING	USAGE
	141,768	126,016	157,520
	153,226	145,604	1,197
	153,226	145,604	1,197
	10	10	0

PREVIOUS BALANCE	$33,636.06
PAYMENTS	$33,636.06-
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**$37,430.36-**
GGRT-WATER	85.02
WATER	1,700.36
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,613.90
GA-COST OF GAS	5,205.44
GRT-GAS	711.87
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	62.34
SEWER	1,246.85
SANITATION	612.50
GGRT-SANITATION	30.63
ADJUSTED BILL	**$13,586.20**
CREDIT BALANCE	**$23,844.16-**
AMOUNT DUE AFTER 11/05/2014	$23,844.16-

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/28/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Amendment 1 to the URS Contract # 2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

BACKGROUND/RATIONALE: Amendment 1 addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of this amendment is $1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This is amendment 1 to URS contract number 2825-14 with the original pre tax amount of $325,117.20. Engineering firm URS was hired through RFP 101-35.

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-2012

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Raw Water Conveyance **PROJECT NUMBER: UT-WRWC-2014-1**

PROJECT DESCRIPTION: Complete replacement of pipe between the Diversion structure and both Peterson and Bradner reservoirs and reconfiguration and reconstruction of pre-sedimentation basin. The ability of the raw water conveyance system to move water effectively is critical to the viability of the City's water system. Portions of the conveyance system are over 50 years old and their design life is not expected to extend beyond the planning period. Portions of the system should be rehabilitated or replaced. The flow capacities of the system also limit the city's ability to fully use their surface water rights, which is detrimental to the City's water system reliability.

ACTION TIMELINE: Request Approval of URS RWC Amendment 1 **BUDGET LINE ITEM:** *646-0000-650-8764*

Engineers Estimates: Pre-construction Phase: $1,900,000 Bradner RWC Project Construction Phase: $5,000,000
PER Rank: 3

FUNDING SOURCES	
SRF 2910	$ 699,187.55
Capital outlay	$1,203,921.99
SRF 3142	$4,896,558.01
Total Funds	$6,415,027.55

ESTIMATED EXPENDITURES	
Design	$ 699,187.55
Engineering Services	$ 700,000.00
Construction	$5,400,480.00
Total w/ GRT	$6,799,667.55

ACTION	DESCRIPTION	DATE
Loan/Grant	From 2014 Legislature, Grant for $1,203,921.99 From NMFA in the amount of $99,187.55 Project #2910-DW Loan (25%): $164,786.30 Grant (75%): $494,358.90	6/21/13
Authorized Ordinance	City adopted Ordinance No. 13-06 authorizing execution of loan and subsidy agreement	05/15/13
Loan/Subsidy Agreement	City entered into loan/subsidy agreement with NMFA	06/21/13
Document Review	N/A	
RFP 101-35 Advertised	Las Vegas Optic, Albuquerque Journal and City Website	6/7/13 6/8-9/13
RFP 101-35 Opening	Opened at City Hall Number of Proposers: 7	06/25/13
Staff Recommendation	Interviews with Engineers completed	08/02/13
Committee Recommendation	Item discussed at Utility Advisory Committee-recommendation for approval.	11/12/14
Council Approval	Item taken to City Council Worksession for discussion Item taken to City Council for approval	11/12/14
Notice to Proceed	URS SMA	02/19/14 10/31/13
Engineering Services Agreement	URS Raw Water Conveyance Project Agreement	01/14/2014

URS

8181 E. Tufts Ave.
Denver, CO 80237
Tel: 303.694.2770
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

1. **Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is $1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
2. **Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is $479,831.00. See the attached Amendment 1 and the attached project schedule for details.
3. **Amendment 2 – Bradner Enlargement Project Agreement dated August 7, 2013.** Amendment 2 is for the Quarry Test Blast for the rock fill material for the dam shell material. The Agreement did not include a test blast of the potential quarry site since the dam was originally planed be an earthen dam. Through analyses it was determined that a rock fill dam was more suitable for the dam site and more cost effective. The test blast is also required by the USACE 404 permit to assure that the blasting operations will not damage the existing cultural sites on the morada property. The amount of Amendment 2 is $89,000. See the attached Amendment 2 and the attached project schedule for details.

To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

The percentages of Basic Services should be less that 7% or $2,022,000 for the project, based on an estimated construction cost of $28,886,250. URS total Basic Services budget, including the amendments, is $1,914,861 which is 6.62% of estimated construction cost of $28,886,250.

The total planning and design fees for the project, including the amendments, equal $3,946,717 which is 13.7% of the estimated construction cost of $28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,
URS Corporation

Ed A. Toms, PE, Vice President
Project Manager

Attachments – Contract Amendments
Project Schedule

October 28, 2014

Amendment 1
Raw Water Conveyance Project
Additional Engineering Services
Scope of Work, Schedule, and Budget

Project Understanding

URS Corporation (URS) following additional services will be performed by URS under this amendment to the Professional Engineering Agreement (Agreement) dated January 14, 2014. URS understands that based on the desire by the City of Las Vegas, New Mexico (the City) to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir (BR) will be constructed as Phase 2 of this project.

The design and construction package from the original Agreement for Engineering Services combines both the BR and the RWC components as a single project in a single construction document. This Amendment is intended to separate the work for Phase 1 – RWC from the work of Phase 2 – BR, so that the Phase 1 and Phase 2 projects are independent of each other as standalone construction contracts, having different time schedules for implementation. Construction of the Phase 1 – RWC is intended to begin during the winter of 2014 and the Phase 2 – BR is intended to begin during summer of 2015.

The work included under this Amendment for the Phase 1- RWC project includes the following:

- Project Management
- Preparation of Construction Drawings and Specifications for Phase 1 –RWC, using the current combined project 60 percent design documents that were submitted to the City for review as the starting point for Phase 1 – RWC
- Receipt and review of the City's 60 percent review comments and incorporation of those comments and URS' responses into the Phase 1 – RWC project documents
- Completion of the 60 percent design documents for incorporation into Bid Ready documents for Phase 1 – RWC
- Preparation of Drawings, Specifications, and Bid documents for pre-purchase of materials and equipment for Phase 1 – RWC that have long delivery times and therefore, will be purchased by the City in advance of the construction contract bidding
- A new, modular WTP office building at a location as defined by the City and access road from a location defined by the City using Drawings and Specifications for the building provided by the City; procurement of the building; the building foundation, access roadway, and site drainage design by URS will be included in the Phase 1 – RWC construction
- Coordination with the New Mexico Office of the State Engineer for design features of the reservoir emergency drain outlet pipe work that is included in the Phase 1 – RWC project
- Provision of Bidding services for the Phase 1 – RWC pre-purchase material and equipment
- Provision of Submittal Review services for the Phase 1 – RWC pre-purchase manufacturer submittals

- Review of existing geotechnical reports performed previously by others at the WTP and the proposed raw water pipeline control valve vault to determine structural design criteria for the new modular building foundation. URS assumes additional drilling is not required and that the geotechnical information obtained from the drill hole used for the design of the pipeline vault, west of the lagoons, will be adequate
- Provision of Bidding services for the Phase 1 – RWC Contractor bidding
- Provision of Construction Engineering services during Phase 1 – RWC construction, which includes field observation and office engineering services
- Provision of preliminary start-up, testing, commissioning, and operations training services for Phase 1 – RWC

Work not included under this Amendment includes the following:

- Pre-qualification of prospective Contractors for construction of Phase 1 – RWC.
- Modifications to Drawings and Specifications required for coordination and preparation of the Phase 2 – BR construction project (limits of work) are needed to complete the entire work for the RWC system into the BR relative to the Phase 1 – RWC project work of this Amendment.
- Bidding services for the raw water conveyance pipelines included in the Phase 2 project.
- Office Engineering during construction of the Phase 2 project raw water conveyance pipelines.
- An Operations and Maintenance Manual for the Phase 2 project raw water conveyance pipelines.
- Operator Training for both the Phase 1 and Phase 2 projects raw water conveyance pipelines. Operator Training is expected to occur at the end of the Phase 2 project.
- Phase 2 project testing and commissioning.
- No local, state, or federal permits will be obtained for the tasks listed under this amendment.

Scope of Work for Phase 1 — RWC

Task 1 - Project Management

URS will provide project management for the Phase 1 design tasks within the Amendment schedule and budget modification. Project management activities will include contract administration, coordination of URS' design team, implementation of the URS internal quality assurance and quality control processes, including the internal technical review (ITR), budget and schedule control, and communication of project status with the City.

Deliverables:

1. Monthly invoicing and reports.

Task 2 – Drawings and Specifications

This task focuses on the raw water and water supply pipelines and associated concrete vaults that are outside the limits of the Phase 2 – BR construction project as previously described. Drawings and Specifications required to coordinate raw water conveyance pipe and structures for Phase 2 – BR are not included under this Amendment.

Task 2.1 - Phase 1 Construction Documents

- URS' work under this subtask includes the following: Separate and modify the Drawings and Specifications from the current combined RWC and Bradner Reservoir package to create a stand-alone Phase 1 - RWC construction package.
- Eliminate items pertaining to the reservoir from the Phase 1 – RWC construction package so that the Contractor's scope of work is clearly defined.
- Use the "front-end" contract specifications provided by the City for Bidding, Agreement, and the Contract General Conditions.
- Add a 48" Raw Water Supply Pipeline blow-off and access way near the proposed new control valve vault to allow sediment removal from the upstream raw water conveyance pipeline system to the Bradner Reservoir
- Coordination of EMP items of this Amendment Task 3 with the Phase 1 construction Contract Documents for installation of the EMP items by the Phase 1 – RWC general contractor.
- Prepare an updated Engineer's Opinion of Probable Construction Cost for the Phase 1 – RWC project
- Prepare an updated Construction Schedule for the Phase 1 – RWC project

Task 2.2 - Final 100 Percent Complete Documents

This subtask includes modifications to the Drawings and Specifications as required by the City's 95 percent review to result in "Bid Ready" documents. URS' work under this task includes the following:

- Finalize the design drawings to the 100 percent level of completion, ready for bidding.
- Finalize the technical specifications to the 100 percent level of completion, ready for bidding.
- Edit and supplement contract requirements using the City Standard Contract requirements of the Division 0 contract documents section within the Supplemental Special Conditions to address specific project requirements.
- URS will make available bid documents for bidders in our Albuquerque Office.

Assumptions:

- Contractor pre-qualifications are not included.

Deliverables:

- One hard copy set of 11"x17" Preliminary Plan and Profile Drawings, details, and electronic copy of the same Drawings that will be bound into the complete drawing set and delivered to the City.
- One hard copy of Technical Specifications and electronic copy of the same that will be bound into the complete Specifications and delivered to the City.
- One hard copy of the Engineer's Opinion of Probable Cost and electronic copy of the same for compiling into the total project Engineer's Opinion of Cost delivered to the City.
- One hard copy of the Construction Schedule and electronic copy of the same for compiling into the total project Opinion of Cost and delivered to the City.
- Hard and DVD copies available for bidding.

Task 3 – Pre-Purchase Equipment and Material Documents

Equipment and material pre-purchase (EMP) for the Phase 1 – RWC project that have a long delivery time will be purchased by the City in advance of the construction project. The EMP work of this task

includes preparation of equipment and material Drawings, Technical Specifications, bid advertisement for competitive pricing, review of manufacturers' technical and pricing submittals, and recommendation of bid award to the City.

The following equipment and material have been identified for pre-purchase as they usually require long delivery times. EMP items are listed below with their corresponding pre-purchase identifier to allow ease of reference for each EMP package being prepared:

- EMP-1: Buried Ductile Iron Pipe with restrained push-on joints
- EMP-2: Ductile Iron Pipe with flanged joints for interior use in the control valve vault
- EMP-3: Welded Steel Pipe and fittings for direct bury installation for the reservoir drain to the spillway
- EMP-4: Butterfly Control Valves with motor actuators
- EMP-5: Restrained and Flanged Dismantling Couplings inside the valve vaults
- EMP-6: Bonneted Throttling Knife Gate Valve for BR emergency drain to the spillway channel.
- EMP-7: Office Double-Wide Building (Trailer)

Task 3.1 - Prepare Phase 1 EMP Drawings and Specifications

URS will perform the following:

- Prepare individualized Drawings and Specifications for each EMP package list above to identify the specific equipment or material subject to pre-purchase.
- Produce Phase 1 pre-purchase Drawings that will illustrate the limits of the pre-purchase items using specific annotation on the Drawings.
- Prepare individual Technical Specifications that address the material requirements, but do not include Phase 1 construction Contractor requirements.

Task 3.2 - Prepare Phase 1 EMP Bid Documents

URS will perform the following:

- Develop the necessary information relative to EMP bidding using the Agreement and front-end documents provided by the City.
- Prepare the bid form that describes each item to be pre-purchased, including quantities and sizes, for each of the EMP packages listed above. Bid forms that include blank spaces for Unit Cost and Total Cost of each bid item will be provided to the City by URS.
- Prepare a public notice of Advertisement for each EMP package listed above. URS will place the Advertisement which will include newspapers, City Website, and trade sites.
- Notify the named manufacturers to provide them with the pre-purchase bid information in advance of the EMP Advertisement.

Assumptions:

- The City will pay all Advertisement costs.
- Manufacturers will submit their bids directly to the URS.

Task 3.3 – EMP Bid Opening and Bid Evaluation

URS will perform the following:

- Evaluate bids, which will include unit price, total price, delivery time, and submittal

preparation by the manufacturer.

Assumption:

- A copy of each EMP bid that is received by URS will be provided to the City for bid evaluation.

Deliverable:

- A written review with recommendation for award for each EMP package within 5 days of the receipt of each bid by URS from the City.

Task 3.4 – EMP Manufacturer Submittal Review

URS will perform the following:

- Receive Technical Submittals for each EMP package directly from the EMP manufacturers for technical review and comment by URS
- Complete the technical review for each submittal within 10 working days and return the disposition and review comments on the EMP submittal to the EMP manufacturer with a copy to the City
- Subsequent Technical Submittals from the EMP manufacturers will be limited to a total of two separate submittals for each EMP that includes the initial submittal
- URS will be paid by the City for additional review of technical EMP submittals exceeding a total of two submittals. The City will be reimbursed for additional submittal reviews by the EMP manufacturer at a pre-determined price as set forth in the EMP Agreements.

Assumptions:

- Manufacturers shop drawing submittal time and equipment and material delivery time frames shown in the attached schedule.

Deliverables:

- Individual bidding and contract documents for each EMP package listed above.
- Bid review letter of recommendation by URS to the City.
- EMP submittal review comments distributed to the EMP manufacturers and a copy transmitted to the City.
- Inspection of EMP equipment and material delivered to the City for conformance with the EMP Contract requirements.

Task 4 – New Wtp Modular Office Building and Access Roadway

A new modular WTP office building will be included in the Phase 1 – RWC construction project to be located on the eastern side of the eastern most existing sludge lagoon for the WTP site. The building will be used for a construction office during the Phase 1 – RWC construction project and turned over to the City by the Contractor at the end of the project. Construction requirements for the building will be based on Drawings and Specifications provided by the City. A new access roadway with positive drainage will be included in the Phase 1 project.

The City will provide and perform all necessary work associated with utilities that will serve this office building. URS will perform building foundation, access roadway, and associated drainage designs.

The existing modular building for the WTP will remain the property of the City during after construction.

Task 4.1 - Concrete Building Foundation Design

URS' work for this subtask includes:

- Design of a concrete, spread footing, foundation and an interior slab for the new office building
- Include drawings for the new building provided to URS by the City into the Phase 1 construction Drawings Incorporate Specifications for the new building provided to URS by the City, into the Phase 1 construction specifications manual

Assumptions:

- Building dimensions (including connection details) and loads will be provided to URS by the City in the design documents.
- The building will only have bearing locations around the perimeter (no internal columns).
- The specifications for other Phase 1 project concrete work will also be used for the building foundation.
- The foundation will be designed to accommodate utility connections, based on the City's building drawings.
- If any special support is needed, the City will provide URS with the requirements prior to start of foundation design by URS. The foundation design will be required for the double wide trailer for long term use.
- Previously performed soil investigations by others and performed by URS on the WTP site will be used to determine soil properties for the footings, such as bearing capacity, horizontal soil pressures, etc. No additional geotechnical borings will be used for the foundation design parameters. URS opines that there is enough surrounding geotechnical information in proximity to the new building for the design of the building foundation.
- The Contractor will move the old WTP office building to a location defined by the City. The City will keep the existing WTP office building (trailer).

Task 4.2 - Access Roadway and Drainage Design for the New Office Building

URS will:

- Design an asphaltic access roadway, drainage, and parking area adjacent to the new building. The access road and drainage design will include:
  - Drawings for the new access roadway and parking area adjacent to the new WTP building will be included in the Phase 1 - RWC construction Drawings by URS.
  - Cross sectional details of the new WTP office building and parking area will be included in the Phase 1 construction Drawings by URS.
  - Drainage for the access roadway and parking area will be designed by URS using earth grading in the form of drainage ditches and swales. Minimal use of storm culverts or storm pipes will be used.
  - Specifications for the new access roadway and parking area will be included in the Phase 1 specifications manual by URS.

Assumptions:

- Access roadway and parking area dimensional criteria required will be provided to URS by the City
- The City will provide URS with all utility sizes and alignments for URS to illustrate the utility locations on the Phase 1 - RWC construction Drawings so that the Contractor is fully informed of their scope of work and a fully coordinated system can be planned by the Contractor. Concrete slab penetrations will be determined by the Contractor using the building drawings from the City and URS' foundation design.

Deliverables:

- Drawings and Specifications of the new building foundation and access roadway to be included in the overall Phase 1 – RWC construction documents of Task 2 for this Amendment described previously.

Task 5 – Bidding Support Services

Bidding support services under this task include the following work items to be performed by URS:

- Coordinate the advertising and bidding activities for the Phase 1 – RWC project to obtain competitive bids from general contractors to construct the project.
- Print and distribute Phase 1 contract documents to the City. Attend a pre-bid meeting on site that will be conducted by URS. URS will prepare a meeting agenda that will be distributed to all the meeting attendees, URS will record and prepare the meeting minutes for distribution to prospective bidders.
- Answer questions from prospective bidders. Prepare clarifications to the contract documents as necessary distribution to the prospective bidders.
- Address changes to the contract documents with up to two separate written addenda for distribution to prospective bidders by URS.
- Assist the City during bid opening, prepare a bid tabulation, and make an award recommendation for City approval.

Assumptions:

- URS will control the plan holders list of prospective bidders and will keep the City updated with information.
- All bidding questions will come through URS for responses. URS will keep the City informed.
- URS will provide contract documents to the prospective bidders.

Deliverables:

- Pre-bid meeting minutes, to be distributed by URS.
- Project addenda as needed (maximum of two) to be distributed by URS.
- Bid tabulation and recommendation of award.

Task 6 – Office Engineering Support Services During Construction

URS will provide general office engineering services during the Phase 1 – RWC project construction period.

Work items to be performed by URS under this task include the following:

- Schedule, provide an agenda, and conduct a preconstruction conference that includes the

City and the Contractor at the City of Las Vegas Utilities Department office.
  - The purpose of the Preconstruction Conference is to orient all parties on the Engineer's/City's procedures for observing the construction and handling submittals, clarifications, changes, payment, and final acceptance. The preconstruction conference will be one day in length.
  - Prepare minutes of the Preconstruction Conference and distribute to attending parties.
- Prepare Monthly Construction Progress Report for submittal to the City.
- Prepare required funding agencies monthly reports.
- Review contract Change Orders submitted by the Contractor to the City. Provide review comments to the City for their review and acceptance.
- Review and provide comments and recommendations for Contractor costs for Change Orders and review Contractor costs for reasonableness.
- Maintain a Submittal Log and review Contractor submittals and shop drawings. Provide disposition and review comments to the Contractor and the City.
- Maintain a Request for Information (RFI) Log. Record answers to Contractor's formal (written) RFIs and provide other written clarification of the Drawings and Specifications as required.
- Provide office engineer to attend site visit and construction progress meetings once per month for the duration of the Phase 1– RWC construction project.
- Provide URS electrical design engineer to attend four site visits for electrical coordination by URS.
- Design modifications during construction – URS has not included costs for design modifications during construction because we do not know what, or the extent, those modifications would be at this time;
- Provide office engineering review and comments during Contractor testing, start-up and commissioning work to assist the URS field observer and the City.
- Prepare a draft Operations and Maintenance Manual for the Phase 1.
- Prepare Record Drawings using survey and as-construction information provided by the Contractor.

Assumptions:

- Operator training is not included under this Phase 1 due to the amount of time that will occur between completion of the Phase 1 construction and the Phase 2 start-up and commissioning work.

Deliverables:

- Pre-construction meeting minutes with copies distributed to all attendees.
- Monthly Construction Progress Report.
- Submittal log.
- Submittal review comments.
- RFI log.
- RFI responses.
- Change Order log.
- Change Order review comments and recommendation for acceptance or rejection.
- Recommendation of Substantial Completion.

- Recommendation of Final Completion.
- Record Drawings.

Task 7 – Construction Field Observation Services

URS will provide resident field observation services during the Phase 1 construction project. Work items to be performed by URS under this task include the following:

- Provide full time on-site resident observation of the Phase 1 – RWC construction project.
- Prepare daily reports, maintain a file at the field office, and provide copies of the reports to the URS office engineering team and City at the end of each week.
- The URS resident observer will attend daily safety tailgate meetings.
- Prepare agenda, coordinate, and oversee weekly construction meetings and prepare and distribute meeting minutes.
- Track materials, equipment, and personnel on site on a daily basis.
- Aid in coordination between Contractor, Owner, and WTP operations by discussing the design intent with the URS design engineer.
- Confirm that material and construction conforms to the Plans and Specifications.
- Monitor and review the approved construction schedule in accordance with the Construction Document requirements and provide review comments.
- Review Change Orders with URS office engineering team, and City.
- Review subcontractor payment applications.
- Review and recommend acceptance or rejection of Contractor's monthly pay estimate to the City.
- City executes pay applications.
- Coordinate RFIs from Contractors to URS office engineering team.
- Work under existing City, state and OSHA Health and Safety regulations.
- Issue written notices to the Contractor regarding defective work that does not comply with the Contract Documents and provide copies to the City and URS project manager.
- Review and recommend acceptance or rejection of monthly Contractor pay estimates with the URS project manager and the City.
- Monitor Contractor's preparation of mark ups for as-recorded drawings.
- Monitor and record the results of Contractor testing, start-up and commissioning work in accordance with the Contract requirements and make recommendation of acceptance or rejection to the City.
- Prepare a punch list of items to be completed or corrected for Contractor Certificate of Substantial Completion.
- Provide recommendation for preparation of a letter documenting that the work has been completed in compliance with the Construction Plans and Specifications for the City.

Assumptions:

- URS has assumed 55 hour weeks for Construction Observation including two on-site construction resident representatives and an office administrator for records maintenance and word processing work.
- City executes Change Orders.
- City makes acceptance of Contractor Progress Payment Application and makes payments to the Contractor.

Deliverables:

- Daily field Reports.
- Weekly construction progress meeting minutes.
- Notices of construction that is non-compliant with the Contract Documents.
- Records of test results for testing, start-up and commissioning.
- Punch list of items required to be completed for Substantial completion.

Task 8 – Coordination with the New Mexico Office Of The State Engineer

URS' work under this task includes the following:

- Coordinate and review with the New Mexico Office of the State Engineer the design of the Bradner Reservoir emergency drain outlet pipe system that is scheduled to be constructed as part of the Phase 1 – RWC project.

Assumptions:

- This coordination is required as part of the Phase 1 work because the Bradner Reservoir being constructed as Phase 2 will still be under final design during the Phase 1 project.

Schedule

The project schedule is presented on the attached project schedule. The schedule will be adjusted to reflect the actual notice to proceed date. URS does not have control over City and agency reviews and the attached schedule will be modified for actual review periods.

Budget

URS will perform the above scope of work on a Time and Materials with a not to exceed contract. The attached spreadsheet presents the detailed cost breakdown for the work. Work not specifically listed in the above scope of work will be performed under an additional work order. URS will not proceed with additional work until authorized.

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

ATTEST: _____

Type Name _____

Title _____

Date _____

ATTEST: _____

Type Name _____

Title _____

Date _____

OWNER: City of Las Vegas

By _____

Type Name _____

Title _____

Date _____

ENGINEER: URS Corporation

By _____

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

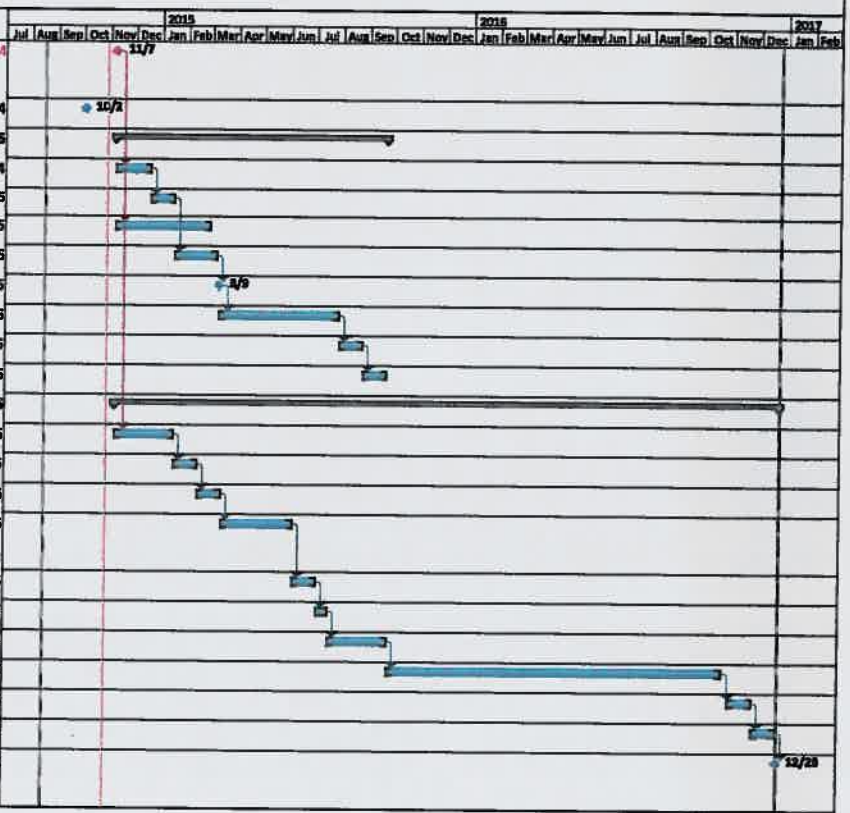
Date October 26, 2014

URS

Brandner Reservoir Enlargement Project
Phase 1 - Raw Water Conveyance
Phase 2 - Reservoir
Schedule in working days

City of Las Vegas, New Mexico

ID	Task Name	Duration	Start	Finish
1	Assumed NTP For Phasing (Based on Approval of Amendments)	0 days	Fri 11/7/14	Fri 11/7/14
2	Obtain USACE 404 Permit	0 days	Thu 10/2/14	Thu 10/2/14
3	Phase 1 - RWC Project	227 days	Fri 11/7/14	Mon 9/21/15
4	Phase 1 - Design	6 wks	Fri 11/7/14	Thu 12/18/14
5	City and NMFA Review Period	1 mon	Fri 12/19/14	Thu 1/15/15
6	Pre-Purchase	4 mons	Fri 11/7/14	Thu 2/26/15
7	Bidding Phase	7.2 wks	Fri 1/16/15	Fri 3/6/15
8	Contractor NTP	0 mons	Mon 3/9/15	Mon 3/9/15
9	Construction	5.05 mons	Mon 3/9/15	Mon 7/27/15
10	Preliminary Startup	1 mon	Tue 7/28/15	Mon 8/24/15
11	Project Close Out Documents	1 mon	Tue 8/25/15	Mon 9/21/15
12	Phase 2 - Reservoir Project	555 days	Fri 11/7/14	Fri 12/23/16
13	90% Level Design	2.5 mons	Fri 11/7/14	Thu 1/15/15
14	City, OSE, and NMED Reviews	1 mon	Fri 1/16/15	Thu 2/12/15
15	100% Level Design	1 mon	Fri 2/13/15	Thu 3/12/15
16	OSE Approval, City and NMED Reviews	3 mons	Fri 3/13/15	Thu 6/4/15
17	Address Comments, Obtain Permit	1 mon	Fri 6/5/15	Thu 7/2/15
18	Prepare Bid Ready Documents	2 wks	Fri 7/3/15	Thu 7/16/15
19	Bid Reservoir and RWC	2.5 mons	Fri 7/17/15	Thu 9/24/15
20	Construct Reservoir and RWC	14 mons	Fri 9/25/15	Thu 10/20/16
21	Final Startup	1 mon	Fri 10/28/16	Thu 11/24/16
22	Project Close Out Documents	1 mon	Fri 11/25/16	Thu 12/22/16
23	Start Reservoir filling and monitoring Program	0 days	Fri 12/23/16	Fri 12/23/16



URS Corporation

Tue 10/28/14

Total Budget Estimate

Labor	Total Hours	Rate	Unit	Task 1: Project Management	Task 2: Phase 1 Drawings and Specifications	Task 3: Phase 1 Material Pre Purchase	Task 4: New WTP Modular Office Building and Access Roadway	Task 5: Bidding Services	Task 6: Office Engineering Support Services	Task 7: Field Construction Administration	Task 8: Coordination with State Engineer	Grand Total
				Hours								
Assistant/Support Staff 1		$45	$/hr									
Assistant/Support Staff 2	80	$58	$/hr	80								$4,640
Assistant/Support Staff 3	398	$65	$/hr			160		68	120			$25,870
Assistant/Support Staff 4	760	$74	$/hr							760		$56,240
Assistant/Support Staff 5	380	$78	$/hr	160	200		20					$29,640
Assistant/Support Staff 6		$91	$/hr									
Assistant/Support Staff 7		$105	$/hr									
Assistant/Support Staff 8	284	$115	$/hr		100		64		120			$32,660
Assistant/Support Staff 9		$130	$/hr									
Assistant/Support Staff 10		$145	$/hr									
Staff 1	80	$62	$/hr						80			$4,960
Staff 2	390	$94	$/hr			204		32	154			$36,613
Staff 3	120	$89	$/hr				40		80			$10,680
Staff 4	1499	$93	$/hr							1499		$139,407
Project 1	1419	$130	$/hr							1419		$184,470
Project 2	1723	$137	$/hr		140	542	49	126	507	160		$236,051
Project 3		$144	$/hr									
Project 4	410	$155	$/hr							410		$63,550
Consultant 1	60	$130	$/hr						60			$7,800
Consultant 2	314	$166	$/hr	40	60	138	16	12	48			$52,124
Consultant 3	8	$174	$/hr				8					$1,392
Consultant 4		$210	$/hr									
Principal 1	704	$210	$/hr	160	60	60		48	96	240	40	$147,840
Principal 2		$210	$/hr									
Principal 3		$210	$/hr									
Principal 4		$210	$/hr									
Labor Subtotal	5,629			$57,360	$63,840	$139,338	$23,104	$36,762	$106,746	$543,387	$8,400	$1,033,937
Communication Markup		3%		$1,721	$2,065	$4,180	$693	$1,103	$4,702	$16,302	$252	$31,018
Labor Total				$59,081	$70,905	$143,518	$23,797	$37,865	$161,448	$559,689	$8,652	$1,064,955
Other Direct Costs	*No. Units*	*Rate*	*Unit*				*Number*					*Grand Total*
Airfare	13	$400	Round Trip	5	2	2		2	2			$5,200
Rental Vehicles	44	$80	Day	10	4	4		4	6	16		$3,520
Lodging	44	$110	Night	10	4	4		4	6	16		$4,840
Meals	363	$60	Day	10	4	4		4	6	335		$21,786
Parking Fees	38	$30	Day	10	4	4		4		16		$1,140
Field Supplies		$20	Each									
Miscellaneous	6	$1,000	Each						0	6		$6,250
Long Term Truck Rental	11	$1,500	Month							11		$16,500
Long Term Lodging	11	$1,700	Month							11		$18,700
Other Direct Costs Subtotal				$4,800	$1,920	$1,920	$0	$1,920	$2,580	$64,526	$0	$77,956
Other Direct Costs Markup		3%		$144	$58	$58	$0	$53	$77	$1,945	$0	$2,338
Mileage		0.55	Miles									
Mileage Subtotal				$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$4,944	$1,978	$1,978	$0	$1,978	$2,657	$66,771	$0	$80,294
Subcontracts		*Rate*	*Unit*				*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0	$0	$0	$0
GRAND TOTAL				$64,025	$72,883	$145,496	$23,797	$39,843	$164,075	$626,459	$8,652	$1,145,229

Summary of Costs -	Decription	Budget	% of Total
	Project Management	$64,025	5.6%
	Phase 1 Contract Documents	$72,883	6.4%
	Pre Purchase Services	$145,496	12.7%
	Construction Engineering and Observation Services	$862,826	75.3%
	TOTAL	$1,145,229	

Task 1: Project Management
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 1.1 Project Management			
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*			*Grand Total*
Assistant/Support Staff 1		$45	$/hr				
Assistant/Support Staff 2	80	$58	$/hr	80			$4,640
Assistant/Support Staff 3		$65	$/hr				
Assistant/Support Staff 4		$74	$/hr				
Assistant/Support Staff 5	160	$78	$/hr	160			$12,480
Assistant/Support Staff 6		$91	$/hr				
Assistant/Support Staff 7		$105	$/hr				
Assistant/Support Staff 8		$115	$/hr				
Assistant/Support Staff 9		$130	$/hr				
Assistant/Support Staff 10		$145	$/hr				
Staff 1		$62	$/hr				
Staff 2		$94	$/hr				
Staff 3		$89	$/hr				
Staff 4		$93	$/hr				
Project 1		$130	$/hr				
Project 2		$137	$/hr				
Project 3		$144	$/hr				
Project 4		$155	$/hr				
Consultant 1		$130	$/hr				
Consultant 2	40	$166	$/hr	40			$6,640
Consultant 3		$174	$/hr				
Consultant 4		$200	$/hr				
Principal 1	160	$210	$/hr	160			$33,600
Principal 2		$210	$/hr				
Principal 3		$210	$/hr				
Principal 4		$210	$/hr				
Labor Subtotal	440			$57,360	$0	$0	$57,360
Communication Markup		3%		$1,721	$0	$0	$1,721
Labor Total				$59,081	$0	$0	$59,081
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*			*Grand Total*
Airfare	5	$400	Round Trip	5			$2,000
Rental Vehicles	10	$80	Day	10			$800
Lodging	10	$110	Night	10			$1,100
Meals	10	$60	Day	10			$600
Parking Fees	10	$30	Day	10			$300
Field Supplies		$20	Each				
Miscellaneous		$1,000	Each				
Long Term Truck Rental		$1,500	Month				
Long Term Lodging		$1,700	Month				
Other Direct Costs Subtotal				$4,800	$0	$0	$4,800
Other Direct Costs Markup		3%		$144	$0	$0	$144
Mileage		0.55	Miles				
Mileage Subtotal				$0	$0	$0	$0
Other Direct Costs Total				$4,944	$0	$0	$4,944
Subcontracts		*Rate*	*Unit*	*Cost*			*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0
GRAND TOTAL				$64,025	$0	$0	$64,025

Task 2: Phase 1 Drawings and Specifications
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 2.1 Prepare Drawings and Specifications				
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*				*Grand Total*
Assistant/Support Staff 1		$45	$/hr					
Assistant/Support Staff 2		$58	$/hr					
Assistant/Support Staff 3		$65	$/hr					
Assistant/Support Staff 4		$74	$/hr					
Assistant/Support Staff 5	200	$78	$/hr	200				$15,600
Assistant/Support Staff 6		$91	$/hr					
Assistant/Support Staff 7		$105	$/hr					
Assistant/Support Staff 8	100	$115	$/hr	100				$11,500
Assistant/Support Staff 9		$130	$/hr					
Assistant/Support Staff 10		$145	$/hr					
Staff 1		$62	$/hr					
Staff 2		$94	$/hr					
Staff 3		$89	$/hr					
Staff 4		$93	$/hr					
Project 1		$130	$/hr					
Project 2	140	$137	$/hr	140				$19,180
Project 3		$144	$/hr					
Project 4		$155	$/hr					
Consultant 1		$130	$/hr					
Consultant 2	60	$166	$/hr	60				$9,960
Consultant 3		$174	$/hr					
Consultant 4		$200	$/hr					
Principal 1	60	$210	$/hr	60				$12,600
Principal 2		$210	$/hr					
Principal 3		$210	$/hr					
Principal 4		$210	$/hr					
Labor Subtotal	560			$68,840	$0	$0	$0	$68,840
Communication Markup		3%		$2,065	$0	$0	$0	$2,065
Labor Total				$70,905	$0	$0	$0	$70,905
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*				*Grand Total*
Airfare	2	$400	Round Trip	2				$800
Rental Vehicles	4	$80	Day	4				$320
Lodging	4	$110	Night	4				$440
Meals	4	$60	Day	4				$240
Parking Fees	4	$30	Day	4				$120
Field Supplies		$20	Each					
Miscellaneous		$1,000	Each					
Long Term Truck Rental		$1,500	Month					
Long Term Lodging		$1,700	Month					
Other Direct Costs Subtotal				$1,920	$0	$0	$0	$1,920
Other Direct Costs Markup		3%		$58	$0	$0	$0	$58
Mileage		0.55	Miles					
Mileage Subtotal				$0	$0	$0	$0	$0
Other Direct Costs Total				$1,978	$0	$0	$0	$1,978
Subcontracts		*Rate*	*Unit*	*Cost*				*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0
GRAND TOTAL				$72,883	$0	$0	$0	$72,883

Task 3: Phase 1 Material Pre Purchase Budget Estimate

Note: Blue numbers are calculated by spreadsheet. Input into grey cells.

				TASK 3.1 Prepare Phase 1 EMP Dwgs and Specs	TASK 3.2 Prepare Phase 1 EMP Bid Docs	TASK 3.3 EMP Bid Opening Bid Evaluation	TASK 3.4 EMP Manufacturer Submittal Review	
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*				*Grand Total*
Assistant/Support Staff 1		$45	$/hr					
Assistant/Support Staff 2		$58	$/hr					
Assistant/Support Staff 3	160	$65	$/hr	40	40	40	40	$10,400
Assistant/Support Staff 4		$74	$/hr					
Assistant/Support Staff 5		$78	$/hr					
Assistant/Support Staff 6		$91	$/hr					
Assistant/Support Staff 7		$105	$/hr					
Assistant/Support Staff 8		$115	$/hr					
Assistant/Support Staff 9		$130	$/hr					
Assistant/Support Staff 10		$145	$/hr					
Staff 1		$62	$/hr					
Staff 2	204	$94	$/hr	80	40	24	60	$19,176
Staff 3		$89	$/hr					
Staff 4		$93	$/hr					
Project 1		$130	$/hr					
Project 2	542	$137	$/hr	80	170	112	180	$74,254
Project 3		$144	$/hr					
Project 4		$155	$/hr					
Consultant 1		$130	$/hr					
Consultant 2	138	$166	$/hr	16	56	42	24	$22,908
Consultant 3		$174	$/hr					
Consultant 4		$200	$/hr					
Principal 1	60	$210	$/hr	20	20	20		$12,600
Principal 2		$210	$/hr					
Principal 3		$210	$/hr					
Principal 4		$210	$/hr					
Labor Subtotal	1,104			$27,936	$43,146	$31,372	$36,884	$139,338
Communication Markup		3%		$838	$1,294	$941	$1,107	$4,180
Labor Total				$28,774	$44,440	$32,313	$37,991	$143,518
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*				*Grand Total*
Airfare	2	$400	Round Trip	2				$800
Rental Vehicles	4	$80	Day	4				$320
Lodging	4	$110	Night	4				$440
Meals	4	$60	Day	4				$240
Parking Fees	4	$30	Day	4				$120
Field Supplies		$20	Each					
Miscellaneous		$1,000	Each					
Long Term Truck Rental		$1,500	Month					
Long Term Lodging		$1,700	Month					
Other Direct Costs Subtotal				$1,920	$0	$0	$0	$1,920
Other Direct Costs Markup		3%		$58	$0	$0	$0	$58
Mileage		0.55	Miles					
Mileage Subtotal				$0	$0	$0	$0	$0
Other Direct Costs Total				$1,978	$0	$0	$0	$1,978
Subcontracts		*Rate*	*Unit*	*Cost*				*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0
GRAND TOTAL				$30,752	$44,440	$32,313	$37,991	$145,496

Task 4: New WTP Modular Office Building and Access Roadway
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 4.1 Concrete Building Foundation Design	TASK 4.2 Access Roadway and Drainage for new Office Building				
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*					*Grand Total*
Assistant/Support Staff 1		$45	$/hr						
Assistant/Support Staff 2		$58	$/hr						
Assistant/Support Staff 3		$65	$/hr						
Assistant/Support Staff 4		$74	$/hr						
Assistant/Support Staff 5	20	$78	$/hr	20					$1,560
Assistant/Support Staff 6		$91	$/hr						
Assistant/Support Staff 7		$105	$/hr						
Assistant/Support Staff 8	64	$115	$/hr	40	24				$7,360
Assistant/Support Staff 9		$130	$/hr						
Assistant/Support Staff 10		$145	$/hr						
Staff 1		$62	$/hr						
Staff 2		$94	$/hr						
Staff 3	40	$89	$/hr	40					$3,560
Staff 4		$93	$/hr						
Project 1		$130	$/hr						
Project 2	48	$137	$/hr	8	40				$6,576
Project 3		$144	$/hr						
Project 4		$155	$/hr						
Consultant 1		$130	$/hr						
Consultant 2	16	$166	$/hr		16				$2,656
Consultant 3	8	$174	$/hr	8					$1,392
Consultant 4		$200	$/hr						
Principal 1		$210	$/hr						
Principal 2		$210	$/hr						
Principal 3		$210	$/hr						
Principal 4		$210	$/hr						
Labor Subtotal	196			$12,208	$10,896	$0	$0	$0	$23,104
Communication Markup		3%		$366	$327	$0	$0	$0	$693
Labor Total				$12,574	$11,223	$0	$0	$0	$23,797
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*					*Grand Total*
Airfare		$400	Round Trip						
Rental Vehicles		$80	Day						
Lodging		$110	Night						
Meals		$60	Day						
Parking Fees		$30	Day						
Field Supplies		$20	Each						
Miscellaneous		$1,000	Each						
Long Term Truck Rental		$1,500	Month						
Long Term Lodging		$1,700	Month						
Other Direct Costs Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Markup		3%		$0	$0	$0	$0	$0	$0
Mileage		0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$0	$0	$0	$0	$0	$0
Subcontracts		*Rate*	*Unit*	*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$12,574	$11,223	$0	$0	$0	$23,797

Task 5; Bidding Services
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 5.1 Pre Bid Meeting	TASK 5.2 Bidding Coordination Addendums	TASK 5.3 Bid Opening Bid Summary	TASK 5.4 Bid Award recommendation		
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*					*Grand Total*
Assistant/Support Staff 1		$45	$/hr						
Assistant/Support Staff 2		$58	$/hr						
Assistant/Support Staff 3	68	$65	$/hr	20	20	20	8		$4,420
Assistant/Support Staff 4		$74	$/hr						
Assistant/Support Staff 5		$78	$/hr						
Assistant/Support Staff 6		$91	$/hr						
Assistant/Support Staff 7		$105	$/hr						
Assistant/Support Staff 8		$115	$/hr						
Assistant/Support Staff 9		$130	$/hr						
Assistant/Support Staff 10		$145	$/hr						
Staff 1		$62	$/hr						
Staff 2	32	$94	$/hr		16	16			$3,008
Staff 3		$89	$/hr						
Staff 4		$93	$/hr						
Project 1		$130	$/hr						
Project 2	126	$137	$/hr	20	60	30	16		$17,262
Project 3		$144	$/hr						
Project 4		$155	$/hr						
Consultant 1		$130	$/hr						
Consultant 2	12	$166	$/hr		6		6		$1,992
Consultant 3		$174	$/hr						
Consultant 4		$200	$/hr						
Principal 1	48	$210	$/hr	40		4	4		$10,080
Principal 2		$210	$/hr						
Principal 3		$210	$/hr						
Principal 4		$210	$/hr						
Labor Subtotal	286			$12,440	$12,020	$7,754	$4,548	$0	$36,762
Communication Markup		3%		$373	$361	$233	$136	$0	$1,103
Labor Total				$12,813	$12,381	$7,987	$4,684	$0	$37,865
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*					*Grand Total*
Airfare	2	$400	Round Trip	2					$800
Rental Vehicles	4	$80	Day	4					$320
Lodging	4	$110	Night	4					$440
Meals	4	$60	Day	4					$240
Parking Fees	4	$30	Day	4					$120
Field Supplies		$20	Each						
Miscellaneous		$1,000	Each						
Long Term Truck Rental		$1,500	Month						
Long Term Lodging		$1,700	Month						
Other Direct Costs Subtotal				$1,920	$0	$0	$0	$0	$1,920
Other Direct Costs Markup		3%		$58	$0	$0	$0	$0	$58
Mileage		0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$1,978	$0	$0	$0	$0	$1,978
Subcontracts		*Rate*	*Unit*	*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$14,791	$12,381	$7,987	$4,684	$0	$39,842

Task 6: Office Engineering Support Services
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 6.1 Pre Construction meeting	TASK 6.2 Submittal Review	TASK 6.3 RFI Review	TASK 6.4 Weekly Conf Calls, On Site One per Month	TASK 6.5 Record Drawings	
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*					*Grand Total*
Assistant/Support Staff 1		$45	$/hr						
Assistant/Support Staff 2		$58	$/hr						
Assistant/Support Staff 3	170	$65	$/hr	20	20	40	80	10	$11,050
Assistant/Support Staff 4		$74	$/hr						
Assistant/Support Staff 5		$78	$/hr						
Assistant/Support Staff 6		$91	$/hr						
Assistant/Support Staff 7		$105	$/hr						
Assistant/Support Staff 8	120	$115	$/hr					120	$13,800
Assistant/Support Staff 9		$130	$/hr						
Assistant/Support Staff 10		$145	$/hr						
Staff 1	80	$62	$/hr		80				$4,960
Staff 2	154	$94	$/hr		60	40	54		$14,429
Staff 3	80	$89	$/hr		40	40			$7,120
Staff 4		$93	$/hr						
Project 1		$130	$/hr						
Project 2	507	$137	$/hr	24	160	160	123	40	$69,459
Project 3		$144	$/hr						
Project 4		$155	$/hr						
Consultant 1	60	$130	$/hr		30	30			$7,800
Consultant 2	48	$166	$/hr				48		$7,968
Consultant 3		$174	$/hr						
Consultant 4		$200	$/hr						
Principal 1	96	$210	$/hr	20	8	8	40	20	$20,160
Principal 2		$210	$/hr						
Principal 3		$210	$/hr						
Principal 4		$210	$/hr						
Labor Subtotal	1,315			$8,788	$42,960	$37,420	$43,448	$24,130	$156,746
Communication Markup		3%		$264	$1,289	$1,123	$1,303	$724	$4,702
Labor Total				$9,052	$44,249	$38,543	$44,751	$24,854	$161,448
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*					*Grand Total*
Airfare	2	$400	Round Trip	2					$800
Rental Vehicles	6	$80	Day	6					$480
Lodging	6	$110	Night	6					$660
Meals	6	$60	Day	6					$360
Parking Fees		$30	Day						
Field Supplies		$20	Each						
Miscellaneous	1	$1,000	Each	0.25					$250
Long Term Truck Rental		$1,500	Month						
Long Term Lodging		$1,700	Month						
Other Direct Costs Subtotal				$2,550	$0	$0	$0	$0	$2,550
Other Direct Costs Markup		3%		$77	$0	$0	$0	$0	$77
Mileage		0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$2,627	$0	$0	$0	$0	$2,627
Subcontracts		*Rate*	*Unit*	*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$11,678	$44,249	$38,543	$44,751	$24,854	$164,075

Task 7: Field Construction Administration
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 7.1 Full Time Observation	Preliminary Startup	Close Out Documents			
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*					*Grand Total*
Assistant/Support Staff 1		$45	$/hr						
Assistant/Support Staff 2		$58	$/hr						
Assistant/Support Staff 3		$65	$/hr						
Assistant/Support Staff 4	760	$74	$/hr	700	20	40			$56,240
Assistant/Support Staff 5		$78	$/hr						
Assistant/Support Staff 6		$91	$/hr						
Assistant/Support Staff 7		$105	$/hr						
Assistant/Support Staff 8		$115	$/hr						
Assistant/Support Staff 9		$130	$/hr						
Assistant/Support Staff 10		$145	$/hr						
Staff 1		$62	$/hr						
Staff 2		$94	$/hr						
Staff 3		$89	$/hr						
Staff 4	1499	$93	$/hr	1419	40	40			$139,407
Project 1	1419	$130	$/hr	1419					$184,470
Project 2	360	$137	$/hr	200	80	80			$49,320
Project 3		$144	$/hr						
Project 4	410	$155	$/hr	250	80	80			$63,550
Consultant 1		$130	$/hr						
Consultant 2		$166	$/hr						
Consultant 3		$174	$/hr						
Consultant 4		$200	$/hr						
Principal 1	240	$210	$/hr	200	20	20			$50,400
Principal 2		$210	$/hr						
Principal 3		$210	$/hr						
Principal 4		$210	$/hr						
Labor Subtotal	4,688			$476,387	$32,760	$34,240	$0	$0	$543,387
Communication Markup		3%		$14,292	$983	$1,027	$0	$0	$16,302
Labor Total				$490,679	$33,743	$35,267	$0	$0	$559,689
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*					*Grand Total*
Airfare	8	$400	Round Trip	6	2				$3,200
Rental Vehicles	16	$80	Day	12	4				$1,280
Lodging	16	$110	Night	12	4				$1,760
Meals	335	$60	Day	331	4				$20,106
Parking Fees	16	$30	Day	12	4				$480
Field Supplies		$20	Each						
Miscellaneous	6	$1,000	Each	6					$6,000
Long Term Truck Rental	11	$1,500	Month	11					$16,500
Long Term Lodging	11	$1,700	Month	11					$18,700
Other Direct Costs Subtotal				$66,106	$1,920	$0	$0	$0	$68,026
Other Direct Costs Markup		3%		$1,983	$58	$0	$0	$0	$2,041
Mileage		0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$68,089	$1,978	$0	$0	$0	$70,067
Subcontracts		*Rate*	*Unit*	*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$558,768	$35,720	$35,267	$0	$0	$629,755

Task 8: Coordination with State Engineer
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells

				TASK 8.1 Coordination with State Engineer					
Labor	*Total Hours*	*Rate*	*Unit*	*Hours*					*Grand Total*
Assistant/Support Staff 1		$45	$/hr						
Assistant/Support Staff 2		$58	$/hr						
Assistant/Support Staff 3		$65	$/hr						
Assistant/Support Staff 4		$74	$/hr						
Assistant/Support Staff 5		$78	$/hr						
Assistant/Support Staff 6		$91	$/hr						
Assistant/Support Staff 7		$105	$/hr						
Assistant/Support Staff 8		$115	$/hr						
Assistant/Support Staff 9		$130	$/hr						
Assistant/Support Staff 10		$145	$/hr						
Staff 1		$62	$/hr						
Staff 2		$94	$/hr						
Staff 3		$89	$/hr						
Staff 4		$93	$/hr						
Project 1		$130	$/hr						
Project 2		$137	$/hr						
Project 3		$144	$/hr						
Project 4		$155	$/hr						
Consultant 1		$130	$/hr						
Consultant 2		$166	$/hr						
Consultant 3		$174	$/hr						
Consultant 4		$200	$/hr						
Principal 1	40	$210	$/hr	40					$8,400
Principal 2		$210	$/hr						
Principal 3		$210	$/hr						
Principal 4		$210	$/hr						
Labor Subtotal	40			$8,400	$0	$0	$0	$0	$8,400
Communication Markup		3%		$252	$0	$0	$0	$0	$252
Labor Total				$8,652	$0	$0	$0	$0	$8,652
Other Direct Costs	*No. Units*	*Rate*	*Unit*	*Number*					*Grand Total*
Airfare		$400	Round Trip						
Rental Vehicles		$80	Day						
Lodging		$110	Night						
Meals		$60	Day						
Parking Fees		$30	Day						
Field Supplies		$20	Each						
Miscellaneous		$1,000	Each						
Long Term Truck Rental		$1,500	Month						
Long Term Lodging		$1,700	Month						
Other Direct Costs Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Markup		3%		$0	$0	$0	$0	$0	$0
Mileage		0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$0	$0	$0	$0	$0	$0
Subcontracts		*Rate*	*Unit*	*Cost*					*Grand Total*
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		3%		$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$8,652	$0	$0	$0	$0	$8,652

COPY

Agreement / Contract
No. 2825-14
City of Las Vegas
Date

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 14th day of Feb 20 14 by and between the City of Las Vegas, NM hereinafter referred to as the OWNER, and URS Corporation, a Nevada Corporation, hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to construct a Project consisting of Raw Water Conveyance (see Attactment)

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

SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

6. Termination of Contract

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

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

8. Time

(a) PROGRESS AND COMPLETION

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

further the OWNER's goals.

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

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

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

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

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

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

Engineering Services During the Construction Phase

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

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

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

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

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

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

Engineering Services During the Operation Phase

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

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

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

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

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

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

SECTION C – ADDITIONAL ENGINEERING SERVICES

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

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

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

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

ATTEST: [signature]
Type Name Casandra Enriquez
Title City Clerk
Date 1/14/14

OWNER: City of Las Vegas
By [signature]
Type Name
Title City Manager
Date 1-14-14

ATTEST: Mark Belau
Type Name Mark Belau
Title Engineer
Date 2/6/14

ENGINEER: URS Corporation
By [signature]
Type Name Ed A. Toms
Title Vice President
Address 8181 East Tufts Avenue
Denver, Colorado 80237-2579
Date January 3, 2014

REVIEWED: FUNDING AGENCY
NAME:
By
Type Name
Date
Andrea Tilma, Project Engineer
Construction Programs Bureau-NDOT
Date: 2/19/2014

project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

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

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

8. The method for interim or partial payments, such as milestone or time & materials, shall be:See Attachement

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Attachment II

Agreement for Engineering Services

Design Services scope of work, cost proposal and compensation for Engineering Services during the Design Phase

PROJECT UNDERSTANDING

We understand that based on flow testing previously performed by the City, the existing raw water conveyance system can deliver approximately 14 cfs from the existing Gallinas River intake and existing pre-sedimentation pond to the existing water treatment plant (WTP) site. The Preliminary Engineering Report (PER) that was developed in 2011 recommended a system capacity of 40 cfs. This project will make select improvements to project areas of the raw water conveyance pipeline associated with the general area of the WTP.

The work for this project includes the following:

- Review and validate Souder Miller and Associates (SMA) hydraulics and recommendations for the existing raw water conveyance pipeline from the Gallinas river and existing pre-sedimentation pond to the WTP;
- Yard pipeline connections to the existing WTP;
- Yard pipeline connections to the existing raw water conveyance pipelines from Peterson Lake and the Gallinas River at the WTP site;
- Review the SMA recommendations for rehabilitating the existing raw water pump station at the treatment plant for reactivating the pumping system to its current existing capacity, and providing input for design and hydraulics;
- Identify and evaluate two (2) pipe alignments;
- Coordinate with New Mexico State Highway Department for crossing State Road 65 and prepare crossing permit application to the state;
- Identify private property ownership for the outlet pipeline alignment and associated permanent easements and temporary construction easement requirements for land acquisition by the City;
- Perform site survey and control for the inlet supply and outlet pipeline alignments;
- Perform existing utility locates and pothole critical buried utilities that may be crossed by the pipelines whether on the WTP site or in other lands along the proposed pipeline alignments;

PROJECT APPROACH

The City will provide URS with the results of the work performed by SMA. URS will review and validate the raw water conveyance system hydraulic results. The Project is required to be operational by December 2015 to meet the City water demands.

TASK 1 - PROJECT MANAGEMENT

URS will provide project management for URS tasks and personnel under the URS scope of work for completion of the design within the City's desired schedule and the contract budget. Project management activities will include contract administration, coordination of URS' team, development and implementation of a URS internal quality assurance and control process incorporating internal technical review (ITR) using senior engineers not directly involved with the scope of work, development and maintenance of the project design schedule and communication of project status with the City.

Deliverable:

1. Monthly invoicing and reports.

TASK 2 – PROJECT PLANNING AND INVESTIGATIONS

Task 2.1 – Design Development and Site Investigations

URS will review the as-constructed record documents and mapping available from the City records for the existing raw water inlet supply pipe into the WTP, the raw water pump station and the existing reservoir outlet pipeline. Hydraulic operating pressures and system configuration for the raw water inlet supply pipeline and reservoir outlet pipelines termination points and connections to the existing system will also be reviewed to gain a complete understanding of the hydraulic conditions of the facilities.

This task includes the evaluation of the proposed pipeline alternatives for the reservoir outlet pipeline to the Gallinas River discharge location.

Task 2.1.1 - Design Development

The product of the design development portion of the project will identify existing site conditions and develop design criteria for use during other tasks of this scope of services. URS will perform the following:

1. Review Existing Documents. Perform a review of available documents to develop design criteria prior to starting detailed design work on the project. Additional research information for the plan and analysis will include (if available):
    a. Obtain the most current NMDOT Highway 65 plans and discuss proposed reservoir outlet pipe alignments, highway crossing and permit requirements, drainage, and utility locations with NMDOT.
    b. Perform a site visit to confirm and verify existing surface features shown on the NMDOT mapping.

complete the property acquisition and obtain permission for access onto the private property for performing geotechnical test holes and land surveying.

For geotechnical needs, URS will identify areas for additional geotechnical investigation for the pipeline design and corrosion protection on NMDOT ROW and private property and work with our subcontractor to complete this work. URS assumes that the City will obtain and pay for the permits required to perform survey and geotechnical work and secure permission to access private lands to perform the necessary field work.

URS will also provide the City and NMDOT with a listing of exploratory potholes that will include maps showing pothole locations and requirements at existing utility crossings or existing utility and pipe connections. For the purposes of this SOW and fee estimate, URS assumes the number of potholes will include those listed in the assumptions below. After City review and acceptance, URS will perform the utility potholing to locate underground utilities with the URS subcontractor.

URS will perform the following:

1. Coordinate field investigations with the City and NMDOT prior to the work.
2. Obtain permits from the City or NMDOT prior to performing survey, pothole and test hole fieldwork.
3. Implement and follow URS health and safety plans for fieldwork as developed specifically for this project and identified in the PXP.
4. Walk the proposed reservoir outlet pipeline alignment using the NMDOT drawings to evaluate the completeness of the drawings and identify areas requiring additional data to be provided by the City, NMDOT or as allowed for within this scope of work by URS.
5. Field survey work will use the same horizontal and vertical control as the other City project's and be tied into the NMDOT survey network.
6. Perform supplemental field survey as identified by URS within the WTP property to complete missing data from the previously performed for other City project's as allowed for within this scope of work.
7. Pothole the existing raw water conveyance pipelines at each proposed connection location along Highway 65, adjacent to the existing raw water pump station and the existing flocculator/clarifier tanks. Six potholes are proposed.
8. Pothole the existing gas line, buried electric and backwash waste drains into the existing settlement ponds on the WTP site. A total of five potholes are anticipated for miscellaneous utilities.
9. Potholing methods will use water-jet and vacuum excavation techniques with backfilling by compacted road base material. City permits will be obtained and traffic control in accordance with NMDOT regulations will be provided.

- Outlet pipeline hydraulics to the Gallinas River and connections with the treatment plant pre-treatment flocculator/clarifiers and raw water pump station during low pool withdrawals.

URS uses Info Water for hydraulic modeling of pressurized water systems. It is the preferred model for pressurized piping systems. The simulation model will determine the discharge capacity of each pipe, the hydraulic grade line and associated pressure at each node of the pipeline system.

URS will estimate pipe distribution systems head losses in Info Water with the Hazen-Williams equation, and head losses for valves and other appurtenances by applying empirical loss coefficients to the velocity head immediately upstream of the pipe appurtenance.

Task 2.2.1 – Review Data

URS will review available information provided by the City as previously listed under "City Supplied Information", including hydraulic analysis of the existing raw water conveyance system to the treatment plant performed by SMA, as-built drawings and previous reports completed for the raw water diversion and conveyance system. We will define the parameters required to perform the hydraulic modeling of the proposed facilities and future expansion allowances. URS will analyze and make client-approved assumptions for the information which is not accessible.

Task 2.2.2 – Supply Pipeline Hydraulic Analysis

URS will perform the Supply pipeline hydraulics as an extension to the raw water conveyance hydraulics provided by the City and performed by SMA. URS will provide a node in the Raw Water Conveyance Pipeline hydraulics model to simulate entry of the raw water conveyance system at the treatment plant property line or at the existing raw water pump station yard piping.

Task 2.2.3 – Pumping Station and Inlet Analysis

URS will verify the hydraulic model by SMA for the pipeline from the WTP river diversion through the gravity and pressurized portions of the system.

Task 2.2.4 – Transient Surge Analysis

If required based on SMA recommendations, a transient surge analysis will be performed by URS for the Supply pipeline that considers the existing raw water system flow rate capacity and a projected condition to allow for future capacity increase of the raw water conveyance system. URS will evaluate pump failure and control valve operations for the various flow diversions to the WTP for surge conditions and make recommendations for surge control facilities and/or operational limitations to control surge conditions. URS will not perform this task without authorization from the City.

Assumptions:

1. The hydraulic analysis provided by the City and performed by SMA includes transient surge analysis from the existing Gallinas River raw water conveyance system to the treatment plant site in order to determine closure rates for the various control valves at the treatment plant.

Deliverables:

b. URS will make recommendations for pipeline corrosion protection based on the site conditions and the pipeline material intended to be used for the project.

4. Valve vault design for connections between the existing Peterson Reservoir outlet pipeline, Gallinas River raw water conveyance pipeline, the treatment plant and Storrie Reservoir supply pipeline.
   a. URS will review available information provided by the City including as-built drawings for the Storrie pipeline connection. The pipeline connection design including isolation valve with motorized actuator for remote operation will be included in the valve vault design at the treatment plant.
   b. URS assumes the power service will be 480 V, 3-phase
   c. URS assumes there are spare Motor Control Center locations in the existing motor control center of the pump station building for adding the additional control valve power requirements.
5. Outlet pipeline design including plans, profiles, details and connection locations from a point 100 feet from WTP to the Gallinas River discharge location. Includes state highway bore with casing and carrier pipe crossing and energy dissipater at discharge to the Gallinas River.
   a. URS will work with the City to determine the preferred outlet pipeline alignment from the WTP site, crossing the highway and extension to the Gallinas River. The selected alignment will be based on easement requirements, NMDOT requirements, and environmental considerations.
6. Valve vault design to WTP or Storrie Reservoir
7. Pump station design and maintain the current functionality
8. Electrical and instrumentation design to match with the City's SCADA and communication system.

Preliminary design will include finalizing the system hydraulics for the supply and outlet pipelines. URS will prepare initial pipeline alignments for the above system components for review by the City. Following alignment approval, URS will complete the 30-percent design for the pipelines plan and profiles drawings.

30% Complete Drawings

See a preliminary list of construction drawings attached to this scope of work as Attachment 1.

1. Preliminary design by URS will include the following system components:
   a. Hydraulic Profile
   b. ROW and Property Acquisition Plan
2. Separate pipe plan and profile for each of the piping segments listed above

4. One hard copy of the construction schedule and electronic copy of the same for compiling into the total project opinion of cost delivered to the City.
5. Review Meeting Minutes.

Task 3.2 – Final Design

Final design will advance the preliminary design to final design, 95% documents and Final 100% Bid Documents. For all intent, the 95% drawings and specifications will be complete. The purpose for the 95% drawing and specification submittal is to allow the City to provide one last review prior to bidding. Comments from the 95% documents review will be addressed and included in the final 100% documents for contractor bidding. An estimated drawing list is included in Attachment 1 to this scope of work.

Task 3.2.1 – Final 95% Complete Documents

1. Hydraulic Profile
2. Survey Control
3. Separate pipe plan and profile for each of the piping segments listed above for the supply and outlet pipelines.
4. Valve Vault Design Plan and Sections including mechanical piping and structural designs.
5. Electrical design at each vault includes:
    a. Civil and structural design for each of the piping vaults
    b. Modification to the electrical systems as required at each valve vault. It is assumed that there is sufficient power to accommodate the (2) valve vaults requirements
    c. One line diagrams
    d. Power distribution equipment and lighting plans
    e. Large diameter conduit and wiring plans and schedules
    f. Grounding
    g. Instrumentation and controls, including theory of operation

Technical Specifications

URS will complete technical specifications required for the scope of work using CSI format (Division 2 through 16).

Task 3.2.2 – Final 95% Engineers Opinion of Probable Construction Cost

URS will update the opinion of probable cost from the 30% design completion and prepare a Class 2 opinion of construction cost as defined by AACEI based on the degree of design at 95% for bid/tender. The methodology of estimate will be detailed unit costs with detailed take-off showing labor, materials, and equipment. Vendor quotes for major items will be obtained at this level. Expected accuracy is plus 15% minus 10%.

4. One hard copy of the construction schedule and electronic copy of the same for compiling into the total project opinion of cost and delivered to the City.

SCHEDULE

URS is committed to meeting the schedule and critical milestones shown below:

Notice to Proceed	January 10, 2014
Complete Preliminary Design	February 2014
Submit Final Design	April 2014
Complete Final Design Documents	November 2014

BUDGET

The attached spreadsheet identified as Attachment 2 Engineering Design Budget, presents our detailed budget for the aforementioned scope of work. The project will be performed under a Time and Materials not to exceed type contract.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

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

1. PRIVITY OF CONTRACT

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

2. CHANGES

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

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

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

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

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

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

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

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

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

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

3. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

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

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

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

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

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

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

4. SUSPENSION OF WORK

The following clause applies only to construction contracts.

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

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

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

7. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

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

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

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

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

8. AUDIT; ACCESS TO RECORDS

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

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

11. BUY AMERICAN

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

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

12. RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

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

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

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

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

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

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Project Number
Contract For Raw Water Conveyance SRF 2910
URS Corporation

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

A. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

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

B. NONSEGREGATED FACILITIES

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

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

Typed Name & Title of Bidder's Authorized Representative Ed A. Toms Vice President

Signature of Bidder's Authorized Representative Date 1/3/2014

8181 East Tufts Ave

Denver, Colorado 80237-2579

Name & Address of Bidder

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

10. Total dollar amount of the contract.
$ 325,117.20

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

MBE:	Construction ($	)	%, Equipment ($	)	%, Supplies ($	)	%, Services ($	)	0 %
WBE:	Construction ($	)	%, Equipment ($	)	%, Supplies ($	)	%, Services ($	)	0 %
SBRA:	Construction ($	)	%, Equipment ($	)	%, Supplies ($	)	%, Services ($	)	0 %

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

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

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

Ed A. Toms Vice President
Typed Name & Title of Authorized Representative

Signature of Offeror's Authorized Representative — 2/14/14 Date

Item #1 - URS Small Business Program

URS Small Business & Supplier Diversity Program

URS maintains a Small Business & Supplier Diversity Program with three very distinct subsets to comply with U.S. federal, state, and commercial private sector contracting and subcontracting requirements.

Federally Funded Contracts: Contracts funded by the U.S. Government mandate a Small Business Program that is compliant with the Small Business Act (Public Law 85-536, as amended), and the Federal Acquisition Regulations (FAR Parts 19, 26, 42, and 44). Both small business certification requirements and small business size standards are prescribed at the federal level by the Small Business Administration (SBA).

Small business subcontracting plans are developed on a contract-by-contract basis but minimum goal expectations (floors) and participation levels are determined by public law. Each subcontracting plan must identify both separate dollar and percentage goals, as specified in FAR 52.219-9, for subcontract utilization of Small (SB) and Small Disadvantaged Business (SDB) (and includes SBA 8(a)) Concerns; Women-Owned Small Business (WOSB) Concerns; Historically Black Colleges and Universities and Minority Institutions (HBCU/MI); Historically Underutilized Business Zone (HUBZone) Business Concerns; Veteran-Owned (VOSB) and Services-Disabled Veteran-Owned Small Business (SDVOSB) Concerns, Alaska Native Corporations (ANC) or Indian Tribes. The extent of subcontracting opportunities for any contract will be determined by the scope of the work, contract type and dollar threshold.

Generally, federal small business goals are based on the *total procurement opportunity pool* (total contract value less prime contractor self performance = procurement opportunity pool) rather than the total contract amount.

Self certification for a Small Business Concern (other than SBA 8(a) program participants and HUBZone Concerns) is acceptable only when a small business concern has satisfactorily completed, signed and submitted a Small Business Program Representation in accordance with FAR 52.219-1.

U.S. Department of Transportation (DOT) Contracts: DOT-funded contracts are administered on a state-by-state basis according to the Disadvantaged Business Enterprise Program requirements defined by the Code of Federal Regulations, Title 49, Subtitle A, Part 26. This program applies to all contracts financed in whole or in part by the Federal Transit Administration or Federal Highway Administration. Unlike other federally funded contracts, DBE goals for DOT contracts are based on the *total contract amount* rather *than the procurement opportunity pool.* (http://osdbu.dot.gov/)

A Disadvantaged Business Enterprise or DBE means a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the "*socially and economically disadvantaged individuals*" who own it.

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is —

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

Item # 5 - Description of Work Identified for Sub-consulting

Advertisement for Field Investigation Services

MAIN PROFILE

Type:	Subcontracting
Project Name:	Bradner Reservoir Inlet and Outlet Pipelines Field Investigations
Agency:	URS Corporation
Location:	City of Las Vegas, New Mexico
Level of Government:	Other
Agency Bid #:	2.1.2-001
Publication Date:	January 18, 2014

SPECIFICATIONS

Description:

URS Corporation (URS) is requesting qualifications information from certified DBE/MBE/WBE/SBRA firms for the Las Vegas Request for Proposals for Field Investigation Services to support Professional Engineering Design Services during the performance of design of the Bradner Reservoir Inlet and Outlet Pipelines. URS is requesting qualifications information from certified DBE/MBE/WBE/SBRA firms to provide the following services: 1) Field Surveying, Mapping and Property Owner Identification, 2) Subsurface Geotechnical Engineering Drilling, Sampling and Laboratory Soil Analysis, 3) Existing buried utility locating and pothole work. This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this request for proposals or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31 including the Davis-Bacon Act requirements. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender or national origin. Respondents on this work will be required to comply with the President's Executive Order No. 11246, as amended. Interested firms/individuals should email the following information to the attention of Scott Cole at Scott.R.Cole@URS.com: 1) COMPANY BIO with years of experience in providing required services; 2) RESUME(s) of key staff who would perform and provide the services required; 3) PROJECT DESCRIPTIONS of three relevant past projects successfully completed within the past 5 years; 4) CONTACT INFORMATION for three client references for the same project descriptions of item #3 above; and 5) PROOF OF REGISTRATION with appropriate agencies such as DBE/MBE/WBE/SBRA. Email subject line should read, "Attn. Scott R. Cole: Bradner Reservoir Inlet and Outlet Pipeline Field Investigations". Due date for submittal to Agency is ten (10) calendar days from the above listed Publication Date.

Categories:	A/E – Surveying and Mapping
	Geological/Geophysical/Geotechnical Studies
	Existing Buried Utility Locating and Potholing

AGENCY CONTACT

Buyer:	Scott Cole
Buyer Email:	Scott.R.Cole@urs.com
Agency:	URS Corporation
Agency Address:	8181 E. Tufts Avenue, Denver Colorado, 80237
Owner Address:	City of Las Vegas, New Mexico

ALBUQUERQUE JOURNAL THE SUNDAY JOURNAL

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7777 Jefferson N.E. Albuquerque, New Mexico 87109
P.O. Drawer JT Albuquerque, New Mexico 87103
(505) 823-7777

Ad Proof / Order Confirmation

Account Number
1052823

Ad Order Number
0001121905

U R S CORPORATION

Advertisement for Field Investigation Services

MAIN PROFILE
Type: Subcontracting
Project Name: Bradner Reservoir Inlet and Outlet Pipelines Field Investigations
Agency: URS Corporation
Location: City of Las Vegas, New Mexico
Level of Government: Other
Agency Bid #: 21.2-091
Publication Date: January 19, 2014
SPECIFICATIONS

Description:
URS Corporation (URS) is requesting qualifications information from certified DBE/MBE/WBE/SBRA firms for the Las Vegas Request for Proposals for Field Investigation Services to support Professional Engineering Design Services during the performance of design of the Bradner Reservoir Inlet and Outlet Pipelines. URS is requesting qualifications information from certified DBE/MBE/WBE/SBRA firms to provide the following services: 1) Field Surveying, Mapping and Property Owner Identification, 2) Subsurface Geotechnical Engineering Drilling, Sampling and Laboratory Soil Analysis, 3) Existing buried utility locating and potholing work. This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its departments agencies or employees is or will be party to this request for proposals or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31 including the Davis-Bacon Act requirements. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender or national origin. Respondents on this work will be required to comply with the President's Executive Order No. 11246, as amended. Interested firms/individuals should email the following information to the attention of Scott Cole at Scott.R.Cole@URS.com: 1) COMPANY BIO with years of experience in providing required services; 2) RESUME(s) of key staff who would perform and provide the services required; 3) PROJECT DESCRIPTIONS of three relevant past projects successfully completed within the past 5 years; 4) CONTACT INFORMATION for three client references for the same project descriptions of item #3 above; and 5) PROOF OF REGISTRATION with appropriate agencies such as DBE/MBE/WBE/SBRA. Email subject line should read, 'Attn. Scott R. Cole: Bradner Reservoir Inlet and Outlet Pipeline Field Investigations'. Due date for submittal to Agency is ten (10) calendar days from the above listed Publication Date.

Categories: A/E - Surveying and Mapping
Geological/Geophysical/Geotechnical Studies Existing Buried Utility Locating and Potholing
AGENCY CONTACT
Buyer: Scott Cole
Buyer Email: Scott.R.Cole@urs.com
Agency: URS Corporation
Agency Address: 8181 E. Tufts

1/17/2014 8:39:58AM

EPA United States Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

Ed A. Toms Vice President
Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

1/3/2014
Date

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

EPA Form 5700-49

EPA United States Environmental Protection Agency

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

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

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

Prime Contractor Signature	Print Name
[signature]	Ed A. Toms
Title	**Date**
Vice President	1/3/2014

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Amendment 1 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project additional services.

BACKGROUND/RATIONALE: Amendment 1 addresses the additional services related to adding the containment dam and the additional alternatives. These services that have been or will be performed were not included in the Agreement dated August, 7 2013. The amount of this amendment is $479,831.00 and will paid out of funding received for the Bradner project. This is amendment 1 to URS contract number 2716-13 with the original pre tax amount of $1,917,578.00. Engineering firm URS was hired through RFP 101-35.

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 J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-2012

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

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

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

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

Engineers Estimate $30,527,369.95

FUNDING SOURCES	
City Funds	$ 828,991.00
Capital Outlay	$10,596,078.00
WTB	$ 4,000,000.00
SRF	$15,103,441.99
	$30,528,480.99

ESTIMATED EXPENDITURES	
Pre Design	$ 871,476.79
Design	$ 2,887,330.66
Egr Services	$ 2,809,000.00
Construction	$23,850,000.00
	$30,417,807.45

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

URS

8181 E. Tufts Ave.
Denver, CO 80237
Tel: 303.694.2770
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

1. **Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is $1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
2. **Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is $479,831.00. See the attached Amendment 1 and the attached project schedule for details.
3. **Amendment 2 – Bradner Enlargement Project Agreement dated August 7, 2013.** Amendment 2 is for the Quarry Test Blast for the rock fill material for the dam shell material. The Agreement did not include a test blast of the potential quarry site since the dam was originally planed be an earthen dam. Through analyses it was determined that a rock fill dam was more suitable for the dam site and more cost effective. The test blast is also required by the USACE 404 permit to assure that the blasting operations will not damage the existing cultural sites on the morada property. The amount of Amendment 2 is $89,000. See the attached Amendment 2 and the attached project schedule for details.

To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

The percentages of Basic Services should be less that 7% or $2,022,000 for the project, based on an estimated construction cost of $28,886,250. URS total Basic Services budget, including the amendments, is $1,914,861 which is 6.62% of estimated construction cost of $28,886,250.

The total planning and design fees for the project, including the amendments, equal $3,946,717 which is 13.7% of the estimated construction cost of $28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,
URS Corporation

Ed A. Toms, PE, Vice President
Project Manager

Attachments – Contract Amendments
Project Schedule

October 28, 2014

Amendment 1
Bradner Reservoir Enlargement Project
Additional Services

Scope of Work, Schedule, and Budget

Introduction

URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. Our basis of understanding presented in the introduction of our Agreement states the following -

> *The reservoir would increase from 280 acre-feet up to 4,000 acre-feet. The actual size of the reservoir will be defined during the project configuration task of the Pre-Design Project scope. The Bradner Dam Project (Project) will include the new dam, appurtenant structures (spillway, outlet works, and limited downstream piping (100 feet from the downstream dam face)), and access and maintenance roads.*

These services included or will include the following –

1. **Task 6 – Additional Enlargement Alternatives.** The City requested URS to develop additional alternatives after the project configuration was defined during the Pre-Design Project phase and the Preliminary Report (PER). URS prepared 28 additional alternatives after the PER was completed. These services included developing layout drawings, developing cost estimates, and coordinating discussions and meetings. The total cost for this task is $64,787, which equates to about $2,313 per alternative.
2. **Task 7 – Additional Design Services.** The original scope of work, as stated above, was for the design of one dam not two as URS is presently performing. The selected design includes a main dam, containment dam, and by-pass pipeline. The additional services included geotechnical investigations, materials testing, layout drawings, engineering analyses, preliminary design, final design, specifications, drawings, cost estimating, and sections of the Final Design Report for the containment dam and by-pass pipeline. The CLOMR that was prepared and submitted was also not included in our contract. The cost of this task is $274,944.
3. **Task 8 – Additional Updated Emergency Action Plan and Updated O&M Manual.** The Emergency Action plan will need to include two dams instead of one dam as stated in our Agreement. Our agreement states that we will perform the dam break analysis, flood routing, and mapping for one dam. The present project includes a main dam and a containment dam. URS will need to perform the required services to meet OSE Rules for the containment dam along with the main dam. Our agreement states that URS will prepare the Operation and Maintenance Manual for one dam. The present project includes a main dam and a containment dam. URS will need to expand our services to include the containment dam and the diversion system within the O&M Manual. The cost of this task is $38,254.
4. **Task 9 – Additional Project Management.** URS provided additional project management during the five (5) month funding development period of the project. This support included additional monthly meetings while the City was obtaining construction funding for the project. The cost of this task is $33,042.

URS

5. **Task 10 – Additional Environmental Permitting Support.** URS prepared a New Mexico Environmental Information Document (EID) which was required due to the funding obtained through the New Mexico Clean Water State Revolving Fund which is a federally funded program by the Environmental Protection Agency. Developing and obtaining approval for the EID was not included in our scope of work. The cost of this task is $ $44,084.

Schedule

The above scope of work will be performed within the required limits of our present Agreement schedule.

Budget

The above scope of work will be performed on a time and materials with a not to exceed amount of $479,831 per the Agreement. The amount does not include NM Gross Receipt taxes. The following table presents a summary of the costs. The attached spreadsheet presents a detailed summary of the costs.

Description	Budget
Task 6 – Additional Enlargement Alternatives	$89,507
Task 7 – Additional Design Services	$274,944
Task 8 – Additional Updated EAP and O&M Manual	$38,254
Task 9 – Additional Project Management	$33,042
Task 10 – Additional Environmental	$44,084
Total	**$479,831**

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

ATTEST: _____

Type Name _____

Title _____

Date _____

ATTEST: _____

Type Name _____

Title _____

Date _____

OWNER: City of Las Vegas

By _____

Type Name _____

Title _____

Date _____

ENGINEER: URS Corporation

By _____

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

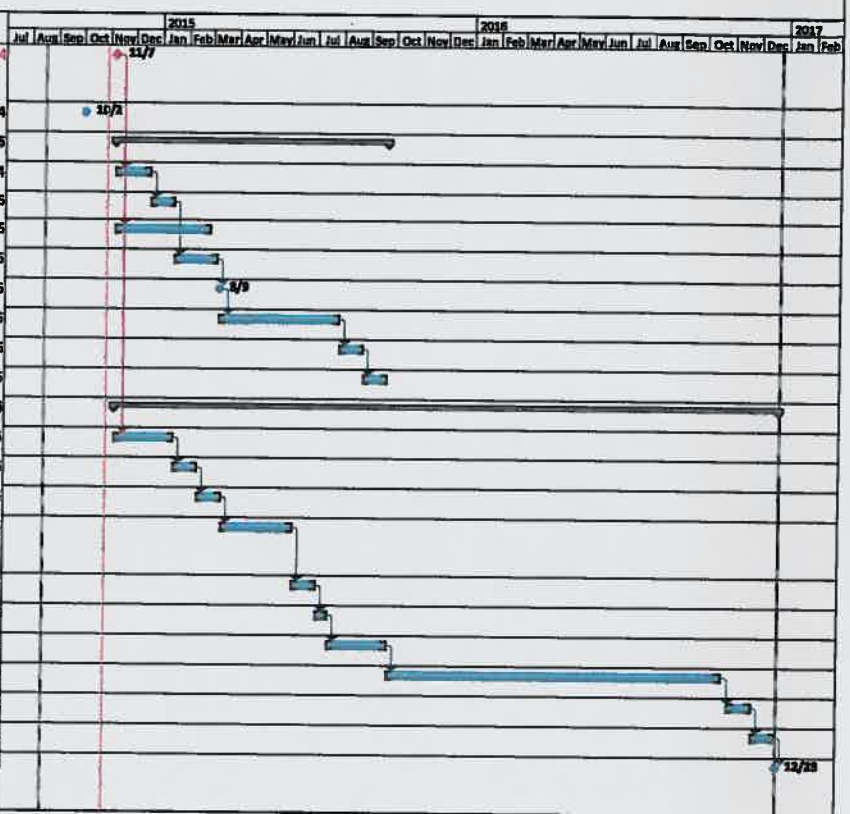
Date October 26, 2014

URS

Brandner Reservoir Enlargement Project
Phase 1 - Raw Water Conveyance
Phase 2 - Reservoir
Schedule in working days

City of Las Vegas, New Mexico

ID	Task Name	Duration	Start	Finish
1	Assumed NTP For Phasing (Based on Approval of Amendments)	0 days	Fri 11/7/14	Fri 11/7/14
2	Obtain USACE 404 Permit	0 days	Thu 10/2/14	Thu 10/2/14
3	Phase 1 - RWC Project	227 days	Fri 11/7/14	Mon 9/21/15
4	Phase 1 - Design	6 wks	Fri 11/7/14	Thu 12/18/14
5	City and NMFA Review Period	1 mon	Fri 12/19/14	Thu 1/15/15
6	Pre-Purchase	4 mons	Fri 11/7/14	Thu 2/26/15
7	Bidding Phase	7.2 wks	Fri 1/16/15	Fri 3/6/15
8	Contractor NTP	0 mons	Mon 3/9/15	Mon 3/9/15
9	Construction	5.05 mons	Mon 3/9/15	Mon 7/27/15
10	Preliminary Startup	1 mon	Tue 7/28/15	Mon 8/24/15
11	Project Close Out Documents	1 mon	Tue 8/25/15	Mon 9/21/15
12	Phase 2 - Reservoir Project	555 days	Fri 11/7/14	Fri 12/23/16
13	90% Level Design	2.5 mons	Fri 11/7/14	Thu 1/15/15
14	City, OSE, and NMED Reviews	1 mon	Fri 1/16/15	Thu 2/12/15
15	100% Level Design	1 mon	Fri 2/13/15	Thu 3/12/15
16	OSE Approval, City and NMED Reviews	3 mons	Fri 3/13/15	Thu 6/4/15
17	Address Comments, Obtain Permit	1 mon	Fri 6/5/15	Thu 7/2/15
18	Prepare Bid Ready Documents	2 wks	Fri 7/3/15	Thu 7/16/15
19	Bid Reservoir and RWC	2.5 mons	Fri 7/17/15	Thu 9/24/15
20	Construct Reservoir and RWC	14 mons	Fri 9/25/15	Thu 10/20/16
21	Final Startup	1 mon	Fri 10/28/16	Thu 11/24/16
22	Project Close Out Documents	1 mon	Fri 11/25/16	Thu 12/22/16
23	Start Reservoir filling and monitoring Program	0 days	Fri 12/23/16	Fri 12/23/16



URS Corporation

Tue 10/28/14

PH II

2716-13

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 7th day of August 2013 by and between City of Las Vegas, NM hereinafter referred to as the OWNER, and URS Corporation hereinafter referred to as the ENGINEER.

The OWNER intends to construct a Project consisting of Bradner Reservoir Enlargement (See Attachment).

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

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SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

3. **Responsibilities of the ENGINEER**

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

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

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

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

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

6. Termination of Contract

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

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

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

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

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

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

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 9 of this clause.

7. Payment

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

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

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

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.

3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.

4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation,

the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING

AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B – ENGINEERING SERVICES

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

Engineering Services During the Planning Phase

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

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

Engineering Services During the Design Phase

3. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT B – Design Services scope of work and cost proposal and section B-3 through B-11 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

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

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

6. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed

as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.

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

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

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

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

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

12. Section B-3 through B-11 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

13. ENGINEER shall complete the ENGINEER SERVICES described in EXHIBIT C – Construction Services scope of work and cost proposal and section B-13 through B-24 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

25. Section B-13 through B-24 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

26. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT D -- Operational Services scope of work and cost proposal and section B-26 through B-31 within the time specified in Attachment IV -- Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

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

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

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

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

31. Section B-26 through B-30 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C -- ADDITIONAL ENGINEERING SERVICES

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

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

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

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

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

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

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

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

7. Prepare an operation and maintenance manual.

8. Provide construction-staking services.

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

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

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

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

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

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

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

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

(Describe, attach or indicate "None")

1. SECTION A – GENERAL PROVISIONS, subsection 7. Payment, paragraph (b) added "within thirty (30) days from date of Engineer's invoice" after the last sentence.
2. SECTION A – GENERAL PROVISIONS, subsection 12. Insurance, second sentence, deleted "certificate shall provide that the". Accord insurance certificates no longer provide for this language.
4. SECTION B – ENGINEERING SERVICES, modified to refer to appropriate Attachments (Exhibits) for detail scopes, schedules, and fees for the Planning Phase, Design Phase, and Construction Phase services. Deleted Operation Phase services since they are not included in the project.
5. SECTION C – ADDITIONAL ENGINEERING SERVICES, modified to state that these services are not anticipated since the project scope of work is all inclusive.
6. ATTACHMENTS page was modified to reflect only the services that will be performed under EXHIBIT A – Planning Services, EXHIBIT B – Design Services, and EXHIBIT C – Construction Services.
7. ATTACHMENTS, paragraph 3. Compensation for ADDITIONAL ENGINEERING SERVICES, deleted in its entirety since the scope is all inclusive.
8. ATTACHMENTS, paragraph 6., second to the last sentence, deleted "certificate shall provide that the". Accord insurance certificates no longer provide for this language.

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

ATTEST: _____
Type Name Casandra Krieger
Title City Clerk
Date 08-07-13

OWNER: _____
By _____
Type Name Timothy P Dage
Title City Manager
Date 08-01-13

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: URS Corporation
By _____
Type Name Ed A. Toms
Title Vice President
Address 8181 East Tufts Avenue
Denver, Colorado 80237-2579
Date 10/7/13

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

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ATTACHMENTS

(Please check the appropriate box and include applicable Exhibit)

☐ ATTACHMENT I - Compensation for Engineering Services During the Planning Phase

☒ ATTACHMENT II - Compensation for Engineering Services During the Design Phase

☐ ATTACHMENT III - Compensation for Engineering Services During the Construction Phase

☐ ATTACHMENT IV - Compensation for Engineering Services During the Operation Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 7th day of Aug., 2013 by and between the City of Las Vegas, NM, the OWNER, and URS Corporation, the ENGINEER, the OWNER and ENGINEER agree this 7th day of Aug., 2013 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☐ EXHIBIT A – Planning Services scope of work and cost proposal

☒ EXHIBIT B – Design Services scope of work and cost proposal

☐ EXHIBIT C – Construction Services scope of work and cost proposal

☐ EXHIBIT D – Operational Services scope of work and cost proposal

2. Compensation for ENGINEERING SERVICES shall be by the

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

☒ STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed $1,917,578 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the engineer upon written authorization from the Owner and concurrence of the funding agency), shall be by the

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

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

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 550 calendar days (or as specified in the Attachments or Exhibits).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars ($50.00) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

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

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

8. The method for interim or partial payments, such as milestone or time & materials, shall be:(See Attachment)

9. Signatures

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

ATTEST: _____
Type Name City Clerk
Title Casandra Fresquez
Date 08.07.13

OWNER:
By _____
Type Name City Manager
Title Timothy P. Dodge
Date 08.07.13

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: URS Corporation
By _____
Type Name Ed A. Toms
Title Vice President
Address 8181 E. Tufts Avenue
Denver, Colorado 80237-2579
Date 10/7/13

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

July 12, 2013

Attachment

Bradner Reservoir Enlargement Project

Phase II – Environmental Permitting and Design
Scope of Work, Schedule, and Budget

Introduction

The following presents URS' scope of work and budget to provide environmental permitting and design engineering services for a new Bradner embankment dam upstream of the existing dams for the City of Las Vegas (City). The following scope of work will be completed within 550 calendars after the NTP is issued. The reservoir would increase from 280 acre-feet up to 4,000 acre-feet. The actual size of the reservoir will be defined during the project configuration task of the Pre-Design Project scope. The Bradner Dam Project (Project) will include the new dam, appurtenant structures (spillway, outlet works, and limited downstream piping (100 feet from the downstream dam face)), and access and maintenance roads. The Project will be designed assuming that the construction will occur when the reservoir is drained. The appropriate design standards will be followed for the Project, including the New Mexico Office of the State Engineer (OSE) Rules and Regulations Governing Dam Design, Construction and Dam Safety (Rules), 19.25.12 NMAC, dated December 31, 2010 for the dam and its appurtenant structures.

Scope of Work

The scope of work is divided into five (5) tasks so that the Project can be completed in a logical order and to allow the City to manage the Project's cash flow. The tasks include 1) Project Management and Funding Support, 2) Environmental Permitting, 3) Final Geotechnical Investigations and Design, 4) EAP and O&M Updates, and 5) OSE Submittal and Coordination.

Task 1 – Project Management and Funding Support

This task includes project management and assisting the City in obtaining financial funding for the Project. URS will perform project management activities to ensure the scope of services is completed within the project schedule and the contract budget. Project management activities will include contract administration; coordination of URS' team; coordination with the City and others; development and implementation of a quality assurance and control process; development and maintenance of the project design schedule; and communication of project status and issues for prompt resolution with the City. Funding support will include coordinating with City identified state and federal funding agencies. This coordination does not ensure or guarantee that funding will be obtained through these agencies. URS' funding services are limited to a support role to the City. URS' Project Manager will attend scheduled meetings to accomplish the project goals.

URS

Task 1.1 Project Management

URS' Project Manager will schedule and conduct a kick-off meeting within 15 days of receipt of the Notice to Proceed with the Project. The primary agenda item to be addressed during the kick-off meeting shall be the project management plan and alternatives developed for this proposal. Services performed by URS and construction documents prepared by URS will be in conformance with the requirements of OSE Rules and potential funding agencies' requirements. Specific project management activities included in this scope of services are detailed in the following tasks:

Task 1.1.1 Project Management Plan

URS will update the existing Project Management Plan which serves as a guide and describe the work plan, schedule, budgets, and other project details. The Project Management Plan will include a project overview, a copy of this scope of services along with task and subtask budget breakdowns, a summary of project objectives, the project organization and responsibilities, a contact list, a description of project communication guidelines, a preliminary project schedule, and a narrative description of critical task sequencing and linking logic that is embedded into the project schedule to easily identify critical points and milestones that may affect the overall schedule. The draft Project Management Plan will be reviewed at the kick-off meeting.

Deliverables: Draft and final Project Management Plans and kick-off meeting minutes.

Task 1.1.2 Quality Assurance/Quality Control Program

URS' Project Manager shall establish and monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. A QA/QC plan will be prepared detailing major submittals and their reviews prior to submittal. This QA/QC plan will be included with the Project Management Plan.

Deliverables: Draft and final QA/QC Plans.

Task 1.1.3 Project Schedule Development, Maintenance, and Reporting

URS will develop a detailed project schedule using MS Project to manage our efforts. The draft schedule will be presented at the kick-off meeting. The schedule will be updated as needed, or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables: Initial and monthly project schedule updates in hard copy and electronic (.mpp) format.

Task 1.1.4 Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing URS' Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by URS on a monthly basis as a part of invoicing.

Deliverables: Monthly budget updates with invoicing.

Task 1.1.5 Invoicing and Progress Reporting

URS' Project Manager shall submit an invoice on a monthly basis for services performed. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables: Monthly invoices and progress reports.

Task 1.2 Funding Support

The City will take the lead in obtaining project funding with URS' support. This support will include attending meetings at locations required by the City or potential funding agencies (i.e., New Mexico, Washington DC, etc.), provision of technical documentation support (i.e., applications, reports, memorandums, etc.), and presentation support (i.e. PowerPoint, boards, handouts, fliers, etc.). The budget and schedule for this task are estimated, as is the entire scope, and as such may need to be modified (if required) to ensure URS will be able to meet the City needs.

Deliverables: Meeting minutes, documentation, and presentation materials, as required.

Task 2 - Environmental Permitting

The following presents URS' scope of work to provide permitting support for the Project. The purpose of this work is to acquire the necessary environmental approvals to construct the Project. The approvals are required based on our current understanding of the Project and the direction URS received from the U.S. Army Corps of Engineers (USACE) (Ms. Deanna Cummings) on January 28, 2013 and February 20, 2013. URS does not guarantee how the USACE, and other agencies, will respond to the City's request for an environmental permit. The services below are based on our past experience and coordination directly with the USACE.

The following scope includes: 1) conduct field surveys to identify regulated ecological resources and document the results in a findings report, 2) develop the necessary submittal documents for the authorization of a Clean Water Act Section 404 Individual Permit from the USACE, and 3) conduct activities required to satisfy National Environmental Policy Act (NEPA) compliance related to federal funding.

Task 2.1 Ecological Resource Surveys

URS and SWCA will identify and document biological, wetland resources, and regulated habitats, and identify associated environmental regulatory and permitting requirements for the Project. Specifically, the team will:

1. Conduct pre-field research on ecological resources within a defined Project Study Area (PSA) to obtain information and data sets from state and federal agencies, including the United States Fish and Wildlife Service (USFWS), Natural Resources Conservation Service, New Mexico Department of Game and Fish, and Natural Heritage New Mexico (NHNM).
2. Produce field maps using current aerial photography overlain with the PSA boundaries. Additional data to be included on maps will be USFWS National Wetlands Inventory data, United States Geologic Service National Hydrologic Dataset data, any areas of USFWS Designated Critical Habitat, and NHNM element occurrence location data for any state listed species.
3. URS will conduct a formal delineation and functional assessment of wetlands and an assessment of surface water features within the PSA using methods required by the USACE. Conduct a riparian habitat assessment within the PSA in compliance with USACE guidelines.
4. SWCA will conduct a biological field assessment of the PSA to collect information on potential habitat for federal and state threatened and endangered (T&E) species and potential habitat for bird species protected under the Migratory Bird Treaty Act. SWCA will use this information to prepare a report to be in the form of a Biological Evaluation (BE). The BE will include a project location map, potential for occurrence, and an effect determination of each federally and state listed species identified as in the USFWS species list for San Miguel County.
5. Funds are included for SWCA in this task to cover coordination with the USFWS, New Mexico Department of Game and Fish, and NHNM (e.g. consultation letters, phone calls, meetings, etc.)

as well as requests for species-specific surveys from these agencies (e.g. New Mexico Jumping Mouse, Southwestern Willow Flycatcher), if required.

6. Areas of noxious weeds will be identified and mapped by URS.
7. URS and SWCA will use a sub-foot Global Positioning System to map all sensitive ecological resources (e.g. T&E habitat, wetlands) to ensure consistency in map production.
8. URS will produce an Ecological Findings Report documenting all research and field survey results. The BE report produced by SWCA (see Item 4) will be included as an appendix to the Ecological Findings Report.

Deliverables:

- Draft and final Ecological Findings Report will document existing conditions on the site, including the results of wetland delineations and listed species habitat assessments. The report will include an analysis of impacts to wetlands, surface water features, and riparian buffers using the design footprint.

Task 2.2 Clean Water Act Section 404 Permitting

URS will prepare permitting documents and conduct the agency coordination necessary to obtain a Section 404 Individual Permit for the Project. Specifically, URS will:

1. Participate in a pre-application meeting with the USACE to discuss the Ecological Findings Report and determine the remaining permitting steps.
2. Prepare the following required submittals:
    a. A 4345 application for an USACE Individual Permit for analysis of impacts from construction of the reservoir enlargement and the tie-in pipeline.
    b. A Section 404(b)1 guidelines compliance analysis.
    c. A wetland functional assessment.
    d. A mitigation plan for the Project describing compensation for impacts to wetland and surface water features.
    e. A list of adjacent landowners.
    f. A letter submittal requesting verification of analysis of effects to federally listed threatened and endangered species, including supporting documentation.
    g. A letter submittal requesting verification of analysis of effects to state listed threatened and endangered species, including supporting documentation.
3. Prepare an abbreviated USACE draft decision document.
4. Conduct state and federal agency coordination as necessary.
5. Coordinate with other contractors to include the results of findings for cultural resource surveys and coordination in the submittal.

Deliverables:

- An Individual Permit Application will be prepared and submitted to the USACE and the New Mexico Environment Department, including the supporting documentation as described above.
- An abbreviated USACE draft decision document.

Task 2.3 NEPA Compliance

Compliance with the National Environmental Policy Act (NEPA) will be required due to assumed federal (or some types of state) funding will be obtained for the Project. It is assumed that NEPA requirements will be followed specific to the agency, but based on guidance from the USACE, the Project would likely require the preparation of an Environmental Assessment (EA), followed by a Finding of No Significant Impact (FONSI). In general, NEPA compliance would involve the following tasks:

1. Upon Notice to Proceed, URS will facilitate internal scoping by preparing for and participating in a kick-off meeting to review Project objectives, scope, and schedule, and to initiate the NEPA process and begin data collection. The kick-off meeting will be attended by the regulators, the City, the URS project manager, and appropriate technical staff.
2. URS staff will prepare an Administrative Draft EA utilizing the results of field assessments combined with other data. URS anticipates collecting data in the areas of physical, biological, land use, and socioeconomics for describing the existing environment within the proposed project site and immediate vicinity, and for subsequent impact analysis. URS will coordinate with the lead federal agency regarding any identified data gaps and will seek to obtain the necessary information.
3. The EA will include:
    a. Section 1, Introduction (including Purpose and Need for Action, Scope of the Document, and Environmental Issues).
    b. Section 2, Description of Proposed Action and Alternatives (including a Comparison of Impacts Matrix, and Alternatives Considered but Eliminated).
    c. Section 3, Environmental Analysis: Affected Environment and Impacts (including a description of direct, indirect, and cumulative impacts, and mitigation measures).
    d. Section 4, Consultation and Coordination.
    e. A List of Preparers, Bibliography, and Appendices, as required.
4. URS will use GIS (ESRI®ArcInfo®) to manage and use appropriate geographic information to present the locations and characteristics of key environmental resources.
5. URS will prepare a Draft EA based on comments received from the lead federal agency and City on the Administrative Draft EA. Review comments and corrections to the Administrative Draft EA will be evaluated and incorporated in the Draft EA by URS. A final camera-ready version of the Draft EA will be submitted to the lead agency for approval. After approval by the lead agency, the Draft EA will be published and made available for a public comment period. The public comment period is typically 30-days, but may be shorter or longer based on the discretion of the lead federal agency.
6. In coordination with the lead federal agency, URS will place legal notices in two local newspapers and will provide mailings of postcards/letters to designated repositories, agencies, and interested public, notifying interested parties of the availability of the Draft EA based on the project mailing list developed during the scoping process.
7. URS will collect and organize comments received on the Draft EA during the comment period. URS will review and categorize the comments as substantive or non-substantive. A response to substantive comments will be prepared, and edits will be made to the Draft EA as appropriate.
8. A Final EA will be prepared that incorporates edits based on comments received on the Draft EA, and will contain an appendix with a response to comments. A copy of the Final EA will be submitted to the lead agency for review and comment. After URS responds to agency comments, a final camera-ready version will be submitted to the lead agency for approval. After approval by the lead agency, the Final EA will be published and distributed.
9. URS will prepare a Draft FONSI for the lead federal agency to review. After one round of review and comment on the Draft FONSI, URS will prepare the Final FONSI that will be published and distributed with the Final EA.

URS will establish and maintain a complete Administrative Record including direction given to URS from the lead federal agency, technical data, research, professional opinions, correspondence, personal contacts, studies, surveys, and other background data that form the basis of the EA. The record will list the dates and sources of data used in documents produced under this contract. URS will be responsible only for information/correspondence we collect or that is provided by the agency.

Deliverables:

- Notes from the kick-off meeting.
- Electronic file of the Administrative Draft EA to the lead Federal agency.
- Camera-ready Draft EA documents.
- Up to 50 postcards/notices will be mailed to announce the availability of the Draft EA.
- The Draft and Final FONSI.
- The complete Administrative Record in PDF format on CD (original electronic documents, not scanned paper copies) and in hardcopy at the culmination of the project.

Task 2.4 Cultural Resources Survey and Report

An initial review of the Archaeological Records Management Section (ARMS) of the New Mexico State Historic Preservation Division (HPD) indicates that the majority of the proposed pipeline route and reservoir expansion were surveyed in 2002. These surveys meet current standards for archaeological investigations. Cultural resource surveys will be required to address areas not previously surveyed. However, archaeological site updates are recommended in order to assess the potential effect of the proposed project on previously identified cultural resources throughout the Area of Potential Effect (APE).

1. Cultural Resources Background Literature Review. An SWCA archaeologist will overlay the proposed project area on the *ARMS data layer* in order to verify the portions of the APE that have been previously surveyed. They will also identify previously recorded historic or prehistoric archeological sites, or registered historic properties located in and near the project area.
2. Field Survey. Two SWCA archaeologists will conduct an intensive pedestrian survey of the project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, significance of any cultural resources in the project area. During the survey, the archaeologist will examine the ground surface and erosional profiles for cultural resources. Archaeologists will visit all previously recorded cultural resources within the APE. All sites will be documented and plotted on USGS 7.5-minute topographic maps and appropriate project maps for planning purposes. Hand-held Global Position System (GPS) receiver units will be utilized to provide accurate, fast plotting of site areas in relation to the proposed project area boundaries. SWCA will employ a non-collection strategy during the survey; any artifacts encountered will be tabulated and described in field notes and photographs, but not removed from the field.
3. Report Production. When the fieldwork has been completed, SWCA will prepare a report of the investigations for submittal to the client and the regulatory agencies. The report will be of sufficient scope and thoroughness to submit to the USACE and the New Mexico SHPO. The report will follow New Mexico HPD reporting guidelines. The report will include the methods and results of fieldwork; appropriate background environmental and cultural chapters; preliminary recommendations of significance of all cultural resources found, pursuant to the provisions of Section 106 of the National Historic Preservation Act (NHPA); an analysis of the effects of the project undertaking on significant culture resources (i.e., those recommended eligible for the National Register of Historic Places), and recommendations for avoidance and/or additional cultural resources work (if appropriate). This report will serve for SHPO review. Laboratory of Anthropology (LA) Site forms will be completed for each site identified as falling within the APE.

Deliverables:

- A draft and final reports that follows New Mexico HPD reporting guidelines summarizing cultural resources surveys.

Task 2.5 SWCA Permitting Support

Funds in this task will be used by SWCA for miscellaneous permitting support for items not covered in Tasks 1-4 (e.g. NEPA support, additional agency coordination, etc.).

Task 3 - Final Geotechnical Investigation and Design

The project configuration selected during the Pre-Design Phase will be advanced through design. At this time it is anticipated a new embankment dam impounding up to 4,000 acre-feet, located upstream of the existing dams, will be designed along with a maintenance road around the south/west/north sides of the reservoir. The existing dams would be removed as part of this project. It is assumed that the present Bradner Reservoir would be drained prior to construction of the new dam.

Task 3.1 Final Geotechnical Investigations and Reports

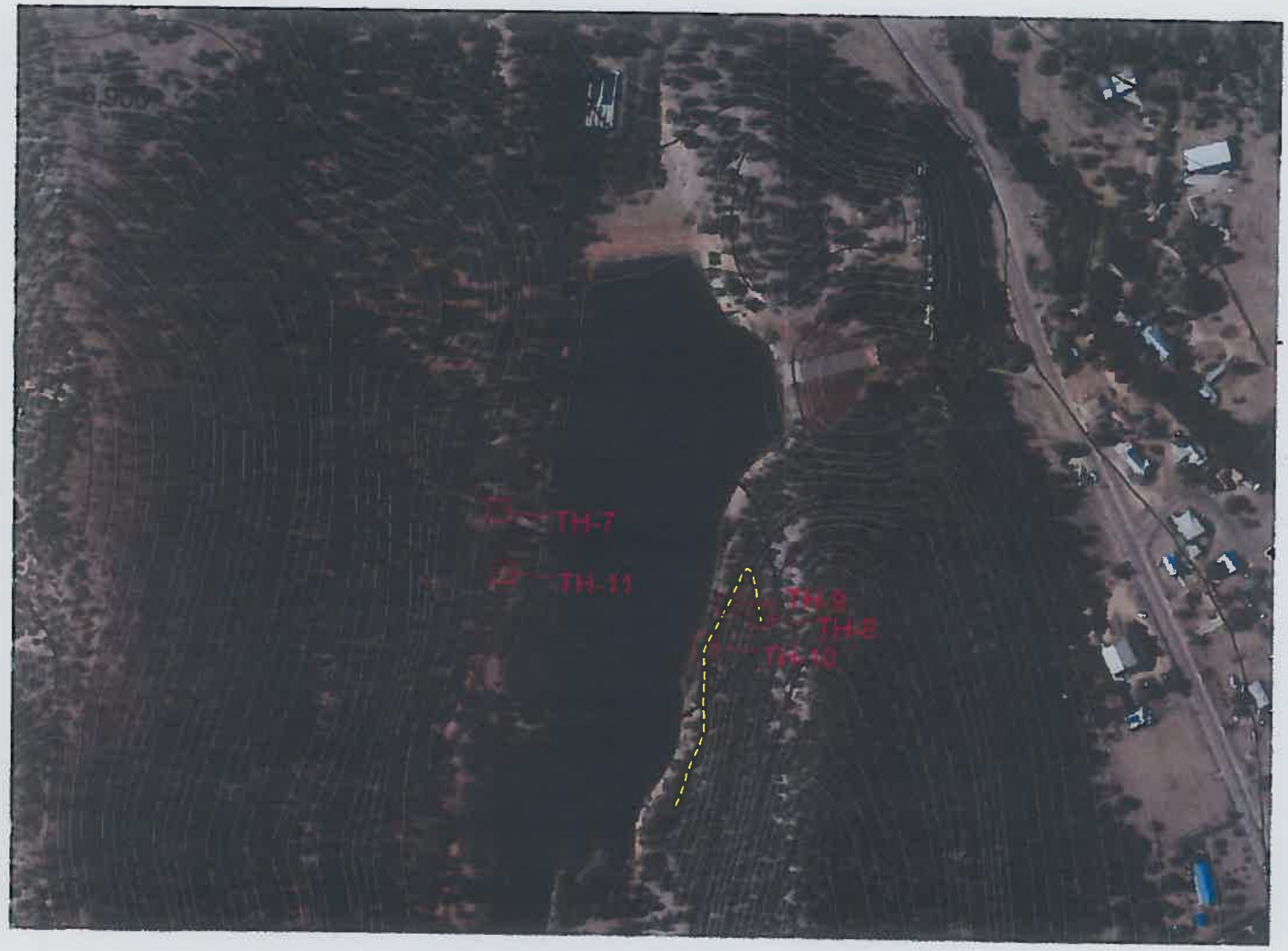
It is required to do additional drilling and testing of the foundation of the upstream dam alignment for the 4,000 AF reservoir since the alignment concept changed during the preliminary geotechnical investigation. It is critical that we obtain adequate foundation information for the design so to mitigate potential change orders during construction due to differing site conditions.

The final geotechnical investigations will include test holes, laboratory testing, and preparation of a data report and design basis report in conformance with NMOSE Rules. We will drill, sample, and do in situ testing for five test holes, at locations shown on Figure 1. Total footage in the five test holes is approximately 1350 feet using a single track-mounted core rig. A description of each test hole follows:

1. TH-7. A 300-foot deep test hole is proposed to cross the sandstone beds that comprise the middle member of the Chinlee Formation, located near the center of the proposed dam, in the bottom of the valley. The test hole will be collared in claystone adjacent to the sandstone and then drilled along a trend that is about 45 degrees from strike of the beds and a plunge that is about 30 degrees less than the near vertical dip of the beds. The trend and plunge of the hole will provide a test hole that crosses beds of sandstone and possibly some limestone that may have potential for seepage. Results from this test hole, including in situ water testing or packer testing will be used to help design a grout curtain to reduce seepage.
2. TH-8. A 200-foot deep test hole is proposed for the upper portion of the right abutment, collared at an elevation of about 6880 feet, to drill, sample, and do in situ testing in the Morrison Formation, which makes up the top of the right abutment and eastern reservoir rim. The fractured Morrison sandstone may have seepage potential and results from the testing will be used to help design a grout seepage reduction feature.
3. TH-9. A 300-foot deep test hole is proposed at a location on the right abutment, below test hole TH-8, and collared at elevation 6850 feet, to drill, sample, and test the Entrada Formation, Todilto Formation, and overlap with the Morrison Formation. This test hole will include in situ testing to help evaluate seepage potential in the Entrada sandstone and the effectiveness of the shale in the Todilto Formation to act as a barrier to seepage along the east reservoir rim.
4. TH-10. A 250-foot deep test hole is proposed near the bottom of the right abutment to drill, sample, and do in situ testing in the Entrada Sandstone, and will supplement information from TH-8 and TH-9. Information from this test hole will be used to help design the grout curtain in the lower right abutment.
5. TH-11. An optional 300-foot deep test hole is proposed. The location shown on Figure 1 is based on the need for another test hole in the Chinlee Formation. Final location might also be on the right abutment, and will be determined in the field as results from test holes TH-7 to TH-10 are obtained.

Also included in this scope are test holes along the proposed spillway alignment which will be identified in the Pre-Design Phase of the project. We are anticipating five holes drilled to about 30 feet deep or 5feet into bedrock whichever is less along the alignment.

URS



N

LEGEND

- Approx. location of proposed test hole.
- Approx. location of proposed access road.

Note: Topography from USGS 10 meter Resolution Digital Elevation Model. Contour interval is 10 feet.

Scale: 1 inch = 250 feet

0 250 500 750

JOB NO. 22249275	BRADNER DAM LAS VEGAS, NEW MEXICO FINAL DESIGN PROPOSED TEST HOLE LOCATION MAP
PREPARED BY: DG	
DATE: 4-10-13	

FIGURE 1

Construction of an access road and drill pads for test holes TH-8, TH-9, and TH-10 will be required. We will construct about 800 feet of access road from upstream of the right abutment to locations for the test holes on the right abutment, as shown approximately on Figure 1. We estimate the road can be built in two work days with a D-8 bulldozer. We also have included use of a track mounted backhoe, for 2 or 3 days, for access work and drill pad construction.

We will conduct a borrow investigation for materials to be used in the rock fill or earth fill shells or zones of the dam. We plan to obtain samples and conduct laboratory testing of five potential rock types at the site, including the Glorieta Sandstone, the Santa Rosa Sandstone, the middle member of the Chinle Formation (sandstone), the Entrada Sandstone, and the Morrison Formation (sandstone). Laboratory testing will be conducted on bulk samples or boulders of the rock and core samples obtained from the test holes. We plan to conduct Los Angeles Abrasion and Sodium Sulfate Soundness tests on each of the bulk samples and unconfined compressive strength, specific gravity, and density testing on the core samples. We also plan to conduct point load tests on the core samples, in the field, to correlate with the unconfined compression test results.

Deliverables:

- Draft and final Data Reports that will include information obtained from the investigations, including test pit logs, test hole logs, a stratigraphic column, location plans and profiles, summary tables with borrow laboratory test results, etc.
- Draft and final Design Basis Report that will present our interpretations of site conditions and summarize engineering properties of materials for use in design.
- The findings and recommendations presented in the Data and Design Basis Reports will be summarized in the Design Report.

Task 3.2 Design Report

A Design Report will be prepared for the project components following OSE Rules. The report will document geologic and geotechnical information and data; design criteria related to geotechnical, hydraulic, structural, electrical, and other project aspects; design of the project elements; and supporting documentation and calculations. The report will also include the development of the instrumentation plan, construction schedule, and cost estimate.

Deliverables:

- Draft and final Design Reports presenting the assumptions, methodologies, and results of the hydraulic, structural, geotechnical, and mechanical analysis used to design the project features.
- Final documents will be delivered in hard copy and PDF format.

Task 3.3 Final Design

The hydraulic, geotechnical, structural, and electrical, and other analyses will be completed to support the design of the embankment dam, outlet works, spillway, downstream conveyance, and maintenance road.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the final design analyses so that the construction documents can be prepared for the Project.

Task 3.3.1 Spillway and Outlet Works Hydraulic Analyses and Design

This task includes the hydraulic analyses and designs of the spillway and outlet works. Specific work includes:

- Reservoir flood routing will be performed using HEC-HMS to verify design parameters and spillway sizing.
- Spillway rating curve will be prepared based on the HEC-HMS computer analysis.

- Freeboard analysis will include wave run-up calculations to determine the required dam freeboard height measured from the maximum water surface to dam crest. Riprap size for wave protection of the upstream dam face will be calculated.
- The spillway tailwater analysis will be developed to size the stilling basin. The tailwater analysis will also be used to evaluate downstream erosion potential at the spillway discharge location.
- Final hydraulic calculations will be performed to size the project features including potential labyrinth weir, chute, and stilling basin.
- URS will perform a three-dimensional CFD modeling of the proposed spillway configuration to finalize its layout.
- Reservoir evaluation study will be performed to appropriately size the outlet works capacity based on emergency reservoir drawdown.
- Outlet works hydraulic design will be performed to appropriately size the system to meet the required demands.
- Stage/discharge rating curve will be developed for the system.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the hydraulic design of the project elements with supporting calculations and computer output.

Task 3.3.2 Spillway and Outlet Works Structural, Mechanical, and Electrical Analyses and Design

This task includes the structural design of the spillway and outlet works project components. The outlet works includes the intake tower, outlet conduit, and downstream bifurcation value vault with impact basin. The connection, downstream of the vault, with the City's raw water pipeline and the raw water reservoir inlet structure will be designed by others under a separate contract. The raw water pipeline designers, separate contract, will need to complete a City raw water system distribution hydraulics model to adequately design the reservoir raw water inlet and the connection to the City's raw water pipeline downstream of URS' vault. . The raw water inlet(s) will be located upstream of the dam within the upper areas of the reservoir. It is assumed that these structures will be outside of the OSE's jurisdiction since they will not be associated with the structure and as such can be designed independent of the dam design. URS will coordinate our design with the designers of the raw water pipeline. Specific work includes:

- Concrete design of the spillway and inlet tower of the outlet works, and outlet works conduit, impact basin, and downstream vaive vault.
- Mechanical and electrical aspects of the gates will be designed. It is anticipated that the outlet works will consist of a multi-level intake tower with three inlet gates with an upstream guard gate and a downstream bifurcation valve vault. The bifurcation will be used to release emergency discharges and delivery water to the City's raw water pipeline. It is also assumed that the gates and monitoring instrumentation would be operated manually, locally, or remotely through the City's future SCADA system that is planned to be located at the water treatment plant. URS will design the outlet works through the new valve structure and the connection to the raw water pipeline will be designed by others.
- Trash racks located on the intake gates will be designed for the appropriate ice and dynamic loading conditions.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the hydraulic design of the project elements with supporting calculations and computer output.

Task 3.3.3 Geotechnical Analyses and Design

The following task includes developing a site specific hazard analysis, embankment stability analysis for the required loading cases, liquefaction analysis and design, settlement analysis and design, internal seepage analysis and design, and reservoir rim stability analysis and design.

Site Specific Hazard Analysis

A seismological study for the dam and reservoir areas will be completed. The study will evaluate and justify the appropriate seismic parameters used for design. The dam and appurtenant structures shall be capable of withstanding the operating basis earthquake (OBE) with little to no damage and without interruptions of function. The OBE has a 50 percent probability of exceedance during the service life (not less than 100 years) of the dam or appurtenant structures. The dam and appurtenant structures critical to the safety of the dam shall also be capable of withstanding the design basis earthquake (DBE) without failure. The DBE has a 1 percent probability of exceedance in 50 years (approximately 5000-year return frequency) as required by the NMOSE.

Geotechnical Analysis

The data gathered from the geotechnical investigations and existing data review will be used to complete the geotechnical analysis consisting of seepage, stability, and settlement analyses. The maximum section at the dam will be analyzed for the design. Analysis will also be completed to evaluate liquefaction potential of dam and foundation materials.

The seepage analysis will be conducted to evaluate the phreatic condition within the dam section. The seepage model will be performed for the proposed dam at normal pool elevation under long-term steady state seepage conditions. The results will also be used to evaluate the capacity and design of the internal drainage system of the dam.

Liquefaction potential will be evaluated for foundation materials using blow count information from the field investigation and empirical correlations. The pore pressures from the proposed normal pool will be used in the analysis.

The stability analysis will be performed in accordance with the OSE Rules. The maximum dam section will be developed and analyzed for steady state long term drained, end of construction, rapid drawdown, and operational drawdown loading conditions. The seismic loading condition will also be analyzed since the dam is classified as a high hazard structure. For the seismic loading condition the dam will be analyzed for normal pool elevation with a steady state phreatic surface. A post-earthquake stability analysis will be completed. If the seismic stability analysis does not meet minimum requirements, a simplified deformation analysis will be completed. The purpose of the deformation analysis is to demonstrate that the dam is capable to withstand the DBE event without breaching and with at least three feet of freeboard remaining after deformation. The analysis will also assess the potential for internal erosion as a result of cracking during deformation.

Settlement analysis will be performed to evaluate camber design. Camber shall be at least two percent of the total embankment height, with a minimum of one-foot at the highest point of the dam. The tops of the internal core zones shall also be provided with camber in a similar manner to the crest of the dam.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the geotechnical analyses with supporting calculations and computer output.

Task 3.4 Construction Drawings

Construction drawings will be developed for preparation of the construction documents. It is anticipated that 120 drawings will be completed for the project. The drawings will be prepared in the latest version of AutoCAD in standard 22-inch by 34-inch size paper, and will meet OSE Rules. The final construction drawings will be stamped and signed by a professional engineer licensed in the State of New Mexico. During the design, URS will perform quality control checks and constructability reviews. Any change in design concepts or construction methods identified during the design process will be communicated directly to the City and the OSE for their concurrence. To complete the design within the schedule, we propose to submit design drawings and specifications in four (4) formal submittals:

- **30% submittal.** The 30% design will show the general layout of primary construction components, but will lack construction controls and details. The purpose of this submittal is to allow the opportunity to review the concepts prior to full development of the drawings. The design will be set after the 30% design. Design change concepts after the 30% would be considered a change in scope and schedule.
- **60% submittal.** The 60% design will incorporate requested 30% design changes. Structural design will be presented on the drawings.
- **100% submittal.** This submittal will contain the final drawings that include construction controls and details and are ready for OSE submittal for approval.
- **Bid-ready submittal.** This submittal will reflect the City's and OSE's comments and will be considered ready for bidding.

Deliverables:

- 30%, 60%, 100%, and bid-ready construction drawing submittals.
- Bid-ready documents will be delivered in hard copy and PDF format, and will be used for bidding.

Task 3.5 Project Specifications

URS will prepare specifications in standard Construction Specification Institute (CSI) format and in Microsoft Word. It is anticipated that 50 specification sections will be completed for the Project. We have developed a library of construction-tested, technical specifications for dams which will be used as a basis for the Project. Applicable sections will include measurement and payment, quality control, submittals, excavation, earthwork, riprap and bedding, foundation dewatering, foundation grouting, drains, concrete, gates and valves, metalwork, and instrumentation. We will use the Engineer's Joint Contract Documents Committee (EJCDCs) General Conditions for the Project.

The specifications for the dam will be submitted using the same milestones as the dam drawings:

- **30% submittal.** A list of specifications will be submitted.
- **60% submittal.** Draft technical specifications will be submitted.
- **100% submittal.** This submittal will contain the final Division 0 through Division 16 specifications, including General Conditions, Supplemental Conditions, and Technical Specifications for review.
- **Bid-ready submittal.** This submittal will include the final completed specifications for the dam that will be ready for bid advertisement. The review comments from the City and the OSE will be addressed in this submittal.

Deliverables:

- 30%, 60%, 100%, and bid-ready specification submittals.
- Final documents will be delivered in hard copy and PDF format.

Task 3.6 Means and Methods, and Estimate of Probable Construction Costs

URS will evaluate construction means and methods so that adequate quantities can be defined. A workshop will be held to discuss the pricing of the project elements so that an understanding can be developed related to the project construction cost and schedule. The cost estimates will be developed based on quantity takeoffs estimated from the drawings. URS will assemble the quantity estimates and estimate construction costs for the project features. Pricing for construction quantities will be based on URS' database for material costs and prevailing wage rates for New Mexico. Appropriate contingencies will be applied, based on the level of the design when the estimate is conducted. URS will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. For the construction cost estimate, URS will assume that the project will be bid on a competitive basis. The cost information will be submitted in three (3) formal submittals as presented below:

- **30% submittal.** Preliminary probable construction cost will be submitted.
- **100% submittal.** This submittal will include an updated bid schedule and updated quantities. A cost summary spreadsheet will be prepared and submitted.
- **Bid-ready submittal.** A cost estimate report will be prepared for the bid-ready submittal, containing the final cost summary, basis of the price estimates, and documentation of the quantity estimates. The final bid schedule will be included in the Bid Documents for bid advertisement.

Deliverables:

- Final Design Report section presenting the basis of the construction cost estimate.
- 30%, 100%, and bid-ready cost estimates.
- Construction schedule submitted with the final design report.
- Final documents will be delivered in hard copy and PDF format.

Task 4 – EAP and O&M Updates

Task 4.1 Emergency Action Plan (EAP)

URS will prepare an EAP for the new dam and its facilities. These facilities will include the dam, outlet works, instrumentation, and any additional downstream piping to accommodate reservoir releases as aforementioned. The EAP flood inundation and evaluation mapping will be based on the dam break modeling. The dam break modeling will include the potential failures of the dam as required by the OSE. The required reviews from interested parties will be obtained as required by OSE Rules.

Deliverables: Draft and final EAPs.

Task 4.2 Dam Break Analysis

URS will perform dam break analyses for the dam. The postulated dam failures will be routed downstream of the dams to a location where the floods do not pose a flood threat. The downstream flood routing will be performed using the Flow-2D computer model. Inundation results will be presented for the inclusion of the EAP. The dam break analysis and report will be in conformance with OSE Rules.

Deliverables: Draft and final Dam Break Reports.

Task 4.3 Operation and Maintenance Manual (O&M)

URS will prepare the O&M manual for the new dam and its facilities. The O&M will include the dam, outlet works, instrumentation, and conveyance system to accommodate reservoir releases into the existing water system. The O&M manual will be in conformance with OSE Rules.

Deliverables: Draft and final O&M Manuals.

Task 5 – OSE Submittal and Coordination

Task 5.1 OSE Submittal and Coordination

URS will prepare the final design submittal for the OSE and make the submittal in conformance with OSE Rules. The submittal will include 1) Application Filing Fee ($25 Paid by the City), 2) Design Review Fee ($2/$1000 of the Engineer's Estimate Paid by the City), 3) Review Check List, 4) Application (URS will draft for the City's signature), 5) Design Report, 6) Construction Drawings, 7) Specifications, 8) Boundary and Easement or Right of Way Plat Survey, 9) Emergency Action Plan, and 10) Operation and Maintenance Manual (including Instrumentation Plan). URS will stay in contact with the OSE during their review and will address their comments in a timely manner.

Deliverables: The aforementioned documents and bid-ready documents.

Schedule

The project will be completed within 550 calendar days from the NTP date. The project could be detailed by environmental permitting issues that are out of URS' control. The schedule will need to be extended if required. A detailed schedule will be submitted prior to the kick-off meeting (as discussed under Task 1). The City is responsible for obtaining adequate Project funding for the planning, design and construction of the Project, and URS does not take any implied or direct liability related to obtaining funding or the City's ability of obtaining such funding for the Project.

Budget

The project budget is presented on the following spreadsheets. The contract will be performed on a time and materials basis with a not to exceed total. It is assumed that URS will have the ability to move funds from one task to another with the understanding that we will not exceed the total scope contract amount. This will allow URS the flexibility to meet the City's needs in a timely manner.

Bradner Reservoir Enlargement Phase
Environmental Permitting and Design Phase
Budget Summary

Task	Budget
Task 1 - Project Management	$82,668
Task 2 - Environmental Permitting	$249,279
Task 3 - Design	$1,467,099
Task 4 - EAP and O&M Updates	$71,853
Task 5 - OSE Submittal & Coordinatio	$46,680
Total	$1,917,578

Project Management, Task 1
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 1.1 - Project Management Plan	TASK 1.2 - Quality Assurance/Quality Control Program	TASK 1.3 - Project Schedule Development, Maintenance, and Reporting	TASK 1.4 - Budget Monitoring and Reporting	TASK 1.5 - Invoicing and Progress Reporting	
Labor	***Total Hours***	***Rate***	***Unit***	***Hours***					***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr						$0
Assistant/Support Staff 2	0	$55	$/hr						$0
Assistant/Support Staff 3	0	$65	$/hr						$0
Assistant/Support Staff 4	84	$75	$/hr	4	20	20	20	20	$6,300
Assistant/Support Staff 5	0	$85	$/hr						$0
Assistant/Support Staff 6	0	$95	$/hr						$0
Assistant/Support Staff 7	0	$105	$/hr						$0
Assistant/Support Staff 8	0	$115	$/hr						$0
Assistant/Support Staff 9	0	$125	$/hr						$0
Assistant/Support Staff 10	0	$135	$/hr						$0
Staff 1	0	$80	$/hr						$0
Staff 2	0	$90	$/hr						$0
Staff 3	184	$100	$/hr	24	40	40	40	40	$18,400
Staff 4	0	$110	$/hr						$0
Project 1	0	$120	$/hr						$0
Project 2	0	$130	$/hr						$0
Project 3	0	$140	$/hr						$0
Project 4	0	$150	$/hr						$0
Consultant 1	0	$165	$/hr						$0
Consultant 2	0	$180	$/hr						$0
Consultant 3	0	$195	$/hr						$0
Consultant 4	0	$200	$/hr						$0
Principal 1	228	$210	$/hr	8	160	20	20	20	$47,880
Principal 2	0	$210	$/hr						$0
Principal 3	0	$210	$/hr						$0
Principal 4	0	$210	$/hr						$0
Expert Whitness	0	$375	$/hr						$0
	0	$0	$/hr						$0
Labor Subtotal				$4,380	$39,100	$9,700	$9,700	$9,700	$72,580
Communication Markup		0.03	%	$131	$1,173	$291	$291	$291	$2,177
Labor Total				$4,511	$40,273	$9,991	$9,991	$9,991	$74,757
Other Direct Costs	***No. Units***	***Rate***	***Unit***	***Number***					***Grand Total***
Airfare	8	$400	Round Trip		8				$3,200
Rental Vehicles	16	$80	Day		16				$1,280
Lodging	16	$110	Night		16				$1,760
Meals	16	$60	Day		16				$960
Parking Fees	16	$30	Day		16				$480
Field Supplies	0	$20	Each						$0
Miscellaneous	0	$1,000	Each						$0
Long Term Truck Rental	0	$1,500	Month						$0
Long Term Lodging	0	$1,700	Month						$0
Other Direct Costs Subtotal				$0	$7,680	$0	$0	$0	$7,680
Other Direct Costs Markup		0.03	%	$0	$230	$0	$0	$0	$230
Mileage	0	0.55	Miles						
Mileage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$0	$7,910	$0	$0	$0	$7,910
Subcontracts		***Rate***	***Unit***	***Cost***					***Grand Total***
Drilling									$0
Materials Testing									$0
Survey									$0
Estimating									$0
Environmental									$0
Other									$0
Other									$0
Other									$0
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		0.05	%	$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$4,511	$48,183	$9,991	$9,991	$9,991	$82,668

Environmental Permitting Task 2
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 2.1 - Ecological Resources Surveys	TASK 2.2 - Clean Water Act Section 404 Permitting	TASK 2.3 - NEPA Compliance	TASK 2.4 - Cultural Resources Survey and Report	TASK 2.5 - SWC Permitting Support 10	
Labor	***Total Hours***	***Rate***	***Unit***						***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr						$0
Assistant/Support Staff 2	0	$55	$/hr						$0
Assistant/Support Staff 3	0	$65	$/hr						$0
Assistant/Support Staff 4	74	$75	$/hr	16	16	16	2	24	$5,550
Assistant/Support Staff 5	0	$85	$/hr						$0
Assistant/Support Staff 6	160	$95	$/hr			160			$15,200
Assistant/Support Staff 7	0	$105	$/hr						$0
Assistant/Support Staff 8	160	$115	$/hr			160			$18,400
Assistant/Support Staff 9	340	$125	$/hr	60	80	160		40	$42,500
Assistant/Support Staff 10	348	$135	$/hr	60	80	160	8	40	$46,980
Staff 1	0	$80	$/hr						$0
Staff 2	0	$90	$/hr						$0
Staff 3	0	$100	$/hr						$0
Staff 4	0	$110	$/hr						$0
Project 1	176	$120	$/hr		16	160			$21,120
Project 2	168	$130	$/hr		8	160			$21,840
Project 3	176	$140	$/hr		16	160			$24,640
Project 4	0	$150	$/hr						$0
Consultant 1	40	$165	$/hr			40			$6,600
Consultant 2	0	$180	$/hr						$0
Consultant 3	0	$195	$/hr						$0
Consultant 4	0	$200	$/hr						$0
Principal 1	48	$210	$/hr	2	2	40	2	2	$10,080
Principal 2	0	$210	$/hr						$0
Principal 3	0	$210	$/hr						$0
Principal 4	0	$210	$/hr						$0
Expert Whitness	0	$375	$/hr						$0
	0	$0	$/hr						$0
Labor Subtotal				$17,220	$27,620	$153,800	$1,650	$12,620	$212,910
Communication Markup		0.03	%	$517	$829	$4,614	$50	$379	$6,387
Labor Total				$17,737	$28,449	$158,414	$1,700	$12,999	$219,297
Other Direct Costs	***No. Units***	***Rate***	***Unit***						***Grand Total***
Airfare	7	$400	Round Trip	3	2	2			$2,800
Rental Vehicles	14	$80	Day	6	4	4			$1,120
Lodging	14	$110	Night	6	4	4			$1,540
Meals	14	$60	Day	6	4	4			$840
Parking Fees	14	$30	Day	6	4	4			$420
Field Supplies	0	$20	Each						$0
Miscellaneous	2	$1,000	Each	1	1				$2,000
Long Term Truck Rental	0	$1,500	Month						$0
Long Term Lodging	0	$1,700	Month						$0
Other Direct Costs Subtotal				$3,880	$2,920	$1,920	$0	$0	$8,720
Other Direct Costs Markup		0.03	%	$116	$88	$58	$0	$0	$262
Mileage	0	0.55	Miles						$0.00
Milage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$3,996	$3,008	$1,978	$0	$0	$8,982
Subcontracts		***Rate***	***Unit***						***Grand Total***
Drilling									$0
Materials Testing									$0
Survey									$0
Estimating									$0
Environmental							$20,000		$20,000
Other									$0
Other									$0
Other									$0
Subcontracts Subtotal				$0	$0	$0	$20,000	$0	$20,000
Subcontracts Markup		0.05	%	$0	$0	$0	$1,000	$0	$1,000
Subcontracts Total				$0	$0	$0	$21,000	$0	$21,000
GRAND TOTAL				$21,733	$31,456	$160,392	$22,700	$12,999	$249,279

Final Geotechnical Investigations and Design Phase, Task 3
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into gray cells.

Labor	Total Hours	Rate	Unit	TASK 3.1 Final Geotechnical Investigations and Reports	TASK 3.2 Design Report	TASK 3.3.1 - Spillway and Outlet Works Hydraulics Analyses and Design	TASK 3.3.2 - Spillway and Outlet Works Structural, Mechanical, and Electrical Analyses and Design	TASK 3.3.3 - Geotechnical Analyses and Design	TASK 3.4 - Final Construction Drawings	TASK 3.5 - Final Project Specifications	TASK 3.6 - Construction Means and Methods and Estimating	Grand Total
Assistant/Support Staff 1	0	$45	$/hr									$0
Assistant/Support Staff 2	0	$55	$/hr									$0
Assistant/Support Staff 3	0	$65	$/hr									$0
Assistant/Support Staff 4	360	$75	$/hr		20	40	40	40	40	40	40	$19,500
Assistant/Support Staff 5	0	$85	$/hr									$0
Assistant/Support Staff 6	0	$95	$/hr									$0
Assistant/Support Staff 7	0	$105	$/hr									$0
Assistant/Support Staff 8	40	$115	$/hr		40							$4,600
Assistant/Support Staff 9	2200	$125	$/hr						2200			$275,000
Assistant/Support Staff 10	0	$135	$/hr									$0
Staff 1	0	$80	$/hr									$0
Staff 2	160	$90	$/hr	160								$14,400
Staff 3	1380	$100	$/hr		60	160	160	320	600	80		$138,000
Staff 4	580	$110	$/hr	260			240			80		$63,800
Project 1	1540	$120	$/hr	220			600	600			120	$184,800
Project 2	1120	$130	$/hr	160	80	160	400	320				$145,600
Project 3	1080	$140	$/hr	220	60	80	100	320			300	$151,200
Project 4	280	$150	$/hr				160			40	80	$42,000
Consultant 1	160	$165	$/hr				160					$26,400
Consultant 2	250	$180	$/hr	20	60	40	90	40				$45,000
Consultant 3	0	$195	$/hr									$0
Consultant 4	0	$200	$/hr									$0
Principal 1	356	$210	$/hr	40	40	16	20	80	80	40	40	$74,760
Principal 2	0	$210	$/hr									$0
Principal 3	0	$210	$/hr									$0
Principal 4	0	$210	$/hr									$0
Expert Witness	0	$375	$/hr									$0
	0	$0	$/hr									$0
Labor Subtotal				$133,000	$50,100	$61,560	$254,100	$217,400	$354,000	$34,200	$79,800	$1,185,060
Communication Markup		0.03	%	$3,990	$1,503	$1,847	$7,623	$6,522	$10,620	$1,026	$2,394	$35,552
Labor Total				$136,990	$51,603	$63,407	$261,726	$223,922	$364,620	$35,226	$82,194	$1,220,612
Other Direct Costs	*No. Units*	*Rate*	*Unit*									*Grand Total*
Airfare	9	$400	Round Trip	2		2		2		1	2	$3,600
Rental Vehicles	22	$80	Day	4		4		8		2	4	$1,760
Lodging	63	$110	Night	45		4		8		2	4	$6,930
Meals	63	$60	Day	45		4		8		2	4	$3,780
Parking Fees	22	$30	Day	4		4		8		2	4	$660
Field Supplies	0	$20	Each									$0
Miscellaneous	1	$1,000	Each			1		1		1	1	$4,000
Long Term Truck Rental	3	$1,500	Month	3								$4,500
Long Term Lodging	0	$1,700	Month									$0
Other Direct Costs Subtotal				$13,390	$0	$2,920	$0	$4,040	$0	$1,960	$2,920	$25,230
Other Direct Costs Markup		0.03	%	$402	$0	$88	$0	$121	$0	$59	$88	$757
Mileage	0	0.55	Miles									$0.00
Mileage Subtotal				$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$13,792	$0	$3,008	$0	$4,161	$0	$2,019	$3,008	$25,987
Subcontracts		*Rate*	*Unit*									*Grand Total*
Drilling				$180,000								$180,000
Materials Testing				$20,000								$20,000
Survey												$0
Estimating												$0
Environmental											$10,000	$10,000
Other												$0
Other												$0
Other												$0
Subcontracts Subtotal				$200,000	$0	$0	$0	$0	$0	$0	$10,000	$210,000
Subcontracts Markup		0.05	%	$10,000	$0	$0	$0	$0	$0	$0	$500	$10,500
Subcontracts Total				$210,000	$0	$0	$0	$0	$0	$0	$10,500	$220,500
GRAND TOTAL				$360,782	$51,603	$66,414	$261,826	$228,083	$364,444	$37,245	$95,702	$1,467,099

EAP and O&M Updates, Task 4
Budget Estimate

				TASK 4.1 - Update Emergency Action Plan (EAP)	TASK 4.2 - Update Dam Break Analysis	TASK 4.3 - Update Operation and Maintenance Manual (O&M)	
Labor	***Total Hours***	***Rate***	***Unit***				***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr				$0
Assistant/Support Staff 2	0	$55	$/hr				$0
Assistant/Support Staff 3	0	$65	$/hr				$0
Assistant/Support Staff 4	0	$75	$/hr				$0
Assistant/Support Staff 5	0	$85	$/hr				$0
Assistant/Support Staff 6	0	$95	$/hr				$0
Assistant/Support Staff 7	24	$105	$/hr		24		$2,520
Assistant/Support Staff 8	48	$115	$/hr	24		24	$5,520
Assistant/Support Staff 9	0	$125	$/hr				$0
Assistant/Support Staff 10	0	$135	$/hr				$0
Staff 1	0	$80	$/hr				$0
Staff 2	0	$90	$/hr				$0
Staff 3	160	$100	$/hr	40	80	40	$16,000
Staff 4	0	$110	$/hr				$0
Project 1	160	$120	$/hr	40	80	40	$19,200
Project 2	0	$130	$/hr				$0
Project 3	0	$140	$/hr				$0
Project 4	80	$150	$/hr	20	20	40	$12,000
Consultant 1	0	$165	$/hr				$0
Consultant 2	0	$180	$/hr				$0
Consultant 3	0	$195	$/hr				$0
Consultant 4	0	$200	$/hr				$0
Principal 1	60	$210	$/hr	20	20	20	$12,600
Principal 2	0	$210	$/hr				$0
Principal 3	0	$210	$/hr				$0
Principal 4	0	$210	$/hr				$0
Expert Whitness	0	$375	$/hr				$0
	0	$0	$/hr				$0
Labor Subtotal				$18,760	$27,320	$21,760	$67,840
Communication Markup		0.03	%	$563	$820	$653	$2,035
Labor Total				$19,323	$28,140	$22,413	$69,875
Other Direct Costs	***No. Units***	***Rate***	***Unit***				***Grand Total***
Airfare	2	$400	Round Trip		1	1	$800
Rental Vehicles	4	$80	Day		2	2	$320
Lodging	4	$110	Night		2	2	$440
Meals	4	$60	Day		2	2	$240
Parking Fees	4	$30	Day		2	2	$120
Field Supplies	0	$20	Each				$0
Miscellaneous	0	$1,000	Each				$0
Long Term Truck Rental	0	$1,500	Month				$0
Long Term Lodging	0	$1,700	Month				$0
Other Direct Costs Subtotal				$0	$960	$960	$1,920
Other Direct Costs Markup		0.03	%	$0	$29	$29	$58
Mileage	0	0.55	Miles				$0.00
Milage Subtotal				$0	$0	$0	$0
Other Direct Costs Total				$0	$989	$989	$1,978
Subcontracts		***Rate***	***Unit***				***Grand Total***
Drilling							$0
Materials Testing							$0
Survey							$0
Estimating							$0
Environmental							$0
Other							$0
Other							$0
Other							$0
Subcontracts Subtotal				$0	$0	$0	$0
Subcontracts Markup		0.05	%	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0
GRAND TOTAL				$19,323	$29,128	$23,402	$71,853

OSE Submittal and Coordination, Task 5
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into grey cells.

Labor	Total Hours	Rate	Unit	TASK 5.1 - OSE Submittal and Coordination	Grand Total
Assistant/Support Staff 1	0	$45	$/hr		$0
Assistant/Support Staff 2	0	$55	$/hr		$0
Assistant/Support Staff 3	0	$65	$/hr		$0
Assistant/Support Staff 4	0	$75	$/hr		$0
Assistant/Support Staff 5	80	$85	$/hr	80	$6,800
Assistant/Support Staff 6	0	$95	$/hr		$0
Assistant/Support Staff 7	0	$105	$/hr		$0
Assistant/Support Staff 8	0	$115	$/hr		$0
Assistant/Support Staff 9	0	$125	$/hr		$0
Assistant/Support Staff 10	0	$135	$/hr		$0
Staff 1	80	$80	$/hr	80	$6,400
Staff 2	0	$90	$/hr		$0
Staff 3	0	$100	$/hr		$0
Staff 4	0	$110	$/hr		$0
Project 1	80	$120	$/hr	80	$9,600
Project 2	0	$130	$/hr		$0
Project 3	80	$140	$/hr	80	$11,200
Project 4	0	$150	$/hr		$0
Consultant 1	0	$165	$/hr		$0
Consultant 2	0	$180	$/hr		$0
Consultant 3	0	$195	$/hr		$0
Consultant 4	0	$200	$/hr		$0
Principal 1	40	$210	$/hr	40	$8,400
Principal 2	0	$210	$/hr		$0
Principal 3	0	$210	$/hr		$0
Principal 4	0	$210	$/hr		$0
Expert Whitness	0	$375	$/hr		$0
	0	$0	$/hr		$0
Labor Subtotal				$42,400	$42,400
Communication Markup		0.03	%	$1,272	$1,272
Labor Total				$43,672	$43,672
Other Direct Costs	*No. Units*	*Rate*	*Unit*		*Grand Total*
Airfare	2	$400	Round Trip	2	$800
Rental Vehicles	4	$80	Day	4	$320
Lodging	4	$110	Night	4	$440
Meals	4	$60	Day	4	$240
Parking Fees	4	$30	Day	4	$120
Field Supplies	0	$20	Each		$0
Miscellaneous	1	$1,000	Each	1	$1,000
Long Term Truck Rental	0	$1,500	Month		$0
Long Term Lodging	0	$1,700	Month		$0
Other Direct Costs Subtotal				$2,920	$2,920
Other Direct Costs Markup		0.03	%	$88	$88
Mileage	0	0.55	Miles		$0.00
Mileage Subtotal				$0	$0
Other Direct Costs Total				$3,008	$3,008
Subcontracts		*Rate*	*Unit*		*Grand Total*
Drilling					$0
Materials Testing					$0
Survey					$0
Estimating					$0
Environmental					$0
Other					$0
Other					$0
Other					$0
Subcontracts Subtotal				$0	$0
Subcontracts Markup		0.05	%	$0	$0
Subcontracts Total				$0	$0
GRAND TOTAL				$46,680	$46,680

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/14 **DEPT:** Utilities Dept. **MEETING DATE:** 11/12/14

DISCUSSION ITEM/TOPIC: Amendment 2 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project quarry test blast.

BACKGROUND/RATIONALE: Amendment 2 is for the test blast attenuation study to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dams and to evaluate the quality of the rock after it is blasted, placed and compacted. These services that have been or will be performed were not included in the Agreement dated August, 7 2013. The amount of this amendment is $89,000.00 and will be paid out of funding received for the Bradner project. This is amendment 2 to URS contract number 2716-13 with the original pre tax amount of $1,917,578.00. Engineering firm URS was hired through RFP 101-35.

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 J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

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

Approved to form 9-25-2012

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

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

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

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

Engineers Estimate $30,527,369.95

FUNDING SOURCES	
City Funds	$ 828,991.00
Capital Outlay	$10,596,078.00
WTB	$ 4,000,000.00
SRF	$15,103,441.99
	$30,528,480.99

ESTIMATED EXPENDITURES	
Pre Design	$ 871,476.79
Design	$ 2,887,330.66
Egr Services	$ 2,809,000.00
Construction	$23,850,000.00
	$30,417,807.45

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

URS

8181 E. Tufts Ave.
Denver, CO 80237
Tel: 303.694.2770
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

1. **Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is $1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
2. **Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is $479,831.00. See the attached Amendment 1 and the attached project schedule for details.
3. **Amendment 2 – Bradner Enlargement Project Agreement dated August 7, 2013.** Amendment 2 is for the Quarry Test Blast for the rock fill material for the dam shell material. The Agreement did not include a test blast of the potential quarry site since the dam was originally planed be an earthen dam. Through analyses it was determined that a rock fill dam was more suitable for the dam site and more cost effective. The test blast is also required by the USACE 404 permit to assure that the blasting operations will not damage the existing cultural sites on the morada property. The amount of Amendment 2 is $89,000. See the attached Amendment 2 and the attached project schedule for details.

To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

The percentages of Basic Services should be less that 7% or $2,022,000 for the project, based on an estimated construction cost of $28,886,250. URS total Basic Services budget, including the amendments, is $1,914,861 which is 6.62% of estimated construction cost of $28,886,250.

The total planning and design fees for the project, including the amendments, equal $3,946,717 which is 13.7% of the estimated construction cost of $28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,
URS Corporation

Ed A. Toms, PE, Vice President
Project Manager

Attachments – Contract Amendments
Project Schedule

October 28, 2014

Amendment 2
Bradner Reservoir Enlargement Project
Quarry Test Blast

Scope of Work, Schedule, and Budget

Purpose

The purpose of test blast attenuation study has two parts. The first part of the study will collect data to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dam. The second part of the study will evaluate the quality of the rock after it is blasted and placed and compacted in lifts similar to those that will be used during construction.

Scope of Work

The project will consist of four tasks:

1. Pre-blast survey of structures
2. Drilling, blasting and monitoring
3. Rock quality testing
4. Post blast survey

Task 1 - Pre-Blast Survey

A pre-blast survey will be conducted on selected structures located within 1,000 feet of the proposed blast area. Additionally, specific structures identified by URS and or the City of Las Vegas will be inspected based on the type of structure and its sensitivity to shaking. Generally the survey will consist of high resolution digital photography and field notes to document the existing condition of structures. This will include any cracks in walls, ceilings, masonry, foundations, etc. and other defects that have been caused by normal aging and environmental forces. The condition of both the exterior and interior of structures will be documented.

Task 2 - Drilling, Blasting and Monitoring

This task consists of conducting drilling and blasting in the proposed quarry area along with monitoring the seismic and sound vibrations at different distances from blast locations. We expect three to five test blasts will be performed to evaluate blasting techniques and the resulting attenuation of vibrations.

A series of shallow test holes will be drilled blaster prior to conducting any blasting to investigate rock quality and help locate optimal test blast areas. The final test blast areas will be located in the field once the rock quality is evaluated. All of the test blasts will be located within the current quarry limits.

A licensed blaster will be subcontracted by URS and will be responsible for providing the appropriate equipment, tools, and methods for producing the test blasts. It is estimated this task will take approximately 3 to 5 days to complete.

A URS field engineer will be present during all field investigations to direct the blaster on the locations, depths, and methods for the various tasks. The URS field engineer will also be responsible for collecting samples and documenting the results of all investigations.

- We estimate the field work will last 5 to 7 days.
- Laboratory testing will include large scale gradations of rockfill material, 4 unconfined compressive strength tests, 4 L.A. Abrasion tests and 5 laboratory gradations.
- Supplies: buckets, field made sieves and screens

Task 3 - Rock Quality Testing

The work for this task will evaluate the suitability of the blasted Glorieta Formation sandstone for potential use as rockfill, riprap, and aggregate for construction of the proposed Bradner Dam. During the drilling and blasting task, one of the trial test blasts will be used produce approximately 500 to 1000 cubic yards of rock. A small test rockfill will be constructed using the blasted rock. The rock will be placed in an approximately 18 inch thick lift and compacted with a smooth drum roller. Test pits will be excavated in the rockfill to examine the compaction and breakdown of the rock material. Samples of rock will be collected to evaluate the quality of the after it is blasted but before used as rockfill. Samples will also be collected from the test rockfill before and after the lift is compacted.

Task 4 - Post Blast Survey

A post-blast survey similar to the pre-blast survey will be conducted on the same structures at the completion of blasting. The same techniques used for the pre-blast survey will be used during the post blast survey to inspect the structures. A short memo will be prepared for each structure documenting any new damage caused by blasting.

Task 5 – Project Management and Meetings

URS will provide project management for the test blast program which will include developing test blast plan for the City's and OSE's review and approval, health and safety plan, monthly invoicing and status reports, and meetings with the City, OSE, and other interested parties as directed by the City.

Schedule

The above scope of work will be performed within 30 calendar days after a notice to proceed is issued.

Budget

The above scope of work will be performed for a lump sum budget of $89,000. URS will invoice and submit a project status report on a monthly basis. The following table presents lump sum totals for each task. NM Gross receipt taxes are not reflected in the below budget.

Description	Budget
Task 1 – Pre-Blast Survey of Structures	$10,000.00
Task 2 – Drilling, Blasting, and Monitoring	$30,000.00
Task 3 – Rock Quality Testing	$29,000.00

Task 4 – Post Blast Survey of Structures	$5,000.00
Task 5 – Project Management and Meetings	$15,000.00
Total	**$89,000.00**

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

ATTEST:_____

Type Name _____

Title _____

Date _____

ATTEST: _____

Type Name _____

Title _____

Date _____

OWNER: City of Las Vegas

By_____

Type Name _____

Title _____

Date _____

ENGINEER: URS Corporation

By _____

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

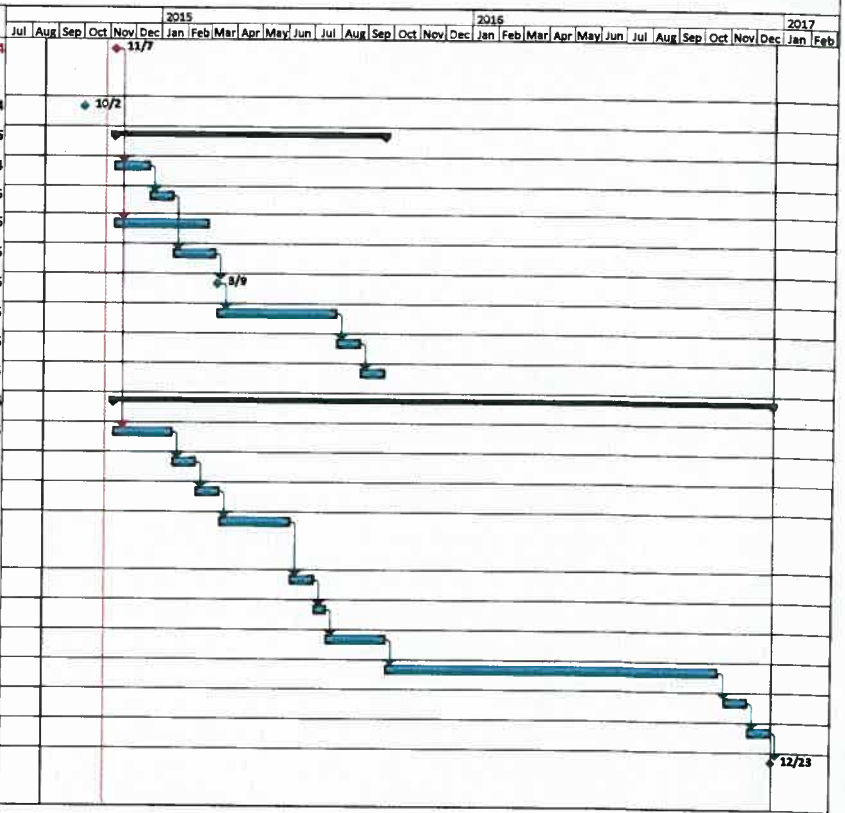
Date October 26, 2014

URS

Brandner Reservoir Enlargement Project
Phase 1 - Raw Water Conveyance
Phase 2 - Reservoir
Schedule in working days

City of Las Vegas, New Mexico

ID	Task Name	Duration	Start	Finish
1	**Assumed NTP For Phasing (Based on Approval of Amendments)**	**0 days**	**Fri 11/7/14**	**Fri 11/7/14**
2	Obtain USACE 404 Permit	0 days	Thu 10/2/14	Thu 10/2/14
3	**Phase 1 - RWC Project**	**227 days**	**Fri 11/7/14**	**Mon 9/21/15**
4	Phase 1 - Design	6 wks	Fri 11/7/14	Thu 12/18/14
5	City and NMFA Review Period	1 mon	Fri 12/19/14	Thu 1/15/15
6	Pre-Purchase	4 mons	Fri 11/7/14	Thu 2/26/15
7	Bidding Phase	7.2 wks	Fri 1/16/15	Fri 3/6/15
8	Contractor NTP	0 mons	Mon 3/9/15	Mon 3/9/15
9	Construction	5.05 mons	Mon 3/9/15	Mon 7/27/15
10	Preliminary Startup	1 mon	Tue 7/28/15	Mon 8/24/15
11	Project Close Out Documents	1 mon	Tue 8/25/15	Mon 9/21/15
12	**Phase 2 - Reservoir Project**	**555 days**	**Fri 11/7/14**	**Fri 12/23/16**
13	90% Level Design	2.5 mons	Fri 11/7/14	Thu 1/15/15
14	City, OSE, and NMED Reviews	1 mon	Fri 1/16/15	Thu 2/12/15
15	100% Level Design	1 mon	Fri 2/13/15	Thu 3/12/15
16	OSE Approval, City and NMED Reviews	3 mons	Fri 3/13/15	Thu 6/4/15
17	Address Comments, Obtain Permit	1 mon	Fri 6/5/15	Thu 7/2/15
18	Prepare Bid Ready Documents	2 wks	Fri 7/3/15	Thu 7/16/15
19	Bid Reservoir and RWC	2.5 mons	Fri 7/17/15	Thu 9/24/15
20	Construct Reservoir and RWC	14 mons	Fri 9/25/15	Thu 10/20/16
21	Final Startup	1 mon	Fri 10/28/16	Thu 11/24/16
22	Project Close Out Documents	1 mon	Fri 11/25/16	Thu 12/22/16
23	Start Reservoir filling and monitoring Program	0 days	Fri 12/23/16	Fri 12/23/16



URS Corporation

Tue 10/28/14

PH II

2716-13

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 7th day of August 2013 by and between City of Las Vegas, NM hereinafter referred to as the OWNER, and URS Corporation hereinafter referred to as the ENGINEER.

The OWNER intends to construct a Project consisting of Bradner Reservoir Enlargement (See Attachment).

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

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SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

6. Termination of Contract

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

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

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

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

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

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

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 9 of this clause.

7. Payment

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

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

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

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.

3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.

4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation,

the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING

AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B – ENGINEERING SERVICES

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

Engineering Services During the Planning Phase

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

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

Engineering Services During the Design Phase

3. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT B – Design Services scope of work and cost proposal and section B-3 through B-11 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

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

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

6. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed

as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.

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

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

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

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

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

12. Section B-3 through B-11 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

13. ENGINEER shall complete the ENGINEER SERVICES described in EXHIBIT C – Construction Services scope of work and cost proposal and section B-13 through B-24 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

25. Section B-13 through B-24 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

26. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT D – Operational Services scope of work and cost proposal and section B-26 through B-31 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

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

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

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

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

31. Section B-26 through B-30 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

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

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

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

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

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

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

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

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

7. Prepare an operation and maintenance manual.

8. Provide construction-staking services.

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

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

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

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

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

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

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

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

(Describe, attach or indicate "None")

1. SECTION A – GENERAL PROVISIONS, subsection 7. Payment, paragraph (b) added "within thirty (30) days from date of Engineer's invoice" after the last sentence.
2. SECTION A – GENERAL PROVISIONS, subsection 12. Insurance, second sentence, deleted "certificate shall provide that the". Accord insurance certificates no longer provide for this language.
4. SECTION B – ENGINEERING SERVICES, modified to refer to appropriate Attachments (Exhibits) for detail scopes, schedules, and fees for the Planning Phase, Design Phase, and Construction Phase services. Deleted Operation Phase services since they are not included in the project.
5. SECTION C – ADDITIONAL ENGINEERING SERVICES, modified to state that these services are not anticipated since the project scope of work is all inclusive.
6. ATTACHMENTS page was modified to reflect only the services that will be performed under EXHIBIT A – Planning Services, EXHIBIT B – Design Services, and EXHIBIT C – Construction Services.
7. ATTACHMENTS, paragraph 3. Compensation for ADDITIONAL ENGINEERING SERVICES, deleted in its entirety since the scope is all inclusive.
8. ATTACHMENTS, paragraph 6., second to the last sentence, deleted "certificate shall provide that the". Accord insurance certificates no longer provide for this language.

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

ATTEST: _____
Type Name Casandra Fresquez
Title City Clerk
Date 08-07-13

OWNER:
By _____
Type Name Timothy P Dodge
Title City Manager
Date 08-07-13

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: URS Corporation
By _____
Type Name Ed A. Toms
Title Vice President
Address 8181 East Tufts Avenue
Denver, Colorado 80237-2579
Date 10/7/13

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

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ATTACHMENTS

(Please check the appropriate box and include applicable Exhibit)

☐ **ATTACHMENT I** - Compensation for Engineering Services During the Planning Phase

☒ **ATTACHMENT II** - Compensation for Engineering Services During the Design Phase

☐ **ATTACHMENT III** - Compensation for Engineering Services During the Construction Phase

☐ **ATTACHMENT IV** - Compensation for Engineering Services During the Operation Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 7th day of Aug., 2013 by and between the City of Las Vegas, NM, the OWNER, and URS Corporation, the ENGINEER, the OWNER and ENGINEER agree this 7th day of Aug., 2013 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☐ **EXHIBIT A** – Planning Services scope of work and cost proposal

☒ **EXHIBIT B** – Design Services scope of work and cost proposal

☐ **EXHIBIT C** – Construction Services scope of work and cost proposal

☐ **EXHIBIT D** – Operational Services scope of work and cost proposal

2. Compensation for ENGINEERING SERVICES shall be by the

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

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed $1,917,578 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the engineer upon written authorization from the Owner and concurrence of the funding agency), shall be by the

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

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

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 550 calendar days (or as specified in the Attachments or Exhibits).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars ($50.00) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

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

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

8. The method for interim or partial payments, such as milestone or time & materials, shall be:(See Attachment)

9. Signatures

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

ATTEST: [signature]
Type Name City Clerk
Title Casondra Frisquez
Date 08.07.13

OWNER:
By [signature]
Type Name City Manager
Title Timothy P Dodge
Date 08.07.13

ATTEST: _____
Type Name _____
Title _____
Date _____

ENGINEER: URS Corporation
By [signature]
Type Name Ed A. Toms
Title Vice President
Address 8181 E. Tuffs Avenue
Denver, Colorado 80237-2579
Date 10/7/13

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

July 12, 2013

Attachment

Bradner Reservoir Enlargement Project

Phase II – Environmental Permitting and Design
Scope of Work, Schedule, and Budget

Introduction

The following presents URS' scope of work and budget to provide environmental permitting and design engineering services for a new Bradner embankment dam upstream of the existing dams for the City of Las Vegas (City). The following scope of work will be completed within 550 calendars after the NTP is issued. The reservoir would increase from 280 acre-feet up to 4,000 acre-feet. The actual size of the reservoir will be defined during the project configuration task of the Pre-Design Project scope. The Bradner Dam Project (Project) will include the new dam, appurtenant structures (spillway, outlet works, and limited downstream piping (100 feet from the downstream dam face)), and access and maintenance roads. The Project will be designed assuming that the construction will occur when the reservoir is drained. The appropriate design standards will be followed for the Project, including the New Mexico Office of the State Engineer (OSE) Rules and Regulations Governing Dam Design, Construction and Dam Safety (Rules), 19.25.12 NMAC, dated December 31, 2010 for the dam and its appurtenant structures.

Scope of Work

The scope of work is divided into five (5) tasks so that the Project can be completed in a logical order and to allow the City to manage the Project's cash flow. The tasks include 1) Project Management and Funding Support, 2) Environmental Permitting, 3) Final Geotechnical Investigations and Design, 4) EAP and O&M Updates, and 5) OSE Submittal and Coordination.

Task 1 – Project Management and Funding Support

This task includes project management and assisting the City in obtaining financial funding for the Project. URS will perform project management activities to ensure the scope of services is completed within the project schedule and the contract budget. Project management activities will include contract administration; coordination of URS' team; coordination with the City and others; development and implementation of a quality assurance and control process; development and maintenance of the project design schedule; and communication of project status and issues for prompt resolution with the City. Funding support will include coordinating with City identified state and federal funding agencies. This coordination does not ensure or guarantee that funding will be obtained through these agencies. URS' funding services are limited to a support role to the City. URS' Project Manager will attend scheduled meetings to accomplish the project goals.

URS

Task 1.1 Project Management

URS' Project Manager will schedule and conduct a kick-off meeting within 15 days of receipt of the Notice to Proceed with the Project. The primary agenda item to be addressed during the kick-off meeting shall be the project management plan and alternatives developed for this proposal. Services performed by URS and construction documents prepared by URS will be in conformance with the requirements of OSE Rules and potential funding agencies' requirements. Specific project management activities included in this scope of services are detailed in the following tasks:

Task 1.1.1 Project Management Plan

URS will update the existing Project Management Plan which serves as a guide and describe the work plan, schedule, budgets, and other project details. The Project Management Plan will include a project overview, a copy of this scope of services along with task and subtask budget breakdowns, a summary of project objectives, the project organization and responsibilities, a contact list, a description of project communication guidelines, a preliminary project schedule, and a narrative description of critical task sequencing and linking logic that is embedded into the project schedule to easily identify critical points and milestones that may affect the overall schedule. The draft Project Management Plan will be reviewed at the kick-off meeting.

Deliverables: Draft and final Project Management Plans and kick-off meeting minutes.

Task 1.1.2 Quality Assurance/Quality Control Program

URS' Project Manager shall establish and monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. A QA/QC plan will be prepared detailing major submittals and their reviews prior to submittal. This QA/QC plan will be included with the Project Management Plan.

Deliverables: Draft and final QA/QC Plans.

Task 1.1.3 Project Schedule Development, Maintenance, and Reporting

URS will develop a detailed project schedule using MS Project to manage our efforts. The draft schedule will be presented at the kick-off meeting. The schedule will be updated as needed, or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables: Initial and monthly project schedule updates in hard copy and electronic (.mpp) format.

Task 1.1.4 Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing URS' Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by URS on a monthly basis as a part of invoicing.

Deliverables: Monthly budget updates with invoicing.

Task 1.1.5 Invoicing and Progress Reporting

URS' Project Manager shall submit an invoice on a monthly basis for services performed. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables: Monthly invoices and progress reports.

Task 1.2 Funding Support

The City will take the lead in obtaining project funding with URS' support. This support will include attending meetings at locations required by the City or potential funding agencies (i.e., New Mexico, Washington DC, etc.), provision of technical documentation support (i.e., applications, reports, memorandums, etc.), and presentation support (i.e. PowerPoint, boards, handouts, fliers, etc.). The budget and schedule for this task are estimated, as is the entire scope, and as such may need to be modified (if required) to ensure URS will be able to meet the City needs.

Deliverables: Meeting minutes, documentation, and presentation materials, as required.

Task 2 - Environmental Permitting

The following presents URS' scope of work to provide permitting support for the Project. The purpose of this work is to acquire the necessary environmental approvals to construct the Project. The approvals are required based on our current understanding of the Project and the direction URS received from the U.S. Army Corps of Engineers (USACE) (Ms. Deanna Cummings) on January 28, 2013 and February 20, 2013. URS does not guarantee how the USACE, and other agencies, will respond to the City's request for an environmental permit. The services below are based on our past experience and coordination directly with the USACE.

The following scope includes: 1) conduct field surveys to identify regulated ecological resources and document the results in a findings report, 2) develop the necessary submittal documents for the authorization of a Clean Water Act Section 404 Individual Permit from the USACE, and 3) conduct activities required to satisfy National Environmental Policy Act (NEPA) compliance related to federal funding.

Task 2.1 Ecological Resource Surveys

URS and SWCA will identify and document biological, wetland resources, and regulated habitats, and identify associated environmental regulatory and permitting requirements for the Project. Specifically, the team will:

1. Conduct pre-field research on ecological resources within a defined Project Study Area (PSA) to obtain information and data sets from state and federal agencies, including the United States Fish and Wildlife Service (USFWS), Natural Resources Conservation Service, New Mexico Department of Game and Fish, and Natural Heritage New Mexico (NHNM).
2. Produce field maps using current aerial photography overlain with the PSA boundaries. Additional data to be included on maps will be USFWS National Wetlands Inventory data, United States Geologic Service National Hydrologic Dataset data, any areas of USFWS Designated Critical Habitat, and NHNM element occurrence location data for any state listed species.
3. URS will conduct a formal delineation and functional assessment of wetlands and an assessment of surface water features within the PSA using methods required by the USACE. Conduct a riparian habitat assessment within the PSA in compliance with USACE guidelines.
4. SWCA will conduct a biological field assessment of the PSA to collect information on potential habitat for federal and state threatened and endangered (T&E) species and potential habitat for bird species protected under the Migratory Bird Treaty Act. SWCA will use this information to prepare a report to be in the form of a Biological Evaluation (BE). The BE will include a project location map, potential for occurrence, and an effect determination of each federally and state listed species identified as in the USFWS species list for San Miguel County.
5. Funds are included for SWCA in this task to cover coordination with the USFWS, New Mexico Department of Game and Fish, and NHNM (e.g. consultation letters, phone calls, meetings, etc.)

as well as requests for species-specific surveys from these agencies (e.g. New Mexico Jumping Mouse, Southwestern Willow Flycatcher), if required.
6. Areas of noxious weeds will be identified and mapped by URS.
7. URS and SWCA will use a sub-foot Global Positioning System to map all sensitive ecological resources (e.g. T&E habitat, wetlands) to ensure consistency in map production.
8. URS will produce an Ecological Findings Report documenting all research and field survey results. The BE report produced by SWCA (see Item 4) will be included as an appendix to the Ecological Findings Report.

Deliverables:

- Draft and final Ecological Findings Report will document existing conditions on the site, including the results of wetland delineations and listed species habitat assessments. The report will include an analysis of impacts to wetlands, surface water features, and riparian buffers using the design footprint.

Task 2.2 Clean Water Act Section 404 Permitting

URS will prepare permitting documents and conduct the agency coordination necessary to obtain a Section 404 Individual Permit for the Project. Specifically, URS will:

1. Participate in a pre-application meeting with the USACE to discuss the Ecological Findings Report and determine the remaining permitting steps.
2. Prepare the following required submittals:
    a. A 4345 application for an USACE Individual Permit for analysis of impacts from construction of the reservoir enlargement and the tie-in pipeline.
    b. A Section 404(b)1 guidelines compliance analysis.
    c. A wetland functional assessment.
    d. A mitigation plan for the Project describing compensation for impacts to wetland and surface water features.
    e. A list of adjacent landowners.
    f. A letter submittal requesting verification of analysis of effects to federally listed threatened and endangered species, including supporting documentation.
    g. A letter submittal requesting verification of analysis of effects to state listed threatened and endangered species, including supporting documentation.
3. Prepare an abbreviated USACE draft decision document.
4. Conduct state and federal agency coordination as necessary.
5. Coordinate with other contractors to include the results of findings for cultural resource surveys and coordination in the submittal.

Deliverables:

- An Individual Permit Application will be prepared and submitted to the USACE and the New Mexico Environment Department, including the supporting documentation as described above.
- An abbreviated USACE draft decision document.

Task 2.3 NEPA Compliance

Compliance with the National Environmental Policy Act (NEPA) will be required due to assumed federal (or some types of state) funding will be obtained for the Project. It is assumed that NEPA requirements will be followed specific to the agency, but based on guidance from the USACE, the Project would likely require the preparation of an Environmental Assessment (EA), followed by a Finding of No Significant Impact (FONSI). In general, NEPA compliance would involve the following tasks:

1. Upon Notice to Proceed, URS will facilitate internal scoping by preparing for and participating in a kick-off meeting to review Project objectives, scope, and schedule, and to initiate the NEPA process and begin data collection. The kick-off meeting will be attended by the regulators, the City, the URS project manager, and appropriate technical staff.
2. URS staff will prepare an Administrative Draft EA utilizing the results of field assessments combined with other data. URS anticipates collecting data in the areas of physical, biological, land use, and socioeconomics for describing the existing environment within the proposed project site and immediate vicinity, and for subsequent impact analysis. URS will coordinate with the lead federal agency regarding any identified data gaps and will seek to obtain the necessary information.
3. The EA will include:
    a. Section 1, Introduction (including Purpose and Need for Action, Scope of the Document, and Environmental Issues).
    b. Section 2, Description of Proposed Action and Alternatives (including a Comparison of Impacts Matrix, and Alternatives Considered but Eliminated).
    c. Section 3, Environmental Analysis: Affected Environment and Impacts (including a description of direct, indirect, and cumulative impacts, and mitigation measures).
    d. Section 4, Consultation and Coordination.
    e. A List of Preparers, Bibliography, and Appendices, as required.
4. URS will use GIS (ESRI®ArcInfo®) to manage and use appropriate geographic information to present the locations and characteristics of key environmental resources.
5. URS will prepare a Draft EA based on comments received from the lead federal agency and City on the Administrative Draft EA. Review comments and corrections to the Administrative Draft EA will be evaluated and incorporated in the Draft EA by URS. A final camera-ready version of the Draft EA will be submitted to the lead agency for approval. After approval by the lead agency, the Draft EA will be published and made available for a public comment period. The public comment period is typically 30-days, but may be shorter or longer based on the discretion of the lead federal agency.
6. In coordination with the lead federal agency, URS will place legal notices in two local newspapers and will provide mailings of postcards/letters to designated repositories, agencies, and interested public, notifying interested parties of the availability of the Draft EA based on the project mailing list developed during the scoping process.
7. URS will collect and organize comments received on the Draft EA during the comment period. URS will review and categorize the comments as substantive or non-substantive. A response to substantive comments will be prepared, and edits will be made to the Draft EA as appropriate.
8. A Final EA will be prepared that incorporates edits based on comments received on the Draft EA, and will contain an appendix with a response to comments. A copy of the Final EA will be submitted to the lead agency for review and comment. After URS responds to agency comments, a final camera-ready version will be submitted to the lead agency for approval. After approval by the lead agency, the Final EA will be published and distributed.
9. URS will prepare a Draft FONSI for the lead federal agency to review. After one round of review and comment on the Draft FONSI, URS will prepare the Final FONSI that will be published and distributed with the Final EA.

URS will establish and maintain a complete Administrative Record including direction given to URS from the lead federal agency, technical data, research, professional opinions, correspondence, personal contacts, studies, surveys, and other background data that form the basis of the EA. The record will list the dates and sources of data used in documents produced under this contract. URS will be responsible only for information/correspondence we collect or that is provided by the agency.

Deliverables:

- Notes from the kick-off meeting.
- Electronic file of the Administrative Draft EA to the lead Federal agency.
- Camera-ready Draft EA documents.
- Up to 50 postcards/notices will be mailed to announce the availability of the Draft EA.
- The Draft and Final FONSI.
- The complete Administrative Record in PDF format on CD (original electronic documents, not scanned paper copies) and in hardcopy at the culmination of the project.

Task 2.4 Cultural Resources Survey and Report

An initial review of the Archaeological Records Management Section (ARMS) of the New Mexico State Historic Preservation Division (HPD) indicates that the majority of the proposed pipeline route and reservoir expansion were surveyed in 2002. These surveys meet current standards for archaeological investigations. Cultural resource surveys will be required to address areas not previously surveyed. However, archaeological site updates are recommended in order to assess the potential effect of the proposed project on previously identified cultural resources throughout the Area of Potential Effect (APE).

1. Cultural Resources Background Literature Review. An SWCA archaeologist will overlay the proposed project area on the *ARMS data layer* in order to verify the portions of the APE that have been previously surveyed. They will also identify previously recorded historic or prehistoric archeological sites, or registered historic properties located in and near the project area.
2. Field Survey. Two SWCA archaeologists will conduct an intensive pedestrian survey of the project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, significance of any cultural resources in the project area. During the survey, the archaeologist will examine the ground surface and erosional profiles for cultural resources. Archaeologists will visit all previously recorded cultural resources within the APE. All sites will be documented and plotted on USGS 7.5-minute topographic maps and appropriate project maps for planning purposes. Hand-held Global Position System (GPS) receiver units will be utilized to provide accurate, fast plotting of site areas in relation to the proposed project area boundaries. SWCA will employ a non-collection strategy during the survey; any artifacts encountered will be tabulated and described in field notes and photographs, but not removed from the field.
3. Report Production. When the fieldwork has been completed, SWCA will prepare a report of the investigations for submittal to the client and the regulatory agencies. The report will be of sufficient scope and thoroughness to submit to the USACE and the New Mexico SHPO. The report will follow New Mexico HPD reporting guidelines. The report will include the methods and results of fieldwork; appropriate background environmental and cultural chapters; preliminary recommendations of significance of all cultural resources found, pursuant to the provisions of Section 106 of the National Historic Preservation Act (NHPA); an analysis of the effects of the project undertaking on significant culture resources (i.e., those recommended eligible for the National Register of Historic Places), and recommendations for avoidance and/or additional cultural resources work (if appropriate). This report will serve for SHPO review. Laboratory of Anthropology (LA) Site forms will be completed for each site identified as falling within the APE.

Deliverables:

- A draft and final reports that follows New Mexico HPD reporting guidelines summarizing cultural resources surveys.

Task 2.5 SWCA Permitting Support

Funds in this task will be used by SWCA for miscellaneous permitting support for items not covered in Tasks 1-4 (e.g. NEPA support, additional agency coordination, etc.).

Task 3 - Final Geotechnical Investigation and Design

The project configuration selected during the Pre-Design Phase will be advanced through design. At this time it is anticipated a new embankment dam impounding up to 4,000 acre-feet, located upstream of the existing dams, will be designed along with a maintenance road around the south/west/north sides of the reservoir. The existing dams would be removed as part of this project. It is assumed that the present Bradner Reservoir would be drained prior to construction of the new dam.

Task 3.1 Final Geotechnical Investigations and Reports

It is required to do additional drilling and testing of the foundation of the upstream dam alignment for the 4,000 AF reservoir since the alignment concept changed during the preliminary geotechnical investigation. It is critical that we obtain adequate foundation information for the design so to mitigate potential change orders during construction due to differing site conditions.

The final geotechnical investigations will include test holes, laboratory testing, and preparation of a data report and design basis report in conformance with NMOSE Rules. We will drill, sample, and do in situ testing for five test holes, at locations shown on **Figure 1**. Total footage in the five test holes is approximately 1350 feet using a single track-mounted core rig. A description of each test hole follows:

1. TH-7. A 300-foot deep test hole is proposed to cross the sandstone beds that comprise the middle member of the Chinlee Formation, located near the center of the proposed dam, in the bottom of the valley. The test hole will be collared in claystone adjacent to the sandstone and then drilled along a trend that is about 45 degrees from strike of the beds and a plunge that is about 30 degrees less than the near vertical dip of the beds. The trend and plunge of the hole will provide a test hole that crosses beds of sandstone and possibly some limestone that may have potential for seepage. Results from this test hole, including in situ water testing or packer testing will be used to help design a grout curtain to reduce seepage.
2. TH-8. A 200-foot deep test hole is proposed for the upper portion of the right abutment, collared at an elevation of about 6880 feet, to drill, sample, and do in situ testing in the Morrison Formation, which makes up the top of the right abutment and eastern reservoir rim. The fractured Morrison sandstone may have seepage potential and results from the testing will be used to help design a grout seepage reduction feature.
3. TH-9. A 300-foot deep test hole is proposed at a location on the right abutment, below test hole TH-8, and collared at elevation 6850 feet, to drill, sample, and test the Entrada Formation, Todilto Formation, and overlap with the Morrison Formation. This test hole will include in situ testing to help evaluate seepage potential in the Entrada sandstone and the effectiveness of the shale in the Todilto Formation to act as a barrier to seepage along the east reservoir rim.
4. TH-10. A 250-foot deep test hole is proposed near the bottom of the right abutment to drill, sample, and do in situ testing in the Entrada Sandstone, and will supplement information from TH-8 and TH-9. Information from this test hole will be used to help design the grout curtain in the lower right abutment.
5. TH-11. An optional 300-foot deep test hole is proposed. The location shown on Figure 1 is based on the need for another test hole in the Chinlee Formation. Final location might also be on the right abutment, and will be determined in the field as results from test holes TH-7 to TH-10 are obtained.

Also included in this scope are test holes along the proposed spillway alignment which will be identified in the Pre-Design Phase of the project. We are anticipating five holes drilled to about 30 feet deep or 5feet into bedrock whichever is less along the alignment.

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- Approx. location of proposed test hole.
- Approx. location of proposed access road.

Note: Topography from USGS 10 meter Resolution Digital Elevation Model. Contour interval is 10 feet.

Scale: 1 inch = 250 feet

0 250 500 750

JOB NO. 22243275	BRADNER DAM LAS VEGAS, NEW MEXICO FINAL DESIGN PROPOSED TEST HOLE LOCATION MAP
PREPARED BY: DG	
DATE: 4-10-13	

FIGURE 1

Construction of an access road and drill pads for test holes TH-8, TH-9, and TH-10 will be required. We will construct about 800 feet of access road from upstream of the right abutment to locations for the test holes on the right abutment, as shown approximately on **Figure 1**. We estimate the road can be built in two work days with a D-8 bulldozer. We also have included use of a track mounted backhoe, for 2 or 3 days, for access work and drill pad construction.

We will conduct a borrow investigation for materials to be used in the rock fill or earth fill shells or zones of the dam. We plan to obtain samples and conduct laboratory testing of five potential rock types at the site, including the Glorieta Sandstone, the Santa Rosa Sandstone, the middle member of the Chinlee Formation (sandstone), the Entrada Sandstone, and the Morrison Formation (sandstone). Laboratory testing will be conducted on bulk samples or boulders of the rock and core samples obtained from the test holes. We plan to conduct Los Angeles Abrasion and Sodium Sulfate Soundness tests on each of the bulk samples and unconfined compressive strength, specific gravity, and density testing on the core samples. We also plan to conduct point load tests on the core samples, in the field, to correlate with the unconfined compression test results.

Deliverables:

- Draft and final Data Reports that will include information obtained from the investigations, including test pit logs, test hole logs, a stratigraphic column, location plans and profiles, summary tables with borrow laboratory test results, etc.
- Draft and final Design Basis Report that will present our interpretations of site conditions and summarize engineering properties of materials for use in design.
- The findings and recommendations presented in the Data and Design Basis Reports will be summarized in the Design Report.

Task 3.2 Design Report

A Design Report will be prepared for the project components following OSE Rules. The report will document geologic and geotechnical information and data; design criteria related to geotechnical, hydraulic, structural, electrical, and other project aspects; design of the project elements; and supporting documentation and calculations. The report will also include the development of the instrumentation plan, construction schedule, and cost estimate.

Deliverables:

- Draft and final Design Reports presenting the assumptions, methodologies, and results of the hydraulic, structural, geotechnical, and mechanical analysis used to design the project features.
- Final documents will be delivered in hard copy and PDF format.

Task 3.3 Final Design

The hydraulic, geotechnical, structural, and electrical, and other analyses will be completed to support the design of the embankment dam, outlet works, spillway, downstream conveyance, and maintenance road.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the final design analyses so that the construction documents can be prepared for the Project.

Task 3.3.1 Spillway and Outlet Works Hydraulic Analyses and Design

This task includes the hydraulic analyses and designs of the spillway and outlet works. Specific work includes:

- Reservoir flood routing will be performed using HEC-HMS to verify design parameters and spillway sizing.
- Spillway rating curve will be prepared based on the HEC-HMS computer analysis.

- Freeboard analysis will include wave run-up calculations to determine the required dam freeboard height measured from the maximum water surface to dam crest. Riprap size for wave protection of the upstream dam face will be calculated.
- The spillway tailwater analysis will be developed to size the stilling basin. The tailwater analysis will also be used to evaluate downstream erosion potential at the spillway discharge location.
- Final hydraulic calculations will be performed to size the project features including potential labyrinth weir, chute, and stilling basin.
- URS will perform a three-dimensional CFD modeling of the proposed spillway configuration to finalize its layout.
- Reservoir evaluation study will be performed to appropriately size the outlet works capacity based on emergency reservoir drawdown.
- Outlet works hydraulic design will be performed to appropriately size the system to meet the required demands.
- Stage/discharge rating curve will be developed for the system.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the hydraulic design of the project elements with supporting calculations and computer output.

Task 3.3.2 Spillway and Outlet Works Structural, Mechanical, and Electrical Analyses and Design

This task includes the structural design of the spillway and outlet works project components. The outlet works includes the intake tower, outlet conduit, and downstream bifurcation value vault with impact basin. The connection, downsfream of the vault, with the City's raw water pipeline and the raw water reservoir inlet structure will be designed by others under a separate contract. The raw water pipeline designers, separate contract, will need to complete a City raw water system distribution hydraulics model to adequately design the reservoir raw water inlet and the connection to the City's raw water pipeline downstream of URS' vault. . The raw water inlet(s) will be located upstream of the dam within the upper areas of the reservoir. It is assumed that these structures will be outside of the OSE's jurisdiction since they will not be associated with the structure and as such can be designed independent of the dam design. URS will coordinate our design with the designers of the raw water pipeline. Specific work includes:

- Concrete design of the spillway and inlet tower of the outlet works, and outlet works conduit, impact basin, and downstream valve vault.
- Mechanical and electrical aspects of the gates will be designed. It is anticipated that the outlet works will consist of a multi-level intake tower with three inlet gates with an upstream guard gate and a downstream bifurcation valve vault. The bifurcation will be used to release emergency discharges and delivery water to the City's raw water pipeline. It is also assumed that the gates and monitoring instrumentation would be operated manually, locally, or remotely through the City's future SCADA system that is planned to be located at the water treatment plant. URS will design the outlet works through the new valve structure and the connection to the raw water pipeline will be designed by others.
- Trash racks located on the intake gates will be designed for the appropriate ice and dynamic loading conditions.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the hydraulic design of the project elements with supporting calculations and computer output.

Task 3.3.3 Geotechnical Analyses and Design

The following task includes developing a site specific hazard analysis, embankment stability analysis for the required loading cases, liquefaction analysis and design, settlement analysis and design, internal seepage analysis and design, and reservoir rim stability analysis and design.

Site Specific Hazard Analysis

A seismological study for the dam and reservoir areas will be completed. The study will evaluate and justify the appropriate seismic parameters used for design. The dam and appurtenant structures shall be capable of withstanding the operating basis earthquake (OBE) with little to no damage and without interruptions of function. The OBE has a 50 percent probability of exceedance during the service life (not less than 100 years) of the dam or appurtenant structures. The dam and appurtenant structures critical to the safety of the dam shall also be capable of withstanding the design basis earthquake (DBE) without failure. The DBE has a 1 percent probability of exceedance in 50 years (approximately 5000-year return frequency) as required by the NMOSE.

Geotechnical Analysis

The data gathered from the geotechnical investigations and existing data review will be used to complete the geotechnical analysis consisting of seepage, stability, and settlement analyses. The maximum section at the dam will be analyzed for the design. Analysis will also be completed to evaluate liquefaction potential of dam and foundation materials.

The seepage analysis will be conducted to evaluate the phreatic condition within the dam section. The seepage model will be performed for the proposed dam at normal pool elevation under long-term steady state seepage conditions. The results will also be used to evaluate the capacity and design of the internal drainage system of the dam.

Liquefaction potential will be evaluated for foundation materials using blow count information from the field investigation and empirical correlations. The pore pressures from the proposed normal pool will be used in the analysis.

The stability analysis will be performed in accordance with the OSE Rules. The maximum dam section will be developed and analyzed for steady state long term drained, end of construction, rapid drawdown, and operational drawdown loading conditions. The seismic loading condition will also be analyzed since the dam is classified as a high hazard structure. For the seismic loading condition the dam will be analyzed for normal pool elevation with a steady state phreatic surface. A post-earthquake stability analysis will be completed. If the seismic stability analysis does not meet minimum requirements, a simplified deformation analysis will be completed. The purpose of the deformation analysis is to demonstrate that the dam is capable to withstand the DBE event without breaching and with at least three feet of freeboard remaining after deformation. The analysis will also assess the potential for internal erosion as a result of cracking during deformation.

Settlement analysis will be performed to evaluate camber design. Camber shall be at least two percent of the total embankment height, with a minimum of one-foot at the highest point of the dam. The tops of the internal core zones shall also be provided with camber in a similar manner to the crest of the dam.

Deliverables:

- Draft and final Design Report sections presenting the assumptions, methodologies, and results for the geotechnical analyses with supporting calculations and computer output.

Task 3.4 Construction Drawings

Construction drawings will be developed for preparation of the construction documents. It is anticipated that 120 drawings will be completed for the project. The drawings will be prepared in the latest version of AutoCAD in standard 22-inch by 34-inch size paper, and will meet OSE Rules. The final construction drawings will be stamped and signed by a professional engineer licensed in the State of New Mexico. During the design, URS will perform quality control checks and constructability reviews. Any change in design concepts or construction methods identified during the design process will be communicated directly to the City and the OSE for their concurrence. To complete the design within the schedule, we propose to submit design drawings and specifications in four (4) formal submittals:

- **30% submittal.** The 30% design will show the general layout of primary construction components, but will lack construction controls and details. The purpose of this submittal is to allow the opportunity to review the concepts prior to full development of the drawings. The design will be set after the 30% design. Design change concepts after the 30% would be considered a change in scope and schedule.
- **60% submittal.** The 60% design will incorporate requested 30% design changes. Structural design will be presented on the drawings.
- **100% submittal.** This submittal will contain the final drawings that include construction controls and details and are ready for OSE submittal for approval.
- **Bid-ready submittal.** This submittal will reflect the City's and OSE's comments and will be considered ready for bidding.

Deliverables:

- 30%, 60%, 100%, and bid-ready construction drawing submittals.
- Bid-ready documents will be delivered in hard copy and PDF format, and will be used for bidding.

Task 3.5 Project Specifications

URS will prepare specifications in standard Construction Specification Institute (CSI) format and in Microsoft Word. It is anticipated that 50 specification sections will be completed for the Project. We have developed a library of construction-tested, technical specifications for dams which will be used as a basis for the Project. Applicable sections will include measurement and payment, quality control, submittals, excavation, earthwork, riprap and bedding, foundation dewatering, foundation grouting, drains, concrete, gates and valves, metalwork, and instrumentation. We will use the Engineer's Joint Contract Documents Committee (EJCDCs) General Conditions for the Project.

The specifications for the dam will be submitted using the same milestones as the dam drawings:

- **30% submittal.** A list of specifications will be submitted.
- **60% submittal.** Draft technical specifications will be submitted.
- **100% submittal.** This submittal will contain the final Division 0 through Division 16 specifications, including General Conditions, Supplemental Conditions, and Technical Specifications for review.
- **Bid-ready submittal.** This submittal will include the final completed specifications for the dam that will be ready for bid advertisement. The review comments from the City and the OSE will be addressed in this submittal.

Deliverables:

- 30%, 60%, 100%, and bid-ready specification submittals.
- Final documents will be delivered in hard copy and PDF format.

Task 3.6 Means and Methods, and Estimate of Probable Construction Costs

URS will evaluate construction means and methods so that adequate quantities can be defined. A workshop will be held to discuss the pricing of the project elements so that an understanding can be developed related to the project construction cost and schedule. The cost estimates will be developed based on quantity takeoffs estimated from the drawings. URS will assemble the quantity estimates and estimate construction costs for the project features. Pricing for construction quantities will be based on URS' database for material costs and prevailing wage rates for New Mexico. Appropriate contingencies will be applied, based on the level of the design when the estimate is conducted. URS will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. For the construction cost estimate, URS will assume that the project will be bid on a competitive basis. The cost information will be submitted in three (3) formal submittals as presented below:

- **30% submittal.** Preliminary probable construction cost will be submitted.
- **100% submittal.** This submittal will include an updated bid schedule and updated quantities. A cost summary spreadsheet will be prepared and submitted.
- **Bid-ready submittal.** A cost estimate report will be prepared for the bid-ready submittal, containing the final cost summary, basis of the price estimates, and documentation of the quantity estimates. The final bid schedule will be included in the Bid Documents for bid advertisement.

Deliverables:

- Final Design Report section presenting the basis of the construction cost estimate.
- 30%, 100%, and bid-ready cost estimates.
- Construction schedule submitted with the final design report.
- Final documents will be delivered in hard copy and PDF format.

Task 4 – EAP and O&M Updates

Task 4.1 Emergency Action Plan (EAP)

URS will prepare an EAP for the new dam and its facilities. These facilities will include the dam, outlet works, instrumentation, and any additional downstream piping to accommodate reservoir releases as aforementioned. The EAP flood inundation and evaluation mapping will be based on the dam break modeling. The dam break modeling will include the potential failures of the dam as required by the OSE. The required reviews from interested parties will be obtained as required by OSE Rules.

Deliverables: Draft and final EAPs.

Task 4.2 Dam Break Analysis

URS will perform dam break analyses for the dam. The postulated dam failures will be routed downstream of the dams to a location where the floods do not pose a flood threat. The downstream flood routing will be performed using the Flow-2D computer model. Inundation results will be presented for the inclusion of the EAP. The dam break analysis and report will be in conformance with OSE Rules.

Deliverables: Draft and final Dam Break Reports.

Task 4.3 Operation and Maintenance Manual (O&M)

URS will prepare the O&M manual for the new dam and its facilities. The O&M will include the dam, outlet works, instrumentation, and conveyance system to accommodate reservoir releases into the existing water system. The O&M manual will be in conformance with OSE Rules.

Deliverables: Draft and final O&M Manuals.

Task 5 – OSE Submittal and Coordination

Task 5.1 OSE Submittal and Coordination

URS will prepare the final design submittal for the OSE and make the submittal in conformance with OSE Rules. The submittal will include 1) Application Filing Fee ($25 Paid by the City), 2) Design Review Fee ($2/$1000 of the Engineer's Estimate Paid by the City), 3) Review Check List, 4) Application (URS will draft for the City's signature), 5) Design Report, 6) Construction Drawings, 7) Specifications, 8) Boundary and Easement or Right of Way Plat Survey, 9) Emergency Action Plan, and 10) Operation and Maintenance Manual (including Instrumentation Plan). URS will stay in contact with the OSE during their review and will address their comments in a timely manner.

Deliverables: The aforementioned documents and bid-ready documents.

Schedule

The project will be completed within 550 calendar days from the NTP date. The project could be detailed by environmental permitting issues that are out of URS' control. The schedule will need to be extended if required. A detailed schedule will be submitted prior to the kick-off meeting (as discussed under Task 1). The City is responsible for obtaining adequate Project funding for the planning, design and construction of the Project, and URS does not take any implied or direct liability related to obtaining funding or the City's ability of obtaining such funding for the Project.

Budget

The project budget is presented on the following spreadsheets. The contract will be performed on a time and materials basis with a not to exceed total. It is assumed that URS will have the ability to move funds from one task to another with the understanding that we will not exceed the total scope contract amount. This will allow URS the flexibility to meet the City's needs in a timely manner.

Bradner Reservoir Enlargement Phase
Environmental Permitting and Design Phase
Budget Summary

Task	Budget
Task 1 - Project Management	$82,668
Task 2 - Environmental Permitting	$249,279
Task 3 - Design	$1,467,099
Task 4 - EAP and O&M Updates	$71,853
Task 5 - OSE Submittal & Coordinatio	$46,680
Total	$1,917,578

Project Management, Task 1
Budget Estimate

Note: Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 1.1 - Project Management Plan	TASK 1.2 - Quality Assurance/Quality Control Program	TASK 1.3 - Project Schedule Development, Maintance, and Reporting	TASK 1.4 - Budget Monitoring and Reporting	TASK 1.5 - Invoicing and Progress Reporting	
Labor	***Total Hours***	***Rate***	***Unit***	***Hours***					***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr						$0
Assistant/Support Staff 2	0	$55	$/hr						$0
Assistant/Support Staff 3	0	$65	$/hr						$0
Assistant/Support Staff 4	84	$75	$/hr	4	20	20	20	20	$6,300
Assistant/Support Staff 5	0	$85	$/hr						$0
Assistant/Support Staff 6	0	$95	$/hr						$0
Assistant/Support Staff 7	0	$105	$/hr						$0
Assistant/Support Staff 8	0	$115	$/hr						$0
Assistant/Support Staff 9	0	$125	$/hr						$0
Assistant/Support Staff 10	0	$135	$/hr						$0
Staff 1	0	$80	$/hr						$0
Staff 2	0	$90	$/hr						$0
Staff 3	184	$100	$/hr	24	40	40	40	40	$18,400
Staff 4	0	$110	$/hr						$0
Project 1	0	$120	$/hr						$0
Project 2	0	$130	$/hr						$0
Project 3	0	$140	$/hr						$0
Project 4	0	$150	$/hr						$0
Consultant 1	0	$165	$/hr						$0
Consultant 2	0	$180	$/hr						$0
Consultant 3	0	$195	$/hr						$0
Consultant 4	0	$200	$/hr						$0
Principal 1	228	$210	$/hr	8	160	20	20	20	$47,880
Principal 2	0	$210	$/hr						$0
Principal 3	0	$210	$/hr						$0
Principal 4	0	$210	$/hr						$0
Expert Whitness	0	$375	$/hr						$0
	0	$0	$/hr						$0
Labor Subtotal				$4,380	$39,100	$9,700	$9,700	$9,700	$72,580
Communication Markup		0.03	%	$131	$1,173	$291	$291	$291	$2,177
Labor Total				$4,511	$40,273	$9,991	$9,991	$9,991	$74,757
Other Direct Costs	***No. Units***	***Rate***	***Unit***	***Number***					***Grand Total***
Airfare	8	$400	Round Trip		8				$3,200
Rental Vehicles	16	$80	Day		16				$1,280
Lodging	16	$110	Night		16				$1,760
Meals	16	$60	Day		16				$960
Parking Fees	16	$30	Day		16				$480
Field Supplies	0	$20	Each						$0
Miscellaneous	0	$1,000	Each						$0
Long Term Truck Rental	0	$1,500	Month						$0
Long Term Lodging	0	$1,700	Month						$0
Other Direct Costs Subtotal				$0	$7,680	$0	$0	$0	$7,680
Other Direct Costs Markup		0.03	%	$0	$230	$0	$0	$0	$230
Mileage	0	0.55	Miles						
Milage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$0	$7,910	$0	$0	$0	$7,910
Subcontracts		***Rate***	***Unit***	***Cost***					***Grand Total***
Drilling									$0
Materials Testing									$0
Survey									$0
Estimating									$0
Environmental									$0
Other									$0
Other									$0
Other									$0
Subcontracts Subtotal				$0	$0	$0	$0	$0	$0
Subcontracts Markup		0.05	%	$0	$0	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0	$0	$0
GRAND TOTAL				$4,511	$48,183	$9,991	$9,991	$9,991	$82,668

Environmental Permitting Task 2
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 2.1 - Ecological Resources Surveys	TASK 2.2 - Clean Water Act Section 404 Permitting	TASK 2.3 - NEPA Compliance	TASK 2.4 - Cultural Resources Survey and Report	TASK 2.5 - SWC Permitting Support 10	
Labor	***Total Hours***	***Rate***	***Unit***						***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr						$0
Assistant/Support Staff 2	0	$55	$/hr						$0
Assistant/Support Staff 3	0	$65	$/hr						$0
Assistant/Support Staff 4	74	$75	$/hr	16	16	16	2	24	$5,550
Assistant/Support Staff 5	0	$85	$/hr						$0
Assistant/Support Staff 6	160	$95	$/hr			160			$15,200
Assistant/Support Staff 7	0	$105	$/hr						$0
Assistant/Support Staff 8	160	$115	$/hr			160			$18,400
Assistant/Support Staff 9	340	$125	$/hr	60	80	160		40	$42,500
Assistant/Support Staff 10	348	$135	$/hr	60	80	160	8	40	$46,980
Staff 1	0	$80	$/hr						$0
Staff 2	0	$90	$/hr						$0
Staff 3	0	$100	$/hr						$0
Staff 4	0	$110	$/hr						$0
Project 1	176	$120	$/hr		16	160			$21,120
Project 2	168	$130	$/hr		8	160			$21,840
Project 3	176	$140	$/hr		16	160			$24,640
Project 4	0	$150	$/hr						$0
Consultant 1	40	$165	$/hr			40			$6,600
Consultant 2	0	$180	$/hr						$0
Consultant 3	0	$195	$/hr						$0
Consultant 4	0	$200	$/hr						$0
Principal 1	48	$210	$/hr	2	2	40	2	2	$10,080
Principal 2	0	$210	$/hr						$0
Principal 3	0	$210	$/hr						$0
Principal 4	0	$210	$/hr						$0
Expert Whitness	0	$375	$/hr						$0
	0	$0	$/hr						$0
Labor Subtotal				$17,220	$27,620	$153,800	$1,650	$12,620	$212,910
Communication Markup		0.03	%	$517	$829	$4,614	$50	$379	$6,387
Labor Total				$17,737	$28,449	$158,414	$1,700	$12,999	$219,297
Other Direct Costs	***No. Units***	***Rate***	***Unit***						***Grand Total***
Airfare	7	$400	Round Trip	3	2	2			$2,800
Rental Vehicles	14	$80	Day	6	4	4			$1,120
Lodging	14	$110	Night	6	4	4			$1,540
Meals	14	$60	Day	6	4	4			$840
Parking Fees	14	$30	Day	6	4	4			$420
Field Supplies	0	$20	Each						$0
Miscellaneous	2	$1,000	Each	1	1				$2,000
Long Term Truck Rental	0	$1,500	Month						$0
Long Term Lodging	0	$1,700	Month						$0
Other Direct Costs Subtotal				$3,880	$2,920	$1,920	$0	$0	$8,720
Other Direct Costs Markup		0.03	%	$116	$88	$58	$0	$0	$262
Mileage	0	0.55	Miles						$0.00
Milage Subtotal				$0	$0	$0	$0	$0	$0
Other Direct Costs Total				$3,996	$3,008	$1,978	$0	$0	$8,982
Subcontracts		***Rate***	***Unit***						***Grand Total***
Drilling									$0
Materials Testing									$0
Survey									$0
Estimating									$0
Environmental							$20,000		$20,000
Other									$0
Other									$0
Other									$0
Subcontracts Subtotal				$0	$0	$0	$20,000	$0	$20,000
Subcontracts Markup		0.05	%	$0	$0	$0	$1,000	$0	$1,000
Subcontracts Total				$0	$0	$0	$21,000	$0	$21,000
GRAND TOTAL				$21,733	$31,456	$160,392	$22,700	$12,999	$249,279

Final Geotechnical Investigations and Design Phase, Task 3
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 3.1 Final Geotechnical Investigations and Reports	TASK 3.2 Design Report	TASK 3.3.1 - Spillway and Outlet Works Hydraulics Analyses and Design	TASK 3.3.2 - Spillway and Outlet Works Structural, Mechanical, and Electrical Analyses and Design	TASK 3.3.3 - Geotechnical Analyses and Design	TASK 3.4 - Final Construction Drawings	TASK 3.5 - Final Project Specifications	TASK 3.6 - Construction Means and Methods and Estimating	
Labor	***Total Hours***	***Rate***	***Unit***									***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr									$0
Assistant/Support Staff 2	0	$55	$/hr									$0
Assistant/Support Staff 3	0	$65	$/hr									$0
Assistant/Support Staff 4	260	$75	$/hr		20	40	40	40	40	40	40	$19,500
Assistant/Support Staff 5	0	$85	$/hr									$0
Assistant/Support Staff 6	0	$95	$/hr									$0
Assistant/Support Staff 7	0	$105	$/hr									$0
Assistant/Support Staff 8	40	$115	$/hr		40							$4,600
Assistant/Support Staff 9	2200	$125	$/hr						2200			$275,000
Assistant/Support Staff 10	0	$135	$/hr									$0
Staff 1	0	$80	$/hr									$0
Staff 2	160	$90	$/hr	160								$14,400
Staff 3	1380	$100	$/hr		60	160	160	320	600	80		$138,000
Staff 4	580	$110	$/hr	260			240			80		$63,800
Project 1	1540	$120	$/hr	220			600	600			120	$184,800
Project 2	1120	$130	$/hr	160	80	160	400	320				$145,600
Project 3	1080	$140	$/hr	220	60	80	100	320			300	$151,200
Project 4	280	$150	$/hr				160			40	80	$42,000
Consultant 1	160	$165	$/hr				160					$26,400
Consultant 2	250	$180	$/hr	20	60	40	90	40				$45,000
Consultant 3	0	$195	$/hr									$0
Consultant 4	0	$200	$/hr									$0
Principal 1	356	$210	$/hr	40	40	16	20	80	80	40	40	$74,760
Principal 2	0	$210	$/hr									$0
Principal 3	0	$210	$/hr									$0
Principal 4	0	$210	$/hr									$0
Expert Whitness	0	$375	$/hr									$0
	0	$0	$/hr									$0
Labor Subtotal				$133,000	$50,100	$61,560	$254,300	$217,400	$354,800	$34,200	$79,800	$0
Communication Markup		0.03	%	$3,990	$1,503	$1,847	$7,626	$6,522	$10,644	$1,026	$2,394	$1,185,060
Labor Total				$136,990	$51,603	$63,407	$261,826	$223,922	$365,444	$35,226	$82,194	$35,552
Other Direct Costs	***No. Units***	***Rate***	***Unit***									$1,220,612
Airfare	9	$400	Round Trip	2		2		2		1	2	***Grand Total***
Rental Vehicles	22	$80	Day	4		4		8		2	4	$3,600
Lodging	63	$110	Night	45		4		8		2	4	$1,760
Meals	63	$60	Day	45		4		8		2	4	$6,930
Parking Fees	22	$30	Day	4		4		8		2	4	$3,780
Field Supplies	0	$20	Each							2	4	$660
Miscellaneous	4	$1,000	Each			1		1		1	1	$0
Long Term Truck Rental	3	$1,500	Month	3								$4,000
Long Term Lodging	0	$1,700	Month									$4,500
Other Direct Costs Subtotal				$13,390	$0	$2,920	$0	$4,040	$0	$1,960	$2,920	$0
Other Direct Costs Markup		0.03	%	$402	$0	$88	$0	$121	$0	$59	$88	$25,230
Mileage	0	0.55	Miles									$757
Mileage Subtotal				$0	$0	$0	$0	$0	$0	$0	$0	$0.00
Other Direct Costs Total				$13,792	$0	$3,008	$0	$4,161	$0	$2,019	$3,008	$0
Subcontracts		***Rate***	***Unit***									$25,987
Drilling				$180,000								***Grand Total***
Materials Testing				$20,000								$180,000
Survey												$20,000
Estimating												$0
Environmental											$10,000	$10,000
Other												$0
Other												$0
Other												$0
Subcontracts Subtotal				$200,000	$0	$0	$0	$0	$0	$0	$10,000	$0
Subcontracts Markup		0.05	%	$10,000	$0	$0	$0	$0	$0	$0	$500	$210,000
Subcontracts Total				$210,000	$0	$0	$0	$0	$0	$0	$10,500	$10,500
GRAND TOTAL				$364,782	$51,603	$66,414	$261,826	$228,083	$365,444	$37,245	$95,702	$220,500
												$1,467,099

EAP and O&M Updates, Task 4
Budget Estimate

				TASK 4.1 - Update Emergency Action Plan (EAP)	TASK 4.2 - Update Dam Break Analysis	TASK 4.3 - Update Operation and Maintenance Manual (O&M)	
Labor	***Total Hours***	***Rate***	***Unit***				***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr				$0
Assistant/Support Staff 2	0	$55	$/hr				$0
Assistant/Support Staff 3	0	$65	$/hr				$0
Assistant/Support Staff 4	0	$75	$/hr				$0
Assistant/Support Staff 5	0	$85	$/hr				$0
Assistant/Support Staff 6	0	$95	$/hr				$0
Assistant/Support Staff 7	24	$105	$/hr		24		$2,520
Assistant/Support Staff 8	48	$115	$/hr	24		24	$5,520
Assistant/Support Staff 9	0	$125	$/hr				$0
Assistant/Support Staff 10	0	$135	$/hr				$0
Staff 1	0	$80	$/hr				$0
Staff 2	0	$90	$/hr				$0
Staff 3	160	$100	$/hr	40	80	40	$16,000
Staff 4	0	$110	$/hr				$0
Project 1	160	$120	$/hr	40	80	40	$19,200
Project 2	0	$130	$/hr				$0
Project 3	0	$140	$/hr				$0
Project 4	80	$150	$/hr	20	20	40	$12,000
Consultant 1	0	$165	$/hr				$0
Consultant 2	0	$180	$/hr				$0
Consultant 3	0	$195	$/hr				$0
Consultant 4	0	$200	$/hr				$0
Principal 1	60	$210	$/hr	20	20	20	$12,600
Principal 2	0	$210	$/hr				$0
Principal 3	0	$210	$/hr				$0
Principal 4	0	$210	$/hr				$0
Expert Whitness	0	$375	$/hr				$0
	0	$0	$/hr				$0
Labor Subtotal				$18,760	$27,320	$21,760	$67,840
Communication Markup		0.03	%	$563	$820	$653	$2,035
Labor Total				$19,323	$28,140	$22,413	$69,875
Other Direct Costs	***No. Units***	***Rate***	***Unit***				***Grand Total***
Airfare	2	$400	Round Trip		1	1	$800
Rental Vehicles	4	$80	Day		2	2	$320
Lodging	4	$110	Night		2	2	$440
Meals	4	$60	Day		2	2	$240
Parking Fees	4	$30	Day		2	2	$120
Field Supplies	0	$20	Each				$0
Miscellaneous	0	$1,000	Each				$0
Long Term Truck Rental	0	$1,500	Month				$0
Long Term Lodging	0	$1,700	Month				$0
Other Direct Costs Subtotal				$0	$960	$960	$1,920
Other Direct Costs Markup		0.03	%	$0	$29	$29	$58
Mileage	0	0.55	Miles				$0.00
Milage Subtotal				$0	$0	$0	$0
Other Direct Costs Total				$0	$989	$989	$1,978
Subcontracts		***Rate***	***Unit***				***Grand Total***
Drilling							$0
Materials Testing							$0
Survey							$0
Estimating							$0
Environmental							$0
Other							$0
Other							$0
Other							$0
Subcontracts Subtotal				$0	$0	$0	$0
Subcontracts Markup		0.05	%	$0	$0	$0	$0
Subcontracts Total				$0	$0	$0	$0
GRAND TOTAL				$19,323	$29,128	$23,402	$71,853

OSE Submittal and Coordination, Task 5
Budget Estimate

Blue numbers are calculated by spreadsheet.
Input into grey cells.

				TASK 5.1 - OSE Submittal and Coordination	
Labor	***Total Hours***	***Rate***	***Unit***		***Grand Total***
Assistant/Support Staff 1	0	$45	$/hr		$0
Assistant/Support Staff 2	0	$55	$/hr		$0
Assistant/Support Staff 3	0	$65	$/hr		$0
Assistant/Support Staff 4	0	$75	$/hr		$0
Assistant/Support Staff 5	80	$85	$/hr	80	$6,800
Assistant/Support Staff 6	0	$95	$/hr		$0
Assistant/Support Staff 7	0	$105	$/hr		$0
Assistant/Support Staff 8	0	$115	$/hr		$0
Assistant/Support Staff 9	0	$125	$/hr		$0
Assistant/Support Staff 10	0	$135	$/hr		$0
Staff 1	80	$80	$/hr	80	$6,400
Staff 2	0	$90	$/hr		$0
Staff 3	0	$100	$/hr		$0
Staff 4	0	$110	$/hr		$0
Project 1	80	$120	$/hr	80	$9,600
Project 2	0	$130	$/hr		$0
Project 3	80	$140	$/hr	80	$11,200
Project 4	0	$150	$/hr		$0
Consultant 1	0	$165	$/hr		$0
Consultant 2	0	$180	$/hr		$0
Consultant 3	0	$195	$/hr		$0
Consultant 4	0	$200	$/hr		$0
Principal 1	40	$210	$/hr	40	$8,400
Principal 2	0	$210	$/hr		$0
Principal 3	0	$210	$/hr		$0
Principal 4	0	$210	$/hr		$0
Expert Whitness	0	$375	$/hr		$0
	0	$0	$/hr		$0
Labor Subtotal				$42,400	$42,400
Communication Markup		0.03	%	$1,272	$1,272
Labor Total				$43,672	$43,672
Other Direct Costs	***No. Units***	***Rate***	***Unit***		***Grand Total***
Airfare	2	$400	Round Trip	2	$800
Rental Vehicles	4	$80	Day	4	$320
Lodging	4	$110	Night	4	$440
Meals	4	$60	Day	4	$240
Parking Fees	4	$30	Day	4	$120
Field Supplies	0	$20	Each		$0
Miscellaneous	1	$1,000	Each	1	$1,000
Long Term Truck Rental	0	$1,500	Month		$0
Long Term Lodging	0	$1,700	Month		$0
Other Direct Costs Subtotal				$2,920	$2,920
Other Direct Costs Markup		0.03	%	$88	$88
Mileage	0	0.55	Miles		$0.00
Milage Subtotal				$0	$0
Other Direct Costs Total				$3,008	$3,008
Subcontracts		***Rate***	***Unit***		***Grand Total***
Drilling					$0
Materials Testing					$0
Survey					$0
Estimating					$0
Environmental					$0
Other					$0
Other					$0
Other					$0
Subcontracts Subtotal				$0	$0
Subcontracts Markup		0.05	%	$0	$0
Subcontracts Total				$0	$0
GRAND TOTAL				$46,680	$46,680