

CITY OF LAS VEGAS

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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS WORK SESSION CITY COUNCIL AGENDA September 13, 2017-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. <u>CALL TO ORDER</u>
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. MOMENT OF SILENCE
- V. APPROVAL OF AGENDA
- VI. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)

VII. DISCUSSION ITEMS

1. Resolution #17-35, 2019-2023 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

Pamela Marrujo, Senior Center Director The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan ("ICIP"). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

2. Resolution #17-33 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas Finance Department is requesting increases to the FY 2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY 2018 Budget.

3. Professional Engineering Services to include Grants Consulting, Planning, Design and Engineering Services, for the City of Las Vegas Public Works Department/Municipal Airport. (RFP 2018-03)

Veronica Gentry, Public Works Director The City of Las Vegas Public Works Department Request for Proposals was recently solicited for Professional Services for the City's Public Works Department/Municipal Airport. Four proposals were received for this service. The best qualified to perform this service based on the designated criteria is Molzen Corbin.

4. Resolution No. 17-32, supporting the Federal Aviation Administration (FAA) Grant Agreement, LVS-17-02 and sponsoring match funds.

Veronica Gentry, Public Works Director A resolution is required to support the Federal Aviation Administration (FAA) Grant Agreement.

- 5. Grant Application through the Department of Public Safety for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$24,300.00 to increase operations in the Street Crimes Unit and for the upkeep of the Department's under cover vehicles.
- 6. Grant Application through the New Mexico's Attorney General's Office for the Las Vegas Police Department.
 - **Juan F. Montano, Chief of Police** The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$28,029.00 to purchase a property and evidence management system for the department's Evidence Section.
- 7. Grant Application through the Department of Justice for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$11,681.00 to purchase equipment for police vehicles and funding towards body cameras for the San Miguel County Sheriff's Office.

- 8. Pass through funding through the Department of Finance and Administration E-911 Grant Fund for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to utilize funding in the amount of \$324,329 to operate the E-911 System for the Las Vegas City Police Department and the Department of Public Safety District 2 Office.
- 9. Grant Application through the Wal-Mart Foundation for the Las Vegas Police Department.
 - **Juan F. Montano, Chief of Police** The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$2,500.00 to purchase promotional supplies to hand out to children as part of our Community Outreach Program.
- 10. Purchase of a Camel 900 Sewer catch basin cleaner truck.
 - Maria Gilvarry, Utilities Director The Waste Water Division seeks to purchase a Camel 900 Sewer catch basin cleaner truck. The current camel truck is over 10 years old and is the only truck utilized by the division for maintaining sewer lines. Due to its age and condition, the truck breaks down frequently and the repairs have become costly.
- 11. Resolution No. 17-30 for drinking water loan No. 3624-DW for the Cabin Site Tank Rehabilitation.
 - Maria Gilvarry, Utilities Director This Funding will allow the City to conduct much needed rehabilitation to the Cabin Site Tank. The Drinking Water State Revolving Loan Fund has allowed the City \$841,000 in project funding which is \$630,750 (75%) grant and \$210,250 loan (25%). The funding agency requires that the agreement be adopted through resolution.
- 12. Award request for bids # 2018-4 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.
 - *Maria Gilvarry, Utilities Director* Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply. Our current supplier is Polydyne Inc. at a cost of .56 per pound.
- 13. Award request for bids # 2018-5 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade Chemicals US LLC.

Maria Gilvarry, Utilities Director Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$250.26 per wet ton.

VIII. 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.

IX. 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: 8/31/17

DEPT: Senior Center

MEETING DATE: 9/13/17

DISCUSSION ITEM/TOPIC: Resolution #17-35

2019-2023 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

BACKGROUND/RATIONALE: The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan ("ICIP"). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

STATE OF NEW MEXICO CITY OF LAS VEGAS RESOLUTION NO. 17-35

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE LAS VEGAS SENIOR CENTER

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

- 1. The City of Las Vegas has adopted the attached FY 2019-2023 Infrastructure Capital Improvement Plan for the Las Vegas Senior Center, and
- 2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND September, 2017.	ADOPTED by the Governing Body, this day of	of
50p. 100. 100 100 100 100 100 100 100 100 1	Signed:	
ATTEST:	Mayor Tonita Gurulé-Girón	
Casandra Fresquez, City Clerk		
APPROVED AS TO LEGAL SUFFIC	IENCY ONLY:	

Corinna Laszlo-Henry, City Attorney

Infrastructure Capital Improvement Plan FY 2019-2023

Las Vegas Senior Center Project Summary

<u>ID</u>	Year Rank	: Project Title	Category	Funded to date	2019	2020	2021	2022	2023	Total Project Cost	Amount Not Yet Funded I	Phases?
33224	2019 001	Kitchen Equipment	Senior Facilities	0	72,000	20,000	0	0	20,000	112,000	112,000	Yes
33250	2019 002	Replace HVAC Units	Senior Facilities	0	75,000	0	0	0	0	75,000	75,000	Yes
31909	2020 001	South Side Senior Center Parking Lot Improvements	Senior Facilities	101,100	0	500,000	0	0	0	601,100	500,000	Yes
33249	2020 002	Las Vegas Senior Center Improvement	Senior Facilities	0	0	400,000	0	0	0	400,000	400,000	Yes
33251	2020 003	Furniture and Equipment Package	Senior Facilities	0	0	75,000	0	0	0	75,000	75,000	Yes
33256	2020 004	Senior Entertainment	Senior Facilities	0	0	26,000	0	13,000	0	39,000	39,000	Yes
33260	2023 001	New Vehicles	Senior Facilities	0	0	0	0	0	300,000	300,000	300,000	No
Numbe	er of projec	ts: 7 Funded to date: Year 1	: Year 2:	Year 3:	Year 4:	É	Year 5:	Total	Project Cost:	Tota	l Not Yet F	unded:
Grand	rand Totals 101,100 147,000		0 1,021,000	0	13,000		320,000		1,602,100		1,5	501,000

Infrastructure Capital Improvement Plan FY 2019-2023

Pecos Senior Center Project Summary

<u>ID</u>	Year	Rank	Project Title	Category		nded date	2019	2020	2021	2022	2023	Total Project Cost	Amount Not Yet Funded	Phases?
33270	2019	001	Kitchen Equipment	Senior Facilities		0	47,000	0	0	0	5,000	52,000	52,000	No
33271	2020	001	Office Equipment	Senior Facilities		0	0	8,000	0	0	0	8,000	8,000	No
33272	2020	002	Parking Lot Renovation & Landscaping	Senior Facilities		0	0	200,000	0	0	0	200,000	200,000	Yes
33274	2020	003	Washer & Dryer	Senior Facilities		0	0	5,000	0	0	0	5,000	5,000	No
33273	2020	004	Bingo Machine	Senior Facilities		0	0	5,000	0	0	0	5,000	5,000	No
33269	2023	001	New Vehicles	Senior Facilities		0	0	0	0	0	150,000	150,000	150,000	No
Numbe	r of p	roject	s: 6 Funded to date: Year 1:	Year 2:	Year 3:		Year 4:		Year 5:	Total	Project Cost:	Tota	l Not Yet I	
Grand	Totals	S	0 47,000	218,000	0		0		155,000		420,000		1	420,000

Infrastructure Capital Improvement Plan FY 2019-2023

San Miguel Senior Center Project Summary

1D	Voor Donl	c Project Title	Category	Funded to date	2010	2020	2021	2022	2022	Total Project	Amount Not Yet	Dhasas?
in .	Tear Rank	r rioject ride	Category	touate	2019	2020	2021	2022	2023	Cost	Funded	Phases?
33262	2020 001	Kitchen Equipment	Senior Facilities	0	0	59,000	0	0	0	59,000	59,000	No
34228	2020 002	Replace HVAC Units	Senior Facilities	0	0	15,000	0	0	0	15,000	15,000	No
33267	2020 003	Washer & Dryer with Installation Costs	Senior Facilities	0	0	10,000	0	0	0	10,000	10,000	No
33263	2022 001	Office Equipment	Senior Facilities	0	0	0	0	8,000	0	8,000	8,000	No
33266	2022 002	Bingo Machine	Senior Facilities	0	0	0	0	5,000	0	5,000	5,000	No
33268	2023 001	New Vehicles	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	No
33265	2023 002	Parking Lot Renovation & Landscaping	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	No
Number	r of projec	te: 7	××									
. willow	. or projec	Funded to date: Year 1:	Year 2:	Year 3:	Year 4:	,	Year 5:	Total	Project Cost:	Tota	l Not Yet I	innded:
Grand '	Funded to date: Year 1: Grand Totals 0 0		84,000	0	13,000		300,000	z otai	397,000			397,000

Friday, September 1, 2017

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:08/23/2017

DEPT: Finance

MEETING DATE: 09/13/2017

DISCUSSION ITEM/TOPIC: Resolution #17-33 Budget Adjustment Resolution

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 Budget.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON MAYOR

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LAZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Revised 4/20/16

STATE OF NEW MEXICO MUNICIPALITY OF CITY OF LAS VEGAS RESOLUTION 17-33 FISCAL YEAR 2017-2018 BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2017-2018; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2017-2018 fiscal year budget;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2017-2018;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 20th day of September, 2017.

ATTEST:	Tonita Gurule-Giron, Mayor	
Casandra Fresquez, City Clerk		
REVIEWED AND APPROVED AS	TO LEGAL SUFFICIENCY ONLY:	
Corrina Lazlo-Henry, City Attorney		

9/13/2017

CITY OF LAS VEGAS RESOLUTION #17-33 BUDGET ADJUST REQUEST FISCAL YEAR 2018

			FISC	AL ILAN 2010						
Resolution 17-33	Fund		Rev	venues	Tra	nsfers		Ехр	enditures	
CFP 2013	677-0000-540-5701	Federal Revenue	\$	149.00				\$	-	Federal Revenue
CFP 2013	677-0000-890-9000	Transfer to Operating			\$	(149.00)	\$	•	Transfer to 652
Housing Oper	652-0000-890-9000	Transfer from 677			\$	149.00				To close 677 Grant
Housing Oper	652-0000-890 9000	Transfer from 663			\$	10,585.00	1			Transfer from CFP Funds
	652-0000-610-7401	Maint of Bld & Grounds						\$	10,734.00	
CFP 2017	663-0000-540-5701	Grant Revenue	\$	52,923.00						Add'l Federal Revenue
CFP 2017	663-0000-630-8722	Site Improvements						\$	42,338.00	Add'I site improvements
CFP 2017	663-0000-890-9000	Transfer to Operating			\$	(10,585.00))			
CFP 2014	678-0000-540-5701	Grant Revenue	\$	2,958.00						Federal Revenue
CFP 2014	678-0000-650-8718	Dwelling Structures						\$	2,958.00	Exependitures -closeout fund
CFP 2015	679-0000-540-5701	Grant Revenue	\$	2,611.00						Add'l Federal Revenue
CFP 2015	679-0000-610-7705	Fees and Costs						\$	2,611.00	Expenditures-closeout fund
CFP 2016	676-0000-540-5701	Grant Revenue	\$	(25,510.00)						Adjusted Revenue
CFP 2016	676-0000-610-7701	Management Improvement						\$	(1,300.00)	Adjusting Proposed Expenditures
CFP 2016	676-0000-630-7303	Audit						\$	4,000.00	Adjusting Proposed Expenditures
CFP 2016	676-0000-650-8718	Dwelling Structures						\$	29,265.00	Adjusting Proposed Expenditures
CFP 2016	676-0000-650-8719	Dwelling Equip						\$	(400.00)	Adjusting Proposed Expenditures
CFP 2016	676-0000-650-8722	Site Improvements						\$	(9,175.00)	Adjusting Proposed Expenditures
CFP 2016	676-0000-650-8721	Non Dwelling Equipment						\$	10,100.00	Adjusting Proposed Expenditures
CFP 2016	676-0000-890-8907	To 652(budgeted in 663)						\$	(58,000.00)	Adjusting Proposed Expenditures
E911 Grant	294-0000-500-5000	Revenue	\$	324,329.00						State Grant
E911 Grant	294-0000-740-7202	Travel						\$	6,000.00	Travel Expenditure
E911 Grant	294-0000-740-7203	Train & Seminars						\$	4,000.00	
E911 Grant	294-0000-740-7115	Grant Materials			\$	*		\$	312,129.00	contracts for phone systems, & other E911 operations
E911 Grant	294-0000-740-7305	Professional Serv						\$	200.00	
E911 Grant	294-0000-740-75233							\$	2,000.00	
		Total	\$	357,460.00	\$		\$-	\$	357,460.00	

Grant	Line Item	Description	Amount t	o Increase by	Total Fy 18 Budget					
OFND	652-0000-890-9351	Transfer in from CFP		10,734.00		68,734.00				
OFND	652-0000-610-7401	Maint of Buildings and Grounds	10,734.00		43,734.00					
CFP 2013	677-0000-890-8907	Transfer to Operation	149.00		149.00					
CFP 2017	663-0000-890-8907	Transfer to Operation	10,585.00		10,585.00					
CFF 2017	003-0000-830-8307	Transfer to Operation	10,383.00		10,363.00					
CFP 2013	677-0000-540-5701	Grant Revenue		149.00						
CFP 2017	663-0000-540-5701	Grant Revenue		52,923.00		342,923.00				
CFP 2017	663-0000-630-8722	Site Improvements	42,338.00		91,513.00					
CFP 2014	678-0000-540-5701	Grant Revenue		2,958.00		2,958.00				
CFP 2014	678-0000-650-8718	Dwelling Structures	2,958.00		2,958.00					
CFP 2015	679-0000-540-5701	Grant Revenue		2,611.00		2,611.00				
CFP 2015	679-0000-610-7705	Fees and Costs	2,611.00		2,611.00					
CFP 2016	679-0000-540-5701	Grant Revenue		264,490.00		264,490.00				
CFP 2016	679-0000-630-8722	Site Improvements	40,000.00		40,000.00					
CFP 2016	679-0000-610-7701	Management Improvemnets	10,950.00		10,950.00					
CFP 2016	679-0000-630-7303	Audit	8,000.00		8,000.00					
CFP 2016	679-0000-650-8718	Dwelling Structures	173,440.00		173,440.00					
CFP 2016	679-0000-650-8719	Dwelling Equipment	18,000.00		18,000.00					
CFP 2016	679-0000-650-8721	Non Dwelling Equipment	14,100.00		14,100.00					
			Total 333,865.00	333,865.00	416,040.00	681,716.00				



City of Las Vegas 8 Moreno Street •Las Vegas New Mexico 87701• Ph# (505) 425-7504• Fax # (505) 425-6346

Chief Juan F. Montaño



MEMORANDUM

TO:

ANN MARIE GALLEGOS, FINANCE DIRECTOR

FROM:

BEATRICE SALAZAR, GRANTS ADMINISTRATOR

DATE:

August 21, 2017

RE:

REQUEST FOR BUDGET

Attached you will find copies of the approval letter from Department of Finance and Administration and a budget breakdown for the 2017 E-911 Grant Fund. The contract was already approved by Mayor and the City Attorney at the beginning of the month. They will go to Mayor and Council in September. These are being forwarded to you in order to receive approval to expend these funds. The line item we have been using for this fund is 294.

Should there be any questions or concerns, please feel free to contact me.



RICK LOPEZ DIRECTOR



DUFFY RODRIGUEZ CABINET SECRETARY

MICHAEL MARIANO ACTING DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Bullding • 407 Galisteo St. • Suite 202 • Santa Fe, NM 87501
PHONE (505) 827-4950 • FAX (505) 827-4948

August 8, 2017

Joseph Gallegos City of Las Vegas 318 Moreno St. Las Vegas, New Mexico 87701

Dear Mr. Gallegos,

Attached is a fully executed Fiscal Year 2018 (FY 18) E-911 Grant Agreement for your records. The period covered through this E-911 Grant Agreement is July 1, 2017 through June 30, 2018. Listed below are some specific sections we ask that you pay close attention to.

Article II - Reports of your Grant Agreement

- Exhibit A is for your Public Safety Answering Point (PSAP) Annual Report for FY 18, July 1, 2017 through June 30, 2018 and is due no later than July 10, 2018.
- Exhibit B is for your Federal 911 Resource Center Report for Calendar Year 2017, January 1 through December 31, 2017 and is due no later than January 30, 2018.

Article III - Consideration and Method of Payment

• Funds appropriated for your grant will be expended in accordance with the approved Revenue/Expenditure Budget, referenced as Exhibit C and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds."

If you have any questions regarding this matter, please call Bill Range, E-911 Program Manager at (505) 827-4804 or Michael Mariano, E-911 Bureau Chief at (505) 699-6911.

Sincerely,

Rick Lopez, Director

Local Government Division

Enclosures

DFA-LOUAL GOVT. DIV.

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION ENHANCED 911 ACT GRANT PROGRAM SANTA FE, INC. 87501

GRANT AGREEMENT

Project No. 18-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the DIVISION, and the City of Las Vegas, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, State of New Mexico, acting through the DIVISION, and the GRANTEE, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 et seq. NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the GRANTEE and the DIVISION have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 et seq., and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the GRANTEE complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the DIVISION has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on June 20, 2017, the State Board of Finance awarded the GRANTEE \$ 324,329 for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the DIVISION, shall be from July 1, 2017, through June 30, 2018.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the GRANTEE shall so notify the DIVISION in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the GRANTEE and the DIVISION to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The DIVISION's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II - REPORTS

- A. PSAP Annual Report: No later than June 30th of each year, the GRANTEE shall submit to the DIVISION a PSAP Annual Report, in the form attached hereto as Exhibit "A," as may be changed from time to time upon the DIVISION's written notice to the GRANTEE. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the DIVISION may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.
- B. Federal 911 Resource Center Report: No later than January 30th of each year, the GRANTEE shall submit to the DIVISION a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the DIVISION's written notice to the GRANTEE.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the DIVISION shall pay the GRANTEE a sum not to exceed \$ 324,329 from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit "C," and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the GRANTEE's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the DIVISION, and the funds shall not be expended for ineligible costs via 10.6.2.11(F) of the E-911 Rules.
- B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the GRANTEE from the DIVISION.
- C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the DIVISION in accordance with the Act and the E-911 Rules.
- D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the DIVISION solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service

providers or telecommunications companies for their costs of providing enhanced 911 service.

- E. Payments may be made by the DIVISION as follows: 1) on behalf of the GRANTEE to telecommunications companies, vendors and equipment providers; or 2) reimbursements to the GRANTEE for actual costs or expenditures after the DIVISION receives a completed Request for Payment Form, or an invoice certified correct by the GRANTEE and/or the DIVISION for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the GRANTEE for equipment, equipment maintenance, and upgrades require prior written approval by the DIVISION to be eligible for reimbursement.
- F. Payments will not be made to the GRANTEE for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

- A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the DIVISION's sole liability upon termination shall be to pay for eligible Budget items purchased prior to the GRANTEE's receipt of the notice of termination, if the DIVISION is the terminating party, or upon the GRANTEE sending a notice of termination, if the GRANTEE is the terminating party. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The GRANTEE shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the GRANTEE if the GRANTEE becomes unable to or fails to perform the terms of this Agreement, as determined by the DIVISION or if, during the term of this Grant Agreement, the GRANTEE or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE
- B <u>Termination Management</u>. Immediately upon receipt by either the DIVISION or the GRANTEE of a notice of termination of this Grant Agreement, the GRANTEE shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the DIVISION; and 2) comply with all directives issued by the DIVISION in the notice of termination as to the performance under this Grant Agreement.
- C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the DIVISION may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the GRANTEE and a third party, by giving the GRANTEE written notice of such immediate early termination. The DIVISION's decision as to whether sufficient appropriations are available shall be final and non-appealable. The GRANTEE shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The GRANTEE assures and certifies that it will comply with all state laws, the E-911 Rules, and other state laws, rules, policies and with respect to the acceptance and use of State funds. Also, the GRANTEE gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the DIVISION in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the DIVISION.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the GRANTEE.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the DIVISION per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the DIVISION's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.

- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the DIVISION and obtaining the DIVISION's written approval of the proposed change(s).
- J. It will provide to the DIVISION, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the DIVISION for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the DIVISION for review and approval prior to execution.
- M. It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The GRANTEE shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DIVISION shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The GRANTEE shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DIVISION) Grant Agreement. Should the DIVISION or the [insert name of GRANTEE] terminate the Grant Agreement, the [insert name of GRANTEE] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the GRANTEE's only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date."

ARTICLE VIII - REPRESENTATIVES

A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project:

Name:

Joseph Gallegos

Title:

Interim Communications Specialist

Address:

318 Moreno St.

Las Vegas, New Mexico 87701

Phone:

505-425-7504 505-425-5046

Fax: Email:

jgallegos@ci.las-vegas.nm.us

B. The DIVISION designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of GRANTEE:

Name:

Bill Range

Title:

E-911 Program Manager

Address:

Department of Finance and Administration

Local Government Division

Bataan Memorial Building, Suite 202

Santa Fe, NM 87501

Phone:

505-827-4804 505-827-4948

Fax: Email:

bill.range@state.nm.us

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the GRANTEE and the DIVISION do hereby execute this Grant Agreement. THIS GRANT AGREEMENT has been approved by: GRANTEE lugust 2,2017 **Authorized Signatory** Date oncla (Type or Print Name) STATE OF NEW MEXICO COUNTY OF SAN MIGUEL The foregoing instrument was acknowledged before me this 2nd day of dugust, 2017, by Suzotte Rudio per. OFFICIAL SEAL Suzette N. Rudolph NOTARY PUBLIC My Commission Expires: DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION Rick Lopez, Director STATE OF NEW MEXICO COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me this _____ day of ______, 2017, by

My Commission Expires: 3 Lu 2020

OFFICIAL SEAL
Shawntae Barela

NOTARY PUBLIC STATE OF NEW MEXICO

E911 GRANT Line Item 294

		TOTA	L FUNDING			\$ 324,329.00
LINE ITEM	EXPENDITURES	ORIGI	NAL BUDGET	ANTICIPATE	D ROLLOVER	
294-0000-740-72-02	Travel	\$	6,000.00	\$	-	
294-0000-740-72-03	Registration	\$	4,000.00	\$	-	
294-0000-740-71-15	Grant Materials	\$	312,129.00			
294-0000-740-73-05	Professional Services	\$	200.00			
294-0000-740-75-23	Equipment less than \$500	\$	2,000.00			
	TOTAL BUDGET	S	324,329.00	\$	-	

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/31/17 DEPT: Public Works MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Professional Engineering Services to include Grants Consulting, Planning, Design and Engineering Services, for the City of Las Vegas Public Works Department/Municipal Airport. (RFP 2018-03)

BACKGROUND/RATIONALE: Request for Proposals was recently solicited for Professional Services for the City's Public Works Department/Municipal Airport. Four proposals were received for this service. The best qualified to perform this service based on the designated criteria is MolzenCorbin.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURÚLÉ-GIRÓN

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS 1700 NORTH GRAND AVE. LAS VEGAS, NM 87701

T 505.454.1401 F 505.425.7335

LASVEGASNM.GOV

VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN

MAYOR

From:

To:

Veronica Centry, Public Works Director

DAVID ULIBARRI COUNCILOR, WARD 1

Thru:

Richard Trujillo, City Manager

VINCE HOWELL COUNCILOR, WARD 2

BARBARA PEREA-CASEY

Date:

September 13, 2017

Mayor and Council

COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

Re:

Status of Selection Process for the City of Las Vegas Public Works Department/Municipal Airport Professional

Consulting Services RFP (2018-03).

The City of Las Vegas Selection Committee has completed the selection process for professional engineering services to include, planning, design and grant services for the Public Works Department/Municipal Airport.

It was our objective to select the most qualified firm to perform this service. The result of the Selection Committee's review ranks MolzenCorbin from Albuquerque, New Mexico as the firm best qualified to meet our needs as detailed in the request for proposals.

A total of four firms submitted a response to our request for proposals. Proposals were ranked accordingly. The outcome of this processes determined that MolzenCorbin met the designated criteria outlined in out RFP. The selection committee was comprised of Daniel Gurule, Project Manager, John Aragon, Airport Manager and I.

At this time, staff is requesting that Mayor and Council approve the Engineering Firm of MolzenCorbin as the firm best qualified to perform the designated services and authorize contract negotiations.

Should you have any questions prior to the scheduled Council Meeting, please contact me.

VG/rm

Enclosure

Xc:

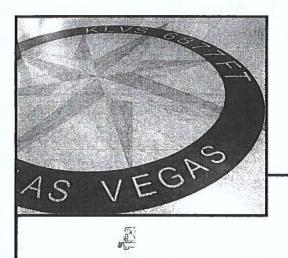
Richard Trujillo, City Manager

Ann Marie Gallegos, Finance Director

Selection Committee Members

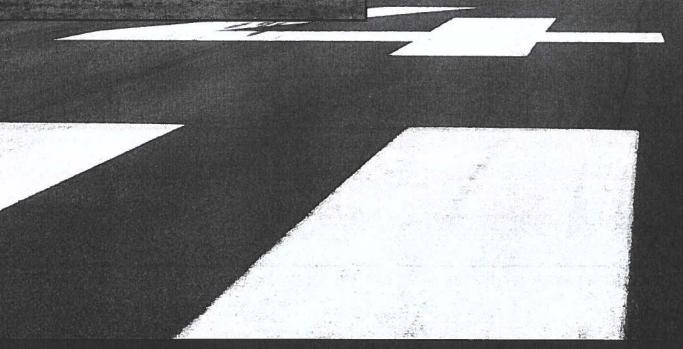
Public Works/Airport Engineering File





MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS



City of Las Vegas

Professional Engineering Services for the City of Las Vegas Municipal Airport Opening No. 2018-03

August 8, 2017

MOLZENCORBIN

August 8, 2017

Ms. Casandra Fresquez City Clerk City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701

RE: Opening No. 2018-03: Professional Engineering Services for the City of Las Vegas **Municipal Airport**

Dear Ms. Fresquez and Members of the Selection Committee:

Molzen Corbin is fortunate to have served the City of Las Vegas for 50 years including working with the City on the Airport from 1964 through 1994. We submit this proposal with an avid interest in continuing our successful relationship working with the City on the Municipal Airport. Here are some of the key advantages our dedicated airport team brings to the City of Las Vegas and the Municipal Airport:

- Our project team has a broad base of experience in airport design and has been a cohesive unit for over 20 years of working together.
- Molzen Corbin's client service philosophy has allowed our proposed project team to work with many of our airport clients for over 25 continuous years (Albuquerque, Colfax County, Belen, Moriarty, to name a few).
- Our history at Las Vegas Municipal Airport is as long as any other engineering firm we feel we bring valuable experience to the projects outlined in the Request for Proposal.

Having worked with the City on most of the public infrastructure over the past 50 years, Molzen Corbin believes that no other consulting engineer knows the City and your local concerns better than we do, and we hope that the following submittal demonstrates that.

For additional selection-process requests, please contact Mr. Mike Provine, PE, 2701 Miles Rd SE, Albuquerque, NM 87106; (505)242-5700; mprovine@molzencorbin.com.

Sincerely,

MOLZEN CORBIN

Adelmo E. Archuleta, MS, PE

President and Owner

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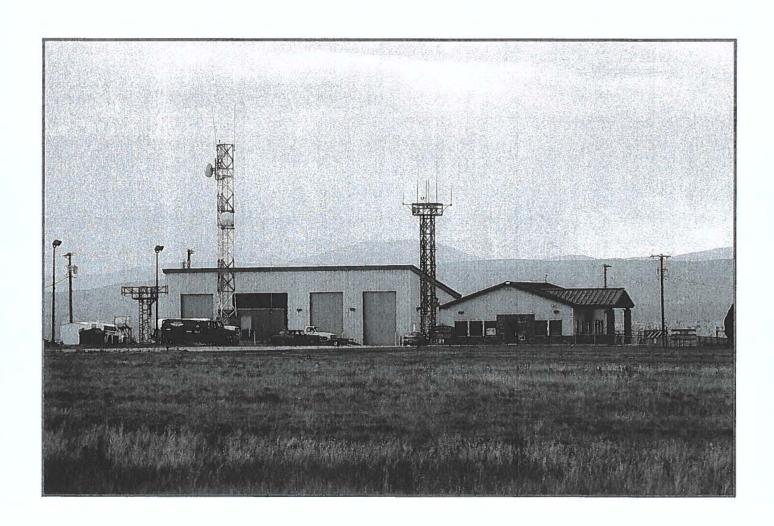


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B.	Understanding of Requirements and Capability to Perform Projects	. 1
C.	General Description of Firm	. 4
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Appendices

Campaign Contribution Disclosure Form



B. Understanding of Requirements and Capability to Perform Projects



Capability to Perform All Aspects of the Project

Molzen Corbin's long history in airport engineering and architecture provides our project team with the experience and capability to perform on virtually any airport project that may arise at KLVS. Our team has worked extensively on airfield pavements, airfield lighting and signage. airfield drainage, access roadways, fencing, NAVAIDS, terminal buildings, equipment storage buildings, fuel farms and landside development. We work with our airport clients on developing the projects as soon as the need is identified, assisting with CIP development and grant work. We prepare environmental documentation, project progress reports and reimbursement requests for the funding agencies as part of our basic services. Our design team has relevant and recent experience on all phases of project development. design and construction on projects very similar to those listed in the Request for Proposals. Following, we recap our understanding of Las Vegas Municipal Airport's requirements, our capability and experience.

Taxiway B Relocation

We have begun design for taxiway relocations at Double Eagle II Airport and the Albuquerque Sunport. Separately, we recently completed taxiway construction at the Albuquerque Sunport and Double Eagle II Airport. At Santa Fe, we completed many taxiway relocation or reconstruction projects over the past eight (8) years. We completed a new hangar area access taxiway at Angel Fire in 2013.

Install PAPI's Runway 2-20 and Runway 14-32

In 2016, we designed a Precision Approach Path Indicator (PAPI) installation for Socorro Municipal

Airport, and previously designed PAPI installations for the Sunport, Las Cruces, and Santa Fe Airports. We hav



Precision Approach Path Indicators (PAPIs) are now the preferred NAVAID on runways.

Selection Criteria Addressed

- Recent Experience in Airport Planning and Development Projects
- · Capability to Perform All Aspects of Project
- Ability to Meet Schedules within Budget
- Quality of Previous Airport Projects Undertaken
- Familiarity with Sponsor and Project Location
- Understanding of the Airport and Proposed Projects
- Understanding of the Sponsor's Special Concerns

prepared PLASI installations at Belen and Angel Fire in the past, as well. Earlier this year, we assisted Colfax County in the replacement of the PLASI equipment at Angel Fire, coordinating funding assistance with the NMDOT Aviation Division.

Install Wildlife Fence

Molzen Corbin's proposed project team has completed wildlife fence projects at Angel Fire, Raton, and earlier this year at Hobbs Lea County Regional, to help minimize wildlife incursions on the active airfield. Water crossings were incorporated into each of these projects as well as cattle guard and access gate improvements. Mr. Freier, (our proposed senior airport engineer), and Mr. Eades, (proposed QA/QC), recently assisted the Raton Airport personnel and the New Mexico Department of Game and Fish in antelope capture and relocation off of the airport.



Molzen Corbin team members assist the City of Raton and New Mexico Department of Game and Fish with recent wildlife mitigation efforts.

Apron, Taxiway and Runway Pavement Maintenance

A large responsibility of all airports is the maintenance of the airfield pavements. Pavement maintenance, whether it is crack seal, surface seals, installation of edge drains or spot repairs, protects the capital investment made by the City and the funding agencies. At Las Vegas, the most recent Pavement Condition Index (PCI) survey prepared by the NMDOT Aviation Division, shows the airfield pavement in good condition which is an indication that a good and effective pavement maintenance plan is in place. Molzen Corbin will work with the Airport Manager to identify areas that are in need of maintenance or rehabilitation, and develop the funding and procurement documents in addition to any design work that must be done. In many cases, we have been able to utilize State Price Agreements to get the maintenance work completed, saving time and effort getting the work procured.

We work with all of our airport clients in developing pavement maintenance programs and in the past two years, we have completed airfield pavement maintenance projects at Angel Fire (taxiway edge drains), Socorro, Sunport, Carlsbad, Hobbs, and Jal. We are currently working on pavement maintenance projects for the Sunport, Ft. Sumner, and programming a project at Angel Fire, and Socorro.

Prepare DBE Program and Specific Goals

As the City knows, DBE program preparation, annual goal submittals and annual accomplishment reports are required for airports that participate in FAA funding. Our staff assists airports in developing the programs, getting FAA approval for the programs, preparing and submitting 3-year goals on specific projects and submitting annual accomplishments to the FAA. Additionally, FAA requires that a public meeting be held to present information on how project specific goals are established. We have prepared agenda and presented at these public meetings for our airport clients. Our staff has an established close working relationship with the FAA Civil Rights Office and has been successful in completing and submitting all the required DBE information to its satisfaction.

Prepare and Update SWPPP

All public use airports are classified as industrial sites by the Environmental Protection Agency (EPA). Because of the classification, a federal storm water pollution prevention plan (SWPPP) must be prepared, submitted and maintained specifically for the airport. Molzen Corbin has prepared SWPPPs for Moriarty, Angel Fire, Santa Fe and Raton Airports. We assisted the Santa Fe Airport management when the New Mexico Environment Department inspected the Santa Fe Airport for compliance with the program. Our staff knows how to prepare and submit the SWPPP, understands what the NMED expects to see and will attend NMED inspections in support of our clients.

EPA issued new rulings and new SWPPPs were required to be in place by September 2016. If this has not been accomplished, Molzen Corbin stands ready to work with the City to get the program prepared and submitted as soon as possible.

Environmental Services (Exluding Project Specific Environmental Impact Statements)

Virtually all FAA-funded projects require environmental clearances through the FAA. Currently the clearance process for most airport project is a CatEX SOP, meaning a standard procedure for obtaining a categorical exclusion. Molzen Corbin has completed CatEX SOPs for all of our airport clients, most recently at the Albuquerque Sunport for a taxiway rehabilitation project and for a new connector taxiway. For complex projects, such as the Taxiway B Relocation project at LVS, Coffman Associated will prepare a full environmental assessment (EA), as necessary. Coffman is very experienced in completing EA's and getting them reviewed and approved by the FAA in a timely fashion

Update Airport Layout Plan

The Airport Layout Plan (ALP) is the lifeblood of all airports when requesting FAA grant monies. FAA requires that all proposed projects be shown on the document. More importantly, the ALP update is a good tool to review geometry and surface clearance minimums, surrounding land and zoning status, and an approach surface status and penetration analysis. These analyses are critical in determining improvements and modifications necessary to maintain compliance with FAA guidelines. Our staff has completed and updated ALPs

for all of our airport clients. It is important to engage NMDOT Aviation and the FAA when updating the ALP to get their read on the airport needs and to engage them on the funding stream.

Airport GIS

Hand in hand with the ALP update, we recommend that the City take the opportunity to develop an airport GIS for the facility. FAA is requiring digital submittals more fredquently and "digitizing" the airport layout plan, utilities, lighting circuits and topography would assist in those submittals, but also provide an opportunity to update the as-built drawing of the airport in one easily retrievable and transferable format. Molzen Corbin has assisted the City of Albuquerque in the preparation of electronic airport GIS for both the Albuquerque International Sunport and the Double Eagle II Airport.

Other Projects That May be Approved

The Molzen Corbin team is ready to assist the City with any other projects that may be approved over the four-year period of this contract for services. For example:

- Equipment and Vehicle Purchases Molzen
 Corbin has assisted many of our airport clients
 with equipment and vehicle purchases including
 snow removal equipment, mowers, sweepers,
 front end loaders and airport rescue and firefighting trucks.
- Safety Area and Runway Protection Zone
 Penetration Surveys Molzen Corbin has been
 able to survey possible obstructions to runway
 approaches, runway and taxiway safety areas
 and runway protection zones when FAA has
 notified the airport of a possible penetration.
 FAA typically uses Google Earth as their survey
 source and brings the burden of proof to the
 airport to show that a penetration is or is not
 real. We recently assisted Colfax County in
 evaluating several trees and structures off
 the north end of Runway 17 at Angel Fire and
 determined that the approach surface was clear
 and there were not any penetrations.
- Grants Administration Molzen Corbin
 has always supported our clients with grants
 administration. We provide a single point
 of contact our technical service manager/
 project manager that will provide the grants
 administration. We will coordinate and prepare
 grant submittals including Overall Development

Objectives (pre-applications), grant certifications, grant applications, reimbursement requests, construction progress reports, and final grant closeout documentation. We pay close attention to timing the contractor pay requests with the grant reimbursement requests so that the City can get reimbursed quickly.

Innovative Administration

Throughout past projects, Molzen Corbin has assisted our clients in ensuring that all projects at their airports when possible used the City's business number to ensure that New Mexico Gross Receipts Tax on construction payments resulted in City NMGRT income. Doing so enables the City to realize income on airport construction projects.

Plan to Provide Services

We will work with the City of Las Vegas staff, the FAA, and the New Mexico Department of Transportation Aviation Division (NMDOT-AD) to get projects funded, designed, and constructed. The FAA process, while always changing, will include a schedule per FAA funding requirements. This currently involves:

- · Meeting with City staff to determine Airport needs
- Completing regular Airport inspections to determine needs
- Anually submitting a five-year CIP to show the City's planned projects
- Anually submitting an ODO form for next year's project(s)
- Submitting (each August and December) DBE goals and accomplishments
- Submitting all airspace approval requests to the FAA for the impending project or other improvement projects
- Designing the funded project for a May bid advertisement to be ready to accept FAA monies
- Completing all grant applications and reimbursement request forms on behalf of the City
- Observing construction operations
- Documenting projects through final engineer's reports
- Preparing all grant certifications that the FAA requires
- Attending audits to explain funding flow and documentation
- Updating the Airport Layout Plan (ALP)
- Ensuring that the construction NMGRT is properly allocated to the City where possible
- Consulting continuously to assist the City in attracting new airport tenants and businesses

C. General Description of Firm

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About Molzen Corbin

For 57 years Molzen Corbin's Aviation Division has partnered with communities across the State to develop and fund projects that fuel economic growth, support tourism, and protect public safety.

Our aviation specialists apply decades of technical expertise, institutional knowledge, and project experience to develop solutions tailored to the needs of each client. We serve airports of all sizes, from the unprecedented Spaceport America to Albuquerque International Sunport to the Colfax County Airport at Angel Fire. Molzen Corbin has sustained decades-long partnerships with many of our clients, working with them to design, fund, and implement prioritized projects. Figure 1 below illustrates our Statewide experience; Figure 2 illustrates our Airport On-Call Contracts.

Our Aviation Division is supported by civil engineers, water engineers, wastewater engineers, electrical engineers, mechanical engineers, architects, and landscape architects

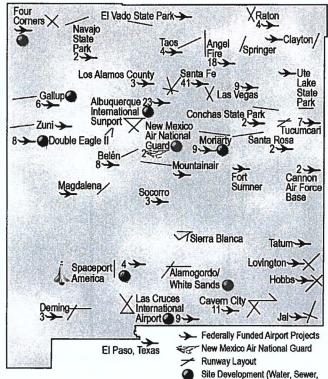


Figure 1. Airport experience.

Selection Criteria Addressed

- Recent Experience in Airport Planning and Development Projects
- Capability to Perform All Aspects of Project

so that our clients benefit from the cost savings and efficiency of meeting diverse project needs with an accessible, centralized team.

Organizational Structure & Size

Molzen Corbin was established in Albuquerque in 1960. We employ 70 professionals at our Albuquerque (headquarters), Las Cruces, and Carlsbad offices.

Federal Tax ID & NM Tax Identification Number; Resident Business Certificate

Molzen Corbin's Federal Tax ID number is 85-0166212. Our New Mexico Combined Reporting System (CRS) number is 01305771005. Our Resident Business Certificate Number is L1340229584.

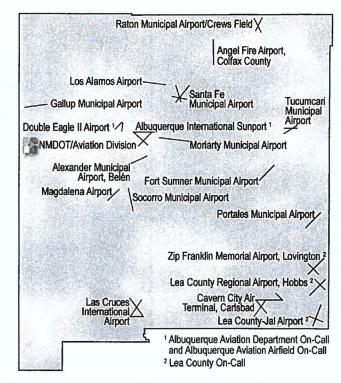


Figure 2. Molzen Corbin's Experience in On-Call Aviation Contracts.

Drainage Facilities, Roadway)

- Planning
- · Taxiways and Runways
- Pavement Rehabilitation
- Parking and Access
- Grading and Drainage
- Pavement Markings
- Lighting/Signage
- NAVAIDS
- · Hangar/Lease Area Development
- Air Traffic Control Tower
- Aircraft Rescue and Firefighting Buildings
- · Vehicles: ARFF, Snow Removal, Mowers

- Part 150 Noise Studies
- Fencing
- Terminal Improvements
- Controls
- Utilities
- Maintenance Buildings
- Emergency Power Generation
- Stormwater Pollution Prevention Plans
- Environmental Documentation
- FAA Grants Application/Administration
- · DBE Programs, Goals, and Reporting
- Federal Land Acquisitions

Figure 3. Molzen Corbin offers diverse capabilities and experience in aviation engineering.

Recent Experience in Comparable Airport/Aviation Projects

Our airport experience spans multiple disciplines. We have designed airside facilities (runways, taxiways, taxilanes, aprons, etc.), electrical systems, navigational aids (NAVAIDS), utilities, drainage improvements, roadways, terminal renovations, landscaping, and new buildings for airports across the State. We have completed master plans, action plans, Part 150 noise studies, DBE programs, and environmental assessments. Our statewide aviation engineering experience is illustrated in Figures 1 and 2. Technical capabilities are listed above in Figure 3, and experience is presented in Figure 4 on the next page. Specific project examples are provided in Section E.

Experience with Projects Funded by FAA Airport Improvement Program Grants

Our specialized aviation professionals work with Federal and State officials each day to keep abreast of funding availability and criteria, and are immersed in regulations that affect airport design.

With few exceptions, all of our airport projects have included complete grants administration responsibilities. Our staff provides the expertise to handle the documentation required by the FAA, and the NMDOT-AD. Preparing grant applications and documents, developing construction phasing plans, specifying requirements for safety during

construction, and meeting other FAA and NMDOT-AD requirements are all a part of Molzen Corbin's basic services. Our staff provides all grants administration services with audits in mind. Sponsors find our documentation to be very valuable in getting through audits successfully.

We know that federal discretionary funds are extremely competitive, requiring applicants to surpass a regional pool of candidates from five states. Competition for State apportionment funds is equally intense. Each year, the FAA apportions a certain amount of funds to New Mexico, typically between \$10 and \$20 million—only one-third of actual airport needs.

Solid project justifications and ongoing communication with the State and the FAA are vital in securing needed funds. Mr. Provine, PE, our proposed Technical Services Manager, and Mr. Freier, PE, our proposed Senior Airport Engineer, have more than 53 years of combined experience working with the FAA and NMDOT-AD.

Since 1994 we have been responsible for \$212 million in FAA funding sent to New Mexico—representing 40% of all FAA funding sent to the State during that time period. Our success with grant applications stems from our in-depth knowledge of agency processes and regulations, and from our strong working relationships with agency personnel. Molzen Corbin will apply our knowledge of agency procedures and our technical expertise to maximize funding for your projects.

Figure 4. Molzen Corbin's Aviation Design and Construction Experience in New Mexico.	Las Vegas Municipal Airport	Albuquerque International Sunport	Alexander Municipal Airport (Belén)	Angel Fire (Colfax County Airport)	Cavern City Air Terminal (Carlsbad)	Double Eagle II Airport (Albuquerque)	Fort Sumner Airport	Four Corners Regional Airport (Farmington)	Gallup Municipal Airport	Governor's Mansion Helipad (Santa Fe)	Las Cruces International Airport	Lea County Airport (Jal)	Lea County Regional Airport (Hobbs)	Moriarty Municipal Airport	Raton Municipal Airport/Crews Field	Santa Fe Municipal Airport	Sierra Blanca Regional Airport (Ruidoso)	Socorro Municipal Airport	Spaceport America	Springer Municipal Airport	Tucumcari Municipal Airport	White Sands Regional Airport	Zip Franklin Memorial Airport (Lovington)
Capital Improvement Program/ODO		+	+	+	+	+	+		+		+			+	+	+	+	+		+	+		
DBE Administration							+		+		+			<i>,</i>							+	+	
Master Plan/Action Plan				0.50	+	250					· +									•		•	+
Environmental Documentation												·		· +			+						36
ALP	+	- 5	10000			100	+		+		+	+		-					+	\rightarrow	+	+	+
eALP		+		·		+			187		7	·											
Runway	+	+	+	+	+	+	+		+		+			+	+	+	+	+	+		+	+	
Taxiway							+		+		+								+				
Air Traffic Control Tower	150					+					+												
Apron	+	>	+	+	+	+			+	+	+			+	+	+		+				+	
Lighting	+	+	+	+	+	+			+	+	+			+	+	>		+		+	+	+	
Signing/Marking/Guidance/Wind Cones	+	+	+	+	+	+			+	+	+			+	+	+		+	+	+	+	+	
Drainage		+	+	+	+	+		+	+							+	+		+				
SWPPP			+	+										\rightarrow		+							
Parking Lot		+	+			+			+									+			+		
Roadway		+	+	+		+			+		+			+				+			+		
Hangars		+		十											+								
Maintenance Building	+	+		+		+										\rightarrow	+						
Fuel Farm			+												+	+							
Fencing/Security Gate		+	+	+	+	+			+		+			+	+	+		+			+		
Architecture (Terminal, Rental Car, Etc.)		+			+											+							
Landscaping		+				+																+	
Electrical/Solar/Fiber Optic		+				\rightarrow										+							
AWOS			+	+		\rightarrow					+			\rightarrow				\rightarrow					
Industrial Park						\rightarrow									+								
Part 150 Noise Study		+														+							
Part 139 Certification		+														+							
Deicing		+																					
ARFF Building/Vehicle					+						+					+							
Vehicle Acquisition (Snow, Mow, Sweep)				+											+	+							
Water	+	+	+	+		+								+					+				
Wastewater														+		+			+				
Land Acquisition		+	+	+		+			1					+		\rightarrow							

D. Key Individuals Who Will Be Involved

229 89

Molzen Corbin's Project Team

Molzen Corbin's proposed project team is a highly qualified and dedicated team of aviation planning and design specialists. Please see our team organization chart, Figure 5, on the following page.

To ensure that our clients benefit from funding opportunities and current technology, our staff meets regularly with the FAA to learn about new design criteria, funding requirements, and advances in airport pavement, lighting, and NAVAIDS.

Our Aviation Division is also active in the New Mexico Airport Managers Association (NMAMA) and the American Association of Aviation Executives (AAAE), networking with peers and clients to gain greater perspective on industry challenges and developments. Résumés of our key team members begin below.

Technical Services Manager; Senior Airport Engineer: Mike Provine, PE

Mr. Provine (NM PE #10997) has 32 years experience specializing in civil engineering, and has served as an Aviation Project Manager at our Albuquerque headquarters since 1989. During that time he has overseen more than \$170 million in air-



port design and planning projects across the State. He is particularly skilled at phasing projects to avoid operational disruptions. Mr. Provine's experience at KLVS includes the Snow Removal Equipment Building (1994), and Sludge Injection Site Grading.

Albuquerque International Sunport Aviation On-Call Engineering Services ■ Master Plan Update (2) ■ Airport Drainage Master Plan ■ Runways 8-26 and 12-30 Reconstruction ■ Taxiway A, B, C, and E Reconstruction ■ Air Cargo Freight Apron Extension ■ Terminal Apron Reconstruction ■ General Aviation Apron Reconstruction ■ Sunport III Hangar Construction ■ Credit Card Long-Term Parking Lot Construction ■ Long-Term Parking Photovoltaic Improvements and Parking Lot Reconstruction ■ VALE Photovoltaic Array ■ Cooling

Selection Criteria Addressed

In This Section

- Recent Experience in Airport Planning & Development Projects
- Capability to Perform All Aspects of Project
- Understanding of the Airport's Special Concerns
- Familiarity with Sponsor & Project Location
- Understanding of the Airport & Proposed Projects

Towers Replacement ■ Spirit Drive Construction ■ Sunport Boulevard Pavement Rehabilitation ■ Access Road D Construction ■ Clark Carr/University Boulevard Intersection Improvements ■ Airfield Lighting Upgrade ■ Part 150 Noise Study

Albuquerque Double Eagle II Airport Airfield Electrical Vault Relocation Air Traffic Control Tower Environmental Assessment Air Traffic Control Tower Construction Airport Land Acquisition Assistance AIP and GIS Airfield Maintenance Facility Airport Fencing Upgrades

Moriarty Municipal Airport Airport Land
Acquisition for Crosswind Runway ■ Runway
8-26 and Taxiway A Construction ■ Crosswind
Runway 18-36 ■ Runway Airfield Lighting and
Signage ■ Taxiway and Glider Staging and
Expansion ■ Aircraft Parking Apron Construction ■ Hangar Area Expansion ■ Airport Action
Plan and Update ■ Airfield Pavement Rehabilitation

Senior Airport Engineer: Kent Freier, PE

Throughout his **38-year career** Mr. Freier (NM PE #8182) has helped airports across the State design and fund projects to promote economic development. He is one of the recognized leaders in airport engineering in New Mexico. His project experience includes:



Socorro Runway 6-24 Surface Seal, Crack Seal, and Marking ■ Runway 15-33 and MIRL Reconstruction ■ Taxiway A Reconstruction ■ Taxi-

Molzen Corbin proposes an experienced and specialized airport project team whose members have worked together on numerous airport projects throughout the State. With our wealth of experience, and a team that functions as an experienced, efficient unit and our depth of sup-City of Las Vegas Municipal Airport port staff, Molzen Corbin has the full capability to complete and all special services, on your projects, including any Ms. Veronica Gentry Below we provide an organizaschedule and within budget. **Public Works Director** tion chart (Figure 5) of our key team members. Mr. John Aragon Airport Manager Below applican Principal-in-Charge 产品的 Adelmo E. Archuleta, MS, PE QA/QC Kevin Eades, PE th Assumos T. J 4 3 1 **Technical Services Manager** Mike Provine, PE DBE Program Senior Airport Engineers Administrator Planning/Environmental Kent Freier, PE Debi Dodge Coffman Associates 122 4 Mike Provine, PE Electrical Engineer Geotechnical Daniel Gonzales, PE Airport Engineering Geo-Test, Inc. Melinna Boyd, El a indirection Mechanical Engineer \$4900 Senior Airport Design Technicians Paul Romero, PE Dale Salazar, CET Jose Lovato, SET Surveying Molzen Corbin Staff Support Staff 7 999 Civil Engineers Molzen Corbin Personnel Water Resources Engineers Subconsultant Personnel **Electrical Engineers Grant Administrators CADD Specialists** NUMBER OF STREET **Construction Observers Public Involvement Specialists Design Technicians**

Figure 5. The Molzen Corbin Team has the capacity and capability to assist the Las Vegas Municipal Airport with all requested services.

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lane and Apron Reconstruction ■ Entrance
Road Reconstruction and Taxiway A Rehabilitation ■ AWOS Construction ■ Terminal Building
Remodel ■ CIP, ODO, and DBE Submittals Annually to Keep Socorro in the Funding Pipeline

Spaceport America Runway 16-34 Design
(12,000' by 200')

Santa Fe Municipal Airport | ARFF Building ■ Purchase of ARFF Vehicle ■ Runway 2-20 Resurfacing ■ Runway 10-28 Reconstruction ■ Runway 15-33 Reconstruction and Value Engineering ■ Runway 15-33 Reconstruction and Replacement of MIRL Edge Lighting System ■ Taxiway D Reconstruction and North Apron Expansion ■ New Taxiway Construction (Taxiway F) ■ New Taxiway Construction (Taxiway J) Taxiway F Relocation (ARRA funded) ■ Taxiways A and C Reconstruction ■ Taxiway A Phase II Reconstruction - Taxiway H Environmental Assessment/SWPPP

East Apron Reconstruction New Aircraft Parking Apron (14 acres) ■ Airfield Lighting Upgrade Snow Removal Equipment Building Albuquerque Double Eagle II Runway 4-22

Albuquerque Double Eagle II Runway 4-22 and Taxiway A Reconstruction and Edge Lighting Systems Replacement (ARRA funded) ■ Runway 17-35 Reconstruction, Taxiway B Reconstruction; New Taxiway C Construction ■ New Precision Free Obstacle Zone (PFOZ) Signing and Marking ■ Midfield Development Taxilanes and Aprons (Phases I and II)

Albuquerque International Sunport \$50 Million Reconstruction of Runway 8-26 (At 13,775 feet, this is one of the longest runways in the USA)

Raton Municipal Airport/Crews Field Runway 2-20 Extension Runway 2-20 and 7-25 Mill and Overlay Taxiway A Resurfacing New Taxilanes Apron Reconstruction Assistance with SWPPP Compliance and NMED Fuel Farm Compliance Game Fence Construction

Lea County Regional Airport Airport Master
Plan ■ Runway 21 Approach Environmental
Assessment ■ Runway 12-30 Reconstruction
■ High Game Fence ■ Runway 3-21 Pavement
Maintenance ■ Drainage Master Plan

Jal Municipal Airport Airport Action
Plan ■ Pavement Maintenance ■ Fencing and

Security Gate Hangar Access Road

Zip Franklin Municipal Airport Airport Action
Plan ■ Pavement Maintenance ■ Fencing and
Security Gates ■ Apron Reconstruction, Phases
I&II

Airport Engineering: Melinna Boyd, El

Ms. Boyd (NM EI #7168; PE pending) has **five years** of experience with Molzen Corbin. She previously held a pavement-inspection internship with the New Mexico Department of Transportation (NMDOT),



and currently at Molzen Corbin performs drainage analysis, grading and drainage design, and traffic control design. Relevant experience includes the Drainage Systems Modeling and Analysis (Lea County Airport), Sunport Pavement Condition Index, Sunport Runway 8-26 Rehabilitation, and the Airport Drainage Master Plan Development (Lea County Airport).

Senior Airport Design Technician: Dale Salazar

Mr. Salazar has 21 years of experience as a design technician with a focus in airport improvements and civil engineering design. His portfolio of airport work includes:



Albuquerque International

Sunport Runway 8-26 Reconstruction Taxiway A, B, C, D, and E Reconstruction Taxiway E1 Centerline Lighting Terminal Apron Reconstruction Phases I and II General Aviation Apron Reconstruction Airfield Lighting Upgrade Propylene Glycol Deicing Facility Long-Term Parking Reconstruction Sunport II Hangar

Angel Fire Municipal Airport Runway 17-35
Reconstruction ■ Hangar Area Taxiways ■ Airport Perimeter Game Fencing

Double Eagle II Airport Runway 4-22/Taxiway
A Reconstruction ■ Runway 17-35/Taxiway B Reconstruction ■ Air Traffic Control Tower ■ Midfield Development and Infrastructure ■ Atrisco
Vista Boulevard (Double Eagle II Access Road)
Reconstruction ■ Unser Boulevard Fiber Optic
Extension ■ Aerospace Technology Park Infrastructure Development

Belén Alexander Municipal Airport Crosswind Runway 13-31 ■ Airfield Lighting Upgrade ■ Airport Access Road Improvements

Santa Fe Municipal Airport Runway 2-20 Medium-Intensity Runway Lighting ■ Runway 10-28 Medium-Intensity Runway Lighting ■ Runway 10-28 Rehabilitation ■ Runway 15-33 Reconstruction ■ East Apron Reconstruction ■ Taxilane Construction ■ Taxiway J Construction

Senior Airport Design Technician: Jose Lovato, SET

Mr. Lovato has **43 years of experience** in the design, drafting, and coordination of a diverse range of projects including waterlines, sewer systems, street and airport paving, drainage, earthwork, and survey



plans. He has also established and coordinated location and property surveys and facilitated permit acquisitions from various types of utility companies and many local, city, State, and Federal agencies. Representative projects follow.

Albuquerque International Sunport Sunport Runway 8-26 Reconstruction ■ Taxiway A and E Reconstruction

Belén Alexander Municipal Airport Runway, Taxiway, and Apron Improvements

Santa Fe Municipal Airport Runways 2-20 and 15-33 Reconstruction

DBE Program Administrator: Debi Dodge

Ms. Dodge is a technical administrator with **25 years** of experience in project administration and funding. She has a strong knowledge of the FAA DBE program, providing DBE compliance services at Albuquer-



que, Moriarty, Raton, Lea County, Angel Fire, and Santa Fe Municipal Airports. For Molzen Corbin's projects with the NMDOT, Ms. Dodge administers the DBE program, B2Gnow diversity-management software, and LCPtracker labor-compliance software.

Electrical Engineer: Daniel Gonzales, PE

Mr. Gonzales (NM PE # 19969)
has 12 years of experience, which includes designing power, instrumentation, controls, and specifications; conducting pre-design analysis; writing reports; preparing cost estimates; and coordinating construction. Relevant projects include:



Mechanical Engineer: Paul Romero, PE

Mr. Romero (NM PE #14932) has **21 years** of experience designing HVAC and plumbing systems for various facilities, including Kirtland Air Force Base. Work includes mechanical design, construction cost estimation, project planning, and



construction services (including new mechanical systems and the optimization of existing systems). Plumbing systems include domestic water systems for emergency eyewash/shower areas in hazardous areas, non-potable water design to support process equipment, and vent, natural gas, sewer, and domestic water services for administrative areas and laboratories.

Technical Quality Assurance/Quality Control: Kevin Eades, PE

Mr. Eades (NM PE #14481) is Molzen Corbin's Executive Vice President of Civil Engineering with 21 years of professional experience. In addition to coordinating projects and master plans, he has designed and managed drainage, water



improvement, sewer improvement, traffic coordination, and road improvement projects. Mr. Eades also is responsible for construction coordination and overall scope, schedule, and budget compliance for projects for the City of Belén, the City of Eunice, the Town of Bernalillo, the Village of Los Lunas, the Village of Tijeras, and the NMDOT. Other New Mexico experience includes Martin Luther King Boulevard, City of Clovis; Joe Harvey Streetscape, City of Hobbs; and for the City of Eunice, Citywide Water System Improvements, 6th Street Sanitary Sewer Project, Citywide Street Paving Improvements, Senior Center Expansion, and miscellaneous infrastructure improvements.

Molzen Corbin Staff: Surveying

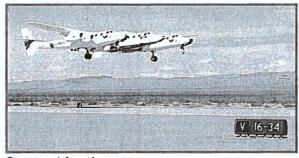
Our in-house surveyors, led by Mr. John Montoya, PE, PS, have performed topographic and design surveys at numerous airports in New Mexico, including Santa Fe Municipal Airport, Albuquerque International Sunport, Double Eagle II Airport in Albuquerque, Cavern City Terminal Airport in Carlsbad, Gallup Municipal Airport, Navajo Lake Airport, and Raton-Crews Field Municipal Airport.

Subconsultants

Airport Planning/eALP/ Environmental : Coffman Associates:

Coffman works exclusively in airport planning and environmental services throughout the U.S. They are very experienced with FAA Environmental Assessment (EA) procedures and have strong relationships with FAA review personnel in virtually all FAA regions. Molzen Corbin has worked with Coffman Associates for 24 years on the following types of projects:

- Electronic ALPs (eALPs) at Albuquerque International Sunport and Double Eagle II
- Airport Master Plans (e.g., Santa Fe Municipal Airport, Albuquerque International Sunport, Lea County Hobbs, Carlsbad Cavern City Airport)
- Airport Certification Manuals (e.g., Santa Fe)
- Environmental Assessments for Runways (e.g., Sierra Blanca Cross-Wind Runway, Raton Runway 2-20 extension, Double Eagle II runway extensions, and SAF Taxiway F)



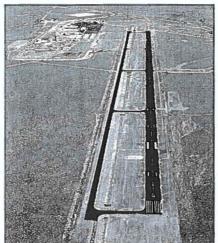
Spaceport America

Mr. Steven Benson is a Principal with Coffman Associates, and has been with the firm since its inception. He has 39 years of experience exclusively in airport planning. He worked with Molzen Corbin on the DE II Airport Environmental Assessment, the Runway 17-35 Closure EA, and three Master Plan updates for the Albuquerque International Sunport, Carlsbad Cavern City Airport, and Lea County Hobbs.

Geotechnical Services: Geo-Test, Inc.

Geo-Test has been part of the Molzen Corbin team for **24 years**, working with us on virtually all of our airport projects. Together we have tackled paving projects in the harshest of paving environments throughout the State. Geo-Test will perform any preliminary design investigations for design development and will provide materials testing during construction.

Mr. Patrick Byres, PE, (NM PE #8126) has 43 vears of professional experience, and has provided geotechnical engineering services at airports around the State, including Fort Sumner Municipal Airport, Socorro Municipal Airport, Albuquerque International Sunport, Angel Fire Airport, Double Eagle II Airport, Las Cruces International Airport, Moriarty Municipal Airport, Raton Municipal Airport/Crews Field, Santa Fe Municipal Airport, and Tucumcari Municipal Airport. His relevant projects include: Geotechnical Investigation and Pavement Design for Existing Runway, New Taxilane, Hangar Area, and Foundation and Associated Pavement Design For Two 12,000-Gallon Aboveground Fuel Tanks, Angel Fire Airport, Village of Angel Fire; Parking Apron Subgrade Investigation, Pavement Design, and QA Testing, Santa Fe Municipal Airport, City of Santa Fe.



ARRA funds and AIP funding combined to make possible the \$5,300,000 reconstruction of Runway 4-22 and Taxiway A at Double Eagle II Airport in Albuquerque.

E. Representative Clients and Projects



Lea County Airport Systems

Reference: Mr. Corey Needham, Assistant County Manager of Operations, (575) 391-2934

For the past six years, Molzen Corbin has provided airport planning and design services for the Lea County Airport Systems. These include three separate airports, Lea County Regional (a Part 139 facility with commercial service) and two general aviation facilities located in Jal and Lovington.

Lea County Regional Airport

- Airport Master Plan (all three airports) (2013)
- Runway 12-30 Reconstruction (2016)
- High Game Fence Construction (2016)
- Airport Rescue and Firefighting Facility (2016)
- Terminal Building Expansion Programming Report (2016) and Design

Jal Municipal Airport

- Runway, Taxiway and Apron Crack and Surface Seal (2015)
- Airport Security Fencing and Automated Gate (2016)

Lovington Zip Franklin Memorial Airport

- Runway, Taxiway and Apron Crack and Surface Seal (2015)
- Airport Security Fencing and Automated Gate (2016)

Selection Criteria Addressed

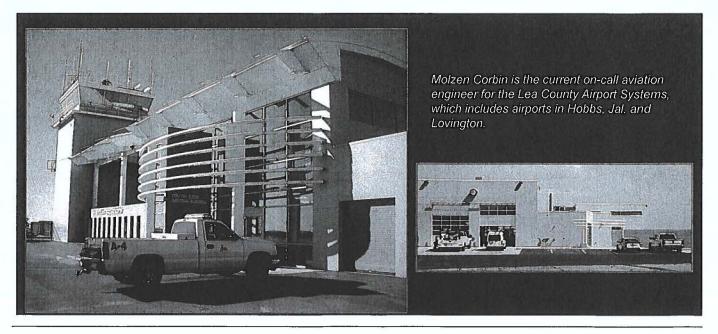
- Recent Experience in Airport Planning and Development Projects
- Capability to Perform All Aspects of Project
- Quality of Previous Airport Projects Undertaken
- Reputation

Moriarty Municipal Airport

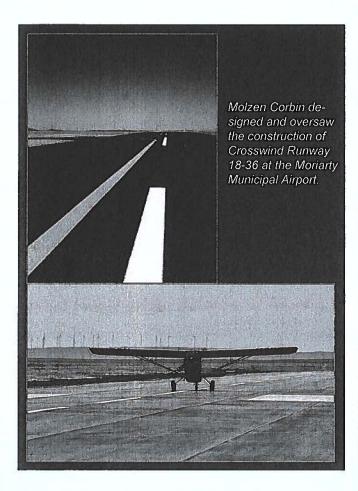
Reference: Mr. Bob Hudson, Airport Manager, (505) 832-5072

Molzen Corbin's relationship with the City of Moriarty spans several decades. Our experience with the Moriarty Municipal Airport dates to the 1980s, when we worked with the City on the airport land acquisition and development of the current airfield facilities. Our Technical Services Manager, Mr. Mike Provine, PE, has been the project manager on all of the capital projects accomplished at the Moriarty Municipal Airport since 1990. Since 2010, we have served as the on-call airport engineer for the Moriarty Municipal Airport. Projects completed for Moriarty include:

- Airport Land Acquisition
- Runway 8-26 and Taxiway A Construction
- Crosswind Runway 18-36



- Taxiway and Glider Staging and Expansion
- Runway Airfield Lighting and Signage
- Aircraft Parking Apron Construction
- Hangar Area Expansion
- Airport Action Plan & Update
- Airport Land Acquisition for Crosswind Runway
- Airfield Pavement Rehabilitation



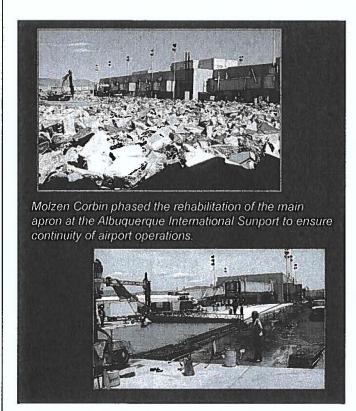
City of Albuquerque Aviation Department

Reference: Mr. Jim Hinde, Director of Aviation, (505) 244-7805

Molzen Corbin has served as the engineer at the Albuquerque International Sunport for 42 years. We have completed \$100 million in airport improvements at the Sunport, from drainage and pavement to lighting. Projects that Molzen Corbin has recently completed at the Sunport include the following:

Airfield Lighting Upgrade (2010)

- South General Aviation Apron (2009-2012)
- Terminal Apron Phases I and II (2006-2009)
- Taxiway E Reconstruction (2008)
- Additional project experience at the Sunport includes:
- Customs Facility Design
- Runways 8-26 and 12-30 Reconstruction
- Taxiway E Extension
- Taxiway A Reconstruction
- Taxiway A, B, and C Reconstruction
- Air Cargo Freight Apron Extension
- Terminal Apron Reconstruction
- Sunport III Hangar Construction
- Site Grading and Drainage for the 55-acre Rental Car Facility Site
- Spirit Drive Construction
- Sunport Boulevard
- Access Road D
- Clark Carr/University Boulevard Intersection Improvements
- Part 150 Noise Study
- · Airport Drainage Master Plan
- Master Plan Update (2)



Additional Project Experience

Additional experience on projects comparable to those listed in your Request for Proposal:

Airfield Paving

Anticipated KLVS Projects: Relocate Taxiway B; Apron and Taxiway Pavement Maintenance; Runway 2-20 and RWY 14-32 Pavement Maintenance.

Examples of Runway and Taxiway Design, Extension and Rehabilitation—Partial List

- Santa Fe Municipal Airport (SFMA), Taxiway F relocation; ARRA-funded
- Albuquerque International Sunport extension of Runway 12-30, reconstruction of Runway 17-35, reconstruction of Runway 8-26 and reconstruction of Taxiways A and E
- Double Eagle II (DEII), Runway 4-22 and Taxiway A reconstruction, including edge lighting upgrades with LED lighting; ARRA-funded
- DEII, Runway 17-35 and Taxiway B reconstruction, including edge lighting upgrades, new Taxiway C and new Taxiway A extension
- Spaceport America, 12,000 foot by 200 foot wide concrete paved runway, with taxiways and runway end "turn-arounds"
- SFMA Runway 15-33 reconstruction, including new edge lighting system
- SFMA new taxilane construction, design for Gulfstream business jets
- SFMA Runway 2-20 resurfacing
- SFMA Runway 10-28 reconstruction
- Socorro Municipal Airport, Runway 15-33 reconstruction, including new edge lighting system
- Angel Fire Airport Runway 17-35 widening and overlay, and taxiway design, subsurface drainage
- Belén Alexander Airport runway and taxiway extension and hangar access taxiways
- Tucumcari Municipal Airport rehabilitation of Runway 3-21, pavement rehabilitation of Runway 8-26 and all taxiways and aprons,



The relocation of Santa Fe's Taxiway F has greatly improved safety at the airport by enabling aircraft to taxi around the midfield section. Careful phasing and coordination ensured operational continuity and enabled the AE flights to arrive and depart on schedule.

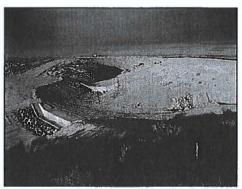
Examples of Apron Design, Extension, and Rehabilitation

- Albuquerque International Sunport expansion and reconstruction of terminal apron and air cargo apron
- SFMA east apron reconstruction, 12 acres of apron paving for heavy and light aircraft, utilizing recycled paving materials
- SFMA extension of north parking apron and concrete apron rehabilitation
- Raton Airport parking rehabilitation using recycled paving materials
- Angel Fire Airport parking apron and reconstruction
- Cavern City Terminal Airport (Carlsbad) air carrier parking apron and reconstruction
- Gallup Municipal Airport aircraft parking apron and reconstruction of east parking apron
- Moriarty Municipal Airport aircraft parking apron
- Belén Alexander Airport aircraft parking apron and expansion
- Sunport South General Aviation Apron and Reconstruction

Airfield Drainage

Anticipated KLVS Projects: Prepare and update SWPPP

Molzen Corbin offers full capabilities in drainage design. Our project team members have worked with the NMDOT, the Albuquerque Metropolitan Area Flood Control Authority (AMAFCA) and Soil Conservation Service, among other entities.



Sunport Southside Erosion Control

We have developed SWPPs and NOIs for many airport industrial sites including Santa Fe, Angel Fire and Moriarty Municipal Airports. Our

staff has also attended "pop-up" inspections by the New Mexico Environment Department (NMED).

Molzen Corbin's drainage experience also includes dozens of drainage studies and master plans. These documents involved hydrologic and hydraulic modeling, conceptual design solutions and capital implementation strategies. We have developed drainage master plans for Albuquerque International Sunport, Double Eagle II Airport, Four Corners Regional Airport and the Lea County Regional Airport.

Environmental Services

Anticipated KLVS Projects: Environmental Services

We have successfully completed environmental documentation to obtain CatEx's on most airport construction projects. However, when more extensive documentation and research is needed, we have turned to a long time partner in Coffman Associates.

Molzen Corbin has structured an aviation design team, with subconsultants, ready to address any issue that an airport may encounter. Coffman Associates specializes in airport planning and environmental services. Their experience has included airport master plans, Part 150 noise studies, environmental assessments, environmental impact statements, and wildlife hazard assessments.

Together, Molzen Corbin and Coffman have completed environmental documents at the Raton Municipal Airport (runway extension), the Double Eagle II Airport (numerous airport improvements), and the Sierra Blanca Regional Airport (crosswind runway construction). We have also teamed on master plans at the Albuquerque International Sunport and the Santa Fe Municipal Airport, as well as a wildlife hazard assessment and a Part 150 Noise Study.

Planning

Anticipated KLVS Projects: Update Airport Layout Plan.

Molzen Corbin has worked with Coffman Associates for 24 years developing airport master plans for cities such as Albuquerque and Santa Fe, relying on Coffman's national air traffic knowledge and expertise to perform air traffic analysis and identify airport needs based on the national airport system.

Molzen Corbin and Coffman Associates were selected to develop one of four pilot projects in the Southwest to complete the Albuquerque Sunport's eALP. In February 2011 this same team was selected to complete the Albuquerque Double Eagle II Airport eALP. This same, experienced team will complete this task for KLVS.

Virtually all airport projects require environmental clearance. For simple efforts such as a runway reconstruction, Molzen Corbin has the in-house capability to write environmental clearance letters and biological studies to get projects cleared and a categorical exclusion issued. For other projects, such as a new taxiway, Coffman Associates will prepare environmental assessments that get FAA approval and clearance. Figure 6 on the next page highlights our airport planning experience.

Airfield Electrical Design

Anticipated KLVS Projects: Install PAPi's RWY 2-20 and RWY 14-32.

Our In-house electrical department has designed components for airports across the State including Albuquerque International Sunport, Santa Fe Municipal Airport, Las Cruces International Airport, Cavern City Terminal Airport, Belén Alexander Airport, Tucumcari Municipal Airport, Moriarty Municipal Airport, Soccoro Municipal Airport, and Angel Fire Airport.

Planning Service(s)
TW H Environmental Assessment

Part 150 NEM
Airport Master Plan

eALP

eALP, Master Plan

EA for Runway Extension

Airport Master Plan (3)

Airport Action Plan Airport Action Plan Crosswind Runway EA

Action Plan

EA for Runway 17-35 Closure

Runway 2-20 Extension EA

Airport Master Plan and Airport

Client	Location
Santa Fe Municipal Airport	City of Santa Fe
Santa Fe Municipal Airport	City of Santa Fe
Santa Fe Municipal Airport	City of Santa Fe
Albuquerque Double Eagle II	City of Albuquerque
Albuquerque Double Eagle II	City of Albuquerque
Albuquerque International Sunport	City of Albuquerque
Albuquerque International Sunport	City of Albuquerque
Albuquerque International Sunport	City of Albuquerque
Raton Municipal Airport	City of Raton
Raton Municipal Airport	City of Raton
Los Alamos Airport	County of Los Alamos
Sierra Blanca Regional Airport	Village of Ruidoso
Las Cruces International Airport	City of Las Cruces

Figure 6.

Molzen Corbin will
work with KLVS to
develop planning
documents that help
position the Airport
for funding.

Molzen Corbin's electrical engineering project experience includes:

- DEII, Runway 4-22 MIRL, and Taxiway A MITL with LED lighting and new guidance signs
- DEII, Runway 17-35 MIRL and Taxiway B MITL, Taxiway C MITL, and Taxiway A extension, MITL, and new guidance signs and LED REIL's
- SFMA Taxiway F relocation, LED edge lights and guidance signs
- SFMA Runway 15-33 new MIRL
- Albuquerque International, replaced all taxiway lighting and guidance signs with new LED lighting fixtures
- Albuquerque International, HIRL edge lighting, flush mounted centerline lights, taxiway lead-off lights, and CAT-II lighting system
- Springer Municipal Airport new LED runway lighting system
- Fiber optic trunk & distribution, Double Eagle II
- Los Alamos Airport Runway 9-24 MIRL replacement
- Cannon Air Force Base MALSR
- Airfield and runway lighting design for Belén Alexander Airport, Santa Fe Municipal Airport, Angel Fire Airport, Albuquerque International Sunport, Las Cruces International Airport, Moriarty Municipal Airport and Cavern City Terminal Airport

- Airfield lighting upgrades for Gallup Municipal Airport, Santa Fe Municipal Airport and Tucumcari Municipal Airport.
- AWOS for Las Cruces International Airport, Soccoro Municipal Airport, Moriarty Municipal Airport, Belén Alexander Airport, Angel Fire Airport, Artesia, Sierra Blanca Regional Airport, Grant County, Alamogordo/White Sands, and Spaceport America
- Rent-A-Car Facility remodel, Albuquerque International Sunport
- Customs Office Renovations, Albuquerque International Sunport
- Lea County Hobbs, ARFF Facility

Maintenance and Updates of DBE Plans

Anticipated KLVS Projects: Prepare DBE Program and Project-specific DBE Goals

As the City knows, DBE program preparation, annual goal submittals and annual accomplishment reports are required for airports that participate in FAA funding. Our staff assists airports in developing the programs, getting FAA approval for the programs, preparing and submitting 3-year goals on specific projects and submitting annual accomplishments to the FAA. Additionally, FAA requires that a public meeting be held to present information on how project specific goals are established. We have prepared agenda and presented at these public meetings for our airport clients. Our staff has an established close working relationship with the FAA Civil Rights Office and has been successful in completing and submitting all the required DBE information to its satisfaction.

Wildlife Hazard Survey and Plan

Anticipated KLVS Projects: Install Wildlife Fence Molzen Corbin's proposed project team has completed wildlife fence projects at Angel Fire Raton

pleted wildlife fence projects at Angel Fire, Raton, and earlier this year at Hobbs Lea County, to help minimize wildlife incursions on the active airfield. Water crossings were incorporated into each of these projects as well as cattle guard and access gate improvements. Our employees even assisted in removing antelope from the Raton Airport.

Airport GIS

Anticipated KLVS Projects: Airport GIS

Hand in hand with the ALP update, we recommend that the City take the opportunity to develop an airport GIS for the facility. FAA is requiring digital submittals more and more and "digitizing" the airport layout plan, utilities, lighting circuits and topography would assist in those submittals, but also provide an opportunity to update the as-built drawing of the airport in one easily retrievable and transferable format. Molzen Corbin has assisted the City of Albuquerque in the preparation of electronic airport GIS for both the Albuquerque International Sunport and the Double Eagle II Airport.

References

The best proof of our reputation, professional integrity, competence, and knowledge lies with our clients. Below is a list of our current airport projects. We invite the City of Las Vegas to contact these clients or any of our clients to verify the outstanding level of services that we provide.

Lea County Airports

Contact: Mr. Corey Needham, Assistant County Manager – Operations, (575) 605-3497

Hobbs

- HOB Terminal Expansion
- New ARFF Building Replacement
- Runway 12-30 Design
- RSA Environmental Assessment
- Drainage Master Plan
- · High Game Fence Design

Jal

- · Pavement Maintenance
- · Fuel Farm Environmental Assessment
- Gates, Fencing, Roadway, and Hangar Environmental Assessment

Lovington

Apron Reconstruction

- Pavement Maintenance
- · Fuel Farm Environmental Assessment
- · Gates/Fencing Environmental Assessment

Albuquerque International Sunport

Contact: Mr. Jim Hinde, Aviation Director, (505) 244-7725

- ACE Site Development Plan for Subdivision LS Portion
- · Traffic Sign Rehab and Wayfinding Analysis
- Airport Master Plan
- · Spirit Drive Reconstruction
- Terminal Ramp Reconstruction
- · Snow Barn Design and Construction Phase
- · Taxiway A Reconstruction, two phases
- · GA Parking Lot Reconstruction
- · Sunport IV Pavement Renovations

Angel Fire Airport

Contact: Ms. Mary Lou Kern, Colfax County Manager, (575) 445-9661

- · Action Plan Update
- · Angel Fire Runway Rehab Construction Phase
- · Angel Fire Airport Hangar Area Taxiways Construction Phase
- · High Game Fence Design

Belén Alexander Municipal Airport

Contact: Ms. Leona Vigil, City Manager, (505) 966-2733

- Crosswind Runway Design
- · Belen Alexander Fuel Farm

Cavern City Air Terminal

Contact: Ms. Sherri Chandler, Airport Manager, (575) 887-3060

- Airport Masterplan
- · Airport Standards Regulations and Charges
- · Air Service Study
- · High Game Fence Replacement Design

Moriarty Municipal Airport

Contact: Mr. Bob Hudson, Airport Manager, (505) 832-5072

- Taxiway A Reconstruction
- · Pavement Maintenance
- Terminal Ramp Reconstruction
- Action Plan Update
- Airport Hangar Area Taxiways
- · Crosswind Runway Design

NMDOT/Aviation Division

Contact: Ms. Jane Lucero, Airport Development Administrator, (505) 244-1778

New Mexico Airport System Plan Update-2014 (Coffman Associates and Molzen Corbin team effort)

F. Capability to Meet Schedules and Deadlines



Ability to Meet Schedules

Our decades of airport project experience with various communities throughout the State—and our ongoing communication with airport managers and their municipal staff—enable us to respond quickly and efficiently to tight schedule requests (see Figure 7 on the next page).

An important part of receiving funding from the FAA and the NMDOT-AD is meeting their schedules and deadlines. **Molzen Corbin has never missed a funding deadline or opportunity on any of our airport projects.** In today's FAA funding climate, it is important to be ready when grants become available.

Our ability to meet difficult schedules is best exemplified by two ARRA-funded projects: Taxiway F in Santa Fe and Runway 4-22 at Albuquerque's Double Eagle II. The ARRA bill was signed on February 17, 2009. Design of these two projects had to be completed by May 1 and bids opened and a grant executed by June 17, 2009. Both projects were done to capture the grants. In addition, ARRA reporting requirements demanded that reimbursements be made every 30 days, reporting requirements (hours worked, expenses incurred) submitted every 30 days, and all FederalReporting gov reporting be completed by October 10. 2009. The Molzen Corbin team met all of these deadlines ahead of schedule. Molzen Corbin managed two of the three ARRA-funded airport projects in New Mexico.

Another example of our ability to meet schedules was exemplified by our staff in late 2008. The Santa Fe Municipal Airport was to receive funds for a new ARFF building, provided design was completed in time, bids opened, and a contract executed. This complex, three-bay fire station was completed in only three months in late 2008, and bids were received just in time for the grant deadline. This \$2.3 million building is now complete. The grant was executed only because the design was done on an accelerated schedule.

Selection Criteria Addressed

- · Capability to Perform All Aspects of Project
- Quality of Previous Airport Projects Undertaken
- Ability to Meet Schedules Within Budget
- Quality of Previous Airport Projects Undertaken

Control of Costs

Control of construction costs is critical to a project's success. Although we cannot control the inflationary costs that affect labor and construction materials, we pride ourselves in assisting our clients to control costs to the maximum extent possible. (See Figure 8 on the next page). In 57 years of experience, we have successfully implemented the following strategies and tactics to successfully control costs:

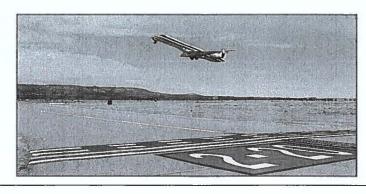
- Produce an Excellent Set of Plans—This is
 the most important item in receiving a fair bid
 and avoiding construction change orders. It is
 essential that the contract documents are clear
 about what is expected from the contractor.
- Communicate Throughout Design and Construction—Communication with the client and the contractor throughout design is integral to cost control. We establish a budget early on and use milestone meetings to communicate design progress and estimated costs. We also hold meetings throughout the construction phase to proactively address and mitigate issues that could result in change orders.
- Use Design Team to Manage Construction— Having the design project manager continue to manage construction helps ensure that the contractor complies with all details in the contract documents.
- Field Anticipation by Construction
 Observer—When the construction observer is
 proactive in monitoring construction activities,
 they can help anticipate and possibly mitigate
 any conflicts that can be avoided prior to
 construction. This prevents unnecessary change
 orders, saving costs.

Project	Original Design Schedule	Accelerated Design Schedule	Comments
Runway 8-26 Reconstruction, Albuquerque International Sunport, 2006	14 months	7 months	At owner's request, accelerated schedule to capture FAA funding opportunities.
Runway 4-22 Reconstruction, Double Eagle II Airport, 2009	10 months	4 months	Stimulus funding required accelerated schedule.
Taxiway F, Santa Fe Municipal Airport, 2009	6 months	4 months	Stimulus funding required accelerated project schedule.
Aircraft Rescue and Firefighting Building, Santa Fe Municipal Airport, 2008	8 months	4½ months	Accelerated design to capture funding made available by the FAA.

Figure 7. Molzen Corbin has a strong track record of successfully meeting tight schedules to capture project funding.

Project	Estimate	Low Bid	Final Cost
Lea County Regional Airport Runway 12-30 Reconstruction	\$6,114,000	\$5,716,906	\$5,596,206
Lea County Regional Airport High Game Fence	\$865,100	\$829,853	\$797,215
Jal Municipal Airport Security Fencing & Electronic Gates	\$92,101	\$68,111	\$68,111
Lovington Airport Security Fencing	\$178,637	\$1351,87	\$135,187
Lovington Apron Reconstruction	\$527,998	\$481,800	\$535,179
Zip Franklin Airport Fencing & Electronic Gates	\$178,638	\$135,187	\$146,673
Raton High Game Fence	\$679,855	\$266,967	\$275,907
Raton Runway Strengthening	\$3,027,548	\$2,936,228	\$2,617,528
Raton Runway 2-20 Extension & New LED MIRL	\$4,509,064	\$3,289,005	\$2,990,600
Sunport Terminal Apron Reconstruction Phase II	\$11,129,419	\$10,564,796	\$10,612,449
Belen Lighting Upgrade	\$249,257	\$165,271	\$177,620
Angel Fire RW Overlay	\$533,666	\$431,741	\$473,763
AEG RW 4-22	\$5,963,103	\$5,227,533	\$4,553,580
SAF TW F	\$1,150,587	\$905,999	\$785,535
SAF East Apron	\$2,373,011	\$1,546,736	\$1,450,852
Socorro AWOS	\$150,000	\$176,397	\$176,397
Socorro Ent. Rd.	\$220,705	\$197,053	\$188,856
Socorro RW 15-33 Reconstruction	\$997,480	\$813,689	\$750,945
SAF Taxiway A and C Reconstruction	\$2,689,386	\$2,273,579	\$2,500,000
SAF Taxiway A Phase II	\$2,508,684	\$1,807,620	Under construction
SAF Runway 10-28 MIRL	\$407,942	\$400,195	Under construction
SAF Taxiway F Extension	\$1,799,850	\$1,306,799	\$1,309,868
SAF Runway 2-20 MIRL Replacement	\$804,049	\$469,662	\$488,245

Figure 8. Molzen Corbin's recent cost-estimating success.



OFFEROR INFORMATION

	OFFEROR: MOLZEN CORBIN
	AUTHORIZED AGENT: Adelmo Archuleta, PE
	ADDRESS: 2701 Miles Road, SE
	TELEPHONE NUMBER: (505) 242-5700
	FAX NUMBER: (_505) _ 242-0673
	DELIVERY: August 8, 2017
	STATE PURCHASING RESIDENT CERTIFICATION NO.: L1340229584
	NEW MEXICO CONTRACTORS LICENSE NO.: N/A
	SERVICE (S): PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT
	THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.
	AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL
	STATE OF NEW MEXICO } ss
	COUNTY OF BERNALILLO
	Adelmo E. Archuleta, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.
	in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.
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	in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract. Signature Subscribed and sworn to before me, this Sth. day of August, 20 17.
Carried States	in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract. Signature

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
- "Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL (\$250) WERE MADE to an applicable public official by	
alles Culula	August 7, 2017
Signature	Date
President & Owner, Molzen Corbin Title (Position)	

Qualifications Evaluation Summary City of Las Vegas/Public Works Department Engineering Services for the Las Vegas Municipal Airport

Reviewer	Armstrong B	ohannan	Delta	MolzenCorbin	
Daniel Gurule	171	183	191	191	
John Aragon	160	118	136	188	
Veronica Gentry	174	183	190	200	
TOTALS	505	484	517	579	
FIRM #1	MolzenCorbi	n			
FIRM #2	Delta				
FIRM #3	Armstrong				
FIRM #4	Bohannan				

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/31/17 DEPT: Public Works/Airport MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Resolution No. 17-32, supporting the Federal Aviation Administration (FAA) Grant Agreement, LVS-17-02 and sponsoring match funds.

BACKGROUND/RATIONALE: A resolution is required to support the Federal Aviation Administration (FAA) Grant Agreement.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS, NM RESOLUTION NO. 17-32

A resolution authorizing submission of an Application for Airport Aid to the Federal Aviation Administration (FAA) and obligation of Sponsor matching funds, and authorization to accept the resulting Grant offer. The project shall consist of the purchase of snow removal equipment for the Las Vegas Municipal Airport.

WHEREAS; the governing body of the City of Las Vegas, New Mexico is applying to the Federal Aviation Administration for 90.0% assistance toward the project through the Airport Improvement Program (AIP) which FAA commitment can not be formally made until a grant offer is made and accepted, and is anticipating 5.0% assistance from the NMDOT – Aviation Division, and time is of the essence to secure the FAA funding and

WHEREAS; the project is within the City of Las Vegas jurisdiction, and is necessary for the public good and convenience and is to serve the users of the Las Vegas Municipal Airport and

WHEREAS; the City of Las Vegas is committed to appropriating funds to match the remaining 5.0% of the project cost in accordance and consistent with the regulations and policies governing the FAA- AIP program and the NMDOT – Aviation Division grant conditions.

NOW THEREFORE, BE IT RESOLVED; that the governing body of the City of Las Vegas hereby adopts and approves this resolution and authorizes the Mayor of the City of Las Vegas to execute all documents related to the project and directs staff to take actions necessary to implement and fund this resolution and project.

PASSED, APPROVED, AND ADOPTED TH	ISDAY OF SEPTEMBER, 2017.
	CITY OF LAS VEGAS
ATTEST:	Mayor
Casandra Fresquez, City Clerk	



Date

AVIATION GRANT AGREEMENT

Project Location		LVS - LAS VEGAS MI	UNICIPAL AIRI	PORT			
Sponsor		LAS	VEGAS, CITY	OF			
Address		1700 GRAND AVE					
City		LAS VEGAS	NM	Zip Code	87701		

The Sponsor must print and mail (3) three copies all with original signatures to:

NMDOT - AVIATION DIVISION PO BOX 9830 ALBUQUERQUE, NM 87119

Participation FAA	Funding Breakdown 90-5-5			
Contract No	Project No. LVS-17-02			
Vendor No. 0000054343	Expiration Date			
Purchase Order No:				

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:	
Purchase Snow Removal Equipment	

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total	
\$ 28,025	\$ 28,025	\$ 504,450	\$ 560,500	

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in
 each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall
 be submitted to the Department in acceptable form so that details of quantities allowed on various items of
 work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. <u>Legal Authority</u> The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. <u>Defaults</u> The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. <u>Possible Disabilities</u> The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. <u>Land</u> The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name:	
Title:	

Daniel R. Moran

Grants Administrator

Address:

New Mexico Department of Transportation - Aviation Division

PO Box 9830

Albuquerque, NM 87119

Office:

(505) 244-1788 ext. 9112

Fax:

(505) 244-1790

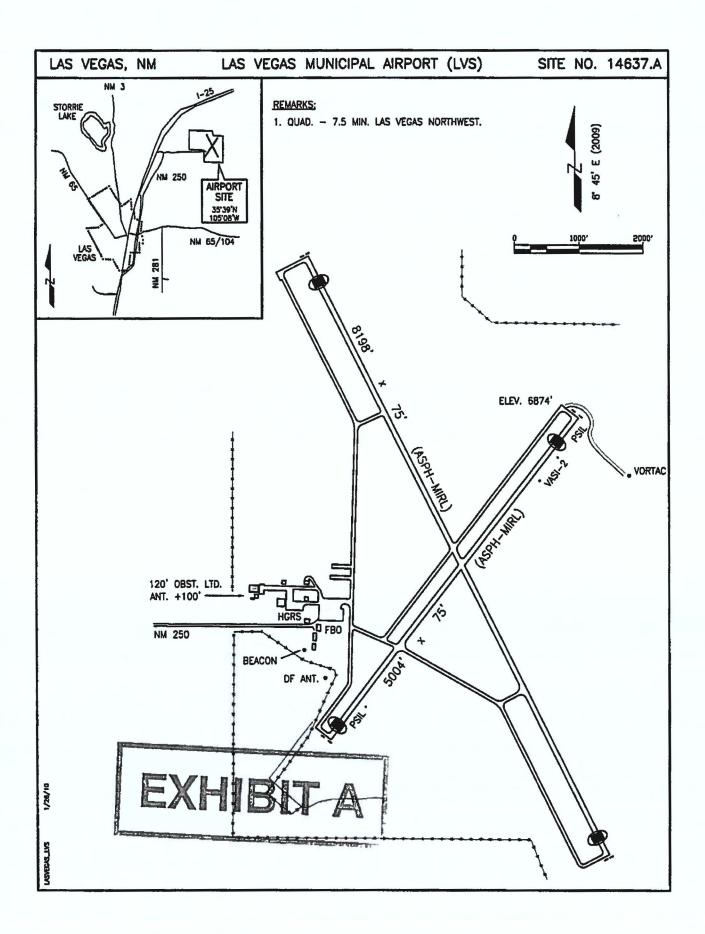
E-mail:

dan.moran@state.nm.us

Name	JOHN ARAGON	
Title	AIRPORT MANAGER	
Sponsor	LAS VEGAS, CITY OF	
Address	1700 GRAND AVE	
City	LAS VEGAS	NM Zip Code 87701
Office Phone	+1 (505) 454-3904 Fax	
E-Mail	jaragon@ci.las-	-vegas.nm.us

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.



LAS VEGAS MUNICIPAL AIRPORT SNOW REMOVAL EQUIPMENT AIP Project No. 3-35-00XX-XXX-2018

Grant # L	VS-16-XX				Engi	neer's Estimate)	
BID ITEM NO.	SPECIFICATION ITEM NUMBER	ITEM DESCRIPTION	UNIT TYPE	ESTEMATED QUANTITY			BID	TNUC
1	T	Engineering & Bidding	LS	1	\$	10,500.00	\$	10,500.0
2		Snow Removal Truck w/ Plow	LS	1	\$	350,000.00	\$	350,000.0
3		Broom	LS	1	s	200,000.00	\$	200,000.0
							\$	
N CONSTE								580 5 0



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:

09/01/17

DEPT: Police

MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Grant Application through the Department of Public Safety for the Las Vegas Police Department.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$24,300.00 to increase operations in the Street Crimes Unit and for the upkeep of the Department's undercover vehicles.

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

COVER SHEET

	City of Las Vegas Police Department
APPLICANT AGENCY:	Mailing Address 318 Moreno St.
	County, City, State, Zip San Miguel, Las Vegas, NM 87701
	Name & Title Juan Montano, Chief of Police
APPLICANT AGENCY CONTACT:	Phone (505) 426-3146
	^{Email} Juan_montano@ci.las-vegas.nm.us
	Name & Title Eric Padilla, Commander
PROJECT DIRECTOR:	Phone (505) 429-6248
	epadilla@ci.las-vegas.nm.us
	Organization Name City of Las Vegas
APPLICANTS FISCAL AGENCY:	Mailing Address 1700 N. Grand Ave.
	County, City, State, Zip San Miguel, Las Vegas, NM 87701
	Name & Title Ann Marie Gallegos, Finance Director
FISCAL AGENCY CONTACT:	Phone (505) 426-3251
TIBERTALITY CONTACT.	Email amgallegos@ci.las-vegas.nm.us
	Name & Title Ann Marie Gallegos, Finance Director
	Anniviane Gallegos Finance Director
EISCAL AGENCY ALITHOPIZED OFFICIAL.	
FISCAL AGENCY AUTHORIZED OFFICIAL:	Phone (505) 426-3251
	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us
FISCAL AGENCY AUTHORIZED OFFICIAL: FISCAL AGENCY DUNS #	Phone (505) 426-3251
	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us
FISCAL AGENCY DUNS #	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us 627298516 City of Las Vegas Street Crimes Unit
FISCAL AGENCY DUNS #	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us 627298516
FISCAL AGENCY DUNS # PROJECT TITLE	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us 627298516 City of Las Vegas Street Crimes Unit
PROJECT TITLE NM COUNTY/COUNTIES SERVED:	Phone (505) 426-3251 Email amgallegos@ci.las-vegas.nm.us 627298516 City of Las Vegas Street Crimes Unit San Miguel

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

GENERAL PROGRAM OVERVIEW

APPLICANT AGENCY OVERVIEW

The Las Vegas Police Department Street Crimes Unit (SCU) is a dedicated team of Investigators, possibly disguised, undercover officers who mingle in public places using a variety of techniques to detect persons involved in crimes especially those related to narcotics violations, illegal weapons possession, burglary, robbery, assault and battery, other crimes against person(s), as well as the apprehension of dangerous wanted suspects. We have in place a fiscal agent and administrative staff who will be assigned to help fulfill the grant agreement responsibilities. We operate through an established chain of command.

PROBLEM STATEMENT

The City of Las Vegas while only 7.59 miles in radius, has Interstate 25 running through it. We are seeing a rise in property and violent crimes due to the increased availability of methamphetamine and heroin. Our Street Crimes Unit has conducted various impact operations which yielded seizures of narcotics and firearms being transported through the I-25 corridor.

PROJECT DESCRIPTION

The Las Vegas City Police Department SCU will focus their efforts on identifying the prevalent criminal activities in our community. We will continuously work to disrupt activities that threaten our community. We also provide assistance to counties within Region IV through information sharing in regards to drug related and other crimes. Our department also works with other local, state, and federal law enforcement agencies to pursue investigations into larger narcotics, property, and violent crimes. We are committed to working with all federal and state agencies as well as anyone needing our assistance.

RANK FUNDING PRIORITIES

Priority #1	Overtime for Operations	
Priority #2	Confidential Funds	
Priority #3	Vehicle Maintenance	

PROJECT REPORTING & EVALUATION

All statistics are compiled on a monthly basis. We plan to monitor the progress of this program through deterrence. The results of our efforts should decrease the number of property crimes and the number of narcotics that are currently in our neighborhoods.

ALTERNATIVE PLANS (IF NOT FUNDED)

Agents will have to rely on limited agency funding therefore impacting the proactive approach of enforcement on criminal activity.

PROGRAM PARTICIPANTS

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL-TIME	PART-TIME
1	Commander	Las Vegas Police Department	No	Yes	N/A
1	Lieutenant	Las Vegas Police Department	No	Yes	N/A
1	Sergeant	Las Vegas Police Department	No	Yes	N/A
4	Agents	Las Vegas Police Department	No	Yes	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A
0000			N/A	N/A	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A

COLLABORATIVE PARTNERSHIPS & PARICIPATING AGENCIES

Organization or Agency	Type of Agreement
	Memorandum of Understanding (MOU)

^{*}Please include copies of agreements and/or MOU's in application packet

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

GOALS AND OBJECTIVES

Goal 1:	Execute Community Impact Operations
Objective:	Increase the Street Crimes Units presence in neighborhoods to disrupt or deter crime.
Activity 1 Coor	dinate impact teams to initiate proactive enforcement.
Activity 2 Estal	olish a network of intelligence on known criminal offenders.
Activity 3	
Goal 2:	Conduct Narcotic Search Warrants
Objective:	Execute as many narcotic related search warrants as possible through a proactive approach
Activity 1 Cond	fuct proactive investigations and employ confidential informants to complete the goal.
Activity 2	
Activity 3	
Goal 3:	
Objective:	
Activity 1	
Activity 2	
Activity 3	

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

PROJECT TIMELINE

Fiscal Year 2017-2018

Objective #1	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization
Increase the Street Crimes Unit presence in	Coordinate impact teams to initiate proactive enforcement.			√	√	√	\	V	V	√	√	√	√	09/2018	LVPD Street Crimes Unit
neighborhoods to disrupt or deter crime.	Establish a network of intelligence on known criminal offenders.	✓	✓	√	\	√	√	V	√	√	√	√	✓	09/2018	LVPD SCU & Street Officers
Objective #2	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization
Execute as many narcotic related search	Conduct proactive investigations and employ confidential informant		√	√		\	√		V	√	V	V	V	09/2018	LVPD Street Crimes Unit
warrants as possible through a proactive approach															
•															
Objective #3	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU (GMB) FY 2017 JAG PROGRAM APPLICATION

BUDGET DETAIL WORKSHEET

1. 200 CATEGORY COSTS -

1a. Personnel - 200 — List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. MJTF Coordinator Annual Salary cannot exceed \$60,000 of grant funds provided by the Department of Public Safety.

Name/Position	Salary	Period	% of time	# of Periods	Grant Funds
Officers SCU		Year	25%	4	\$ 15,000.00
		Year	100%		
		Year	100%		
		Year	100%		

1a. Sub-Total Personnel \$15,000.00

1b. Fringe Benefits - 200 — Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project.

Type of Fringe Category	Base	Rate	Grant Funds
		0.00%	
		0.00%	
		0.00%	
		0.00%	

1b. Sub-Total Fringe Benefits \$ 0.00

Justification Personnel and Fringe Benefits:

Funds will pay overtime benefits for experienced officers to conduct impact operations, search warrants, conduct surveillance, and fugitive apprehension.

Total 200 Category \$ 15,000.00

and estimated time of ustification and prior	n the project. Consu	ch contractor, iltant fees in e	enter the nar xcess of \$650	me, if known, service t o per day or \$81.25 pe	o be provided, hourly or er hour require addition	or daily fee, al
Name of Co Service I		Quantity	Per	Cost Per Unit	Grant Funds	
				2a. Sub-To	otal Contractual \$	0.00
ustification Contractua	l Services:			· · · · · · · · · · · · · · · · · · ·	Services *	
				Total 300 C	category \$ 0.00	
400.0475.005	V 00070	**************************************		Total 300 C	category \$ 0.00	
3. 400 CATEGOR	Y COSTS			Total 300 C	category \$ 0.00	× 18 (2 - 14)
3a. Travel - 400 - F grant term. Travel ex dentify the location of Costs Category". Re	or Purposes of the G penses include staff of travel, if known. Re	trainings, field egistration Fee al expenses wi	interviews, a s should be i	ter the total budgetary	costs for travel anticipgs, airfare, lodging, sub	osistence e
Ba. Travel - 400 - F grant term. Travel ex dentify the location of Costs Category''. Re	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave	trainings, field egistration Fee el expenses wi A 1978).	interviews, a s should be i	ter the total budgetary dvisory group meeting ncluded in the "Other	costs for travel anticipgs, airfare, lodging, sub	osistence e
Ba. Travel - 400 - F grant term. Travel ex dentify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico	costs for travel anticip gs, airfare, lodging, sub Costs Category" not th State Per Diem and	osistence e
Ba. Travel - 400 - F grant term. Travel ex dentify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico	costs for travel anticip gs, airfare, lodging, sub Costs Category" not th State Per Diem and	osistence e
Ba. Travel - 400 – F grant term. Travel ex dentify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico	costs for travel anticip gs, airfare, lodging, sub Costs Category" not th State Per Diem and	osistence e
Ba. Travel - 400 – F grant term. Travel ex dentify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico	costs for travel anticip gs, airfare, lodging, sub Costs Category" not th State Per Diem and	osistence e
3a. Travel - 400 – F grant term. Travel ex dentify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico Cost per Staff	costs for travel anticip gs, airfare, lodging, sub Costs Category" not th State Per Diem and	osistence e le "Travel
grant term. Travel ex Identify the location of Costs Category". Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico Cost per Staff	costs for travel anticipgs, airfare, lodging, sub Costs Category" not the State Per Diem and	osistence e le "Travel
3a. Travel - 400 – F grant term. Travel ex Identify the location of Costs Category''. Re Mileage Act (10-8-1)	or Purposes of the G penses include staff of travel, if known. Re imbursement of trave through 10-8-8 NMS/ Location In-State In-State In-State	trainings, field egistration Fee el expenses wi A 1978).	interviews, a es should be i ll be governe	ter the total budgetary dvisory group meeting ncluded in the "Other d by the New Mexico Cost per Staff	costs for travel anticipgs, airfare, lodging, sub Costs Category" not the State Per Diem and	osistence e le "Travel

 Bb. Equipment – 400 – List non-expendab 1,500 or more OR having a useful life of 	f more than	one year, Al	ND any Information	Technology items	(e.g.,
omputers, tablets, printers, etc.). Rente					
Explain how the equipment is necessary for racking purposes.	the success	s of the project	t. All equipment will i	be bar-coded by the	GMB for
acking purposes.					1
Item		Quantity	Cost Per Unit	Grant Funds	
				F2-30 3	
			3b. Sub-1	Total Equipment	\$ 0.00
stification Equipment:					
			- //* -	1	r
Supply Item	Quantity	Per	Cost Per Unit	Grant Funds	
vidence Collection, Testing & Packagi				\$ 1,800.00	
Ink for Printers				\$ 500.00	

			3c. Sub	b-Total Supplies	\$ 2,300.00
ustification Supplies:					
vidence collection supplies would help agents on copier for the agents.	ollect, test, ar	nd process evic	lence from crime scene	s. The ink is for the de	edicated printe
d. Confidential Funds – 400 – Confident offorts to create or establish the appearance (vidence (P/E) for purchase of evidence and an informant for specific payments to an informant for specific payments.	e of affluence nd/or contrat	e for undercorband, such as	ver purposes, within r	reasonable limits; Pu	urchase of
Description	Quantity	Per	Cost Per Unit	Grant Funds	
P/S, P/E, P/I	\$1250.00	quarter		\$ 5,000.00	
				Sing County County	
	L	L			1

Justification Confidential Funds:

To purchase services and evidence towards the prosecution of criminal activity.

3e. Other Costs – 400 – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months.

Description	Quantity	Per	Cost Per Unit	
Vehicle Maintenance to include	2000	year		\$ 2,000.00
evidence and enforcement vehicle				
towing			2	

3f. Sub-Total Other Costs \$ 2,000.00

Justification Other Costs:

Maintenance fees to upkeep older undercover vehicles and vehicles towed that are related to narcotics crimes.

Total 400 Category \$ 9,300.00

BUDGET SUMMARY

Budget Category	Budgeted Grant Funds	% of Total 61.73%	
Personnel Services -200	\$ 15,000.00		
Fringe Benefits - 200	\$ 0.00	0.00%	
200- Category Total	\$ 15,000.00	61.73%	
Contractual Services - 300	\$ 0.00	0.00%	
300 - Category Total	\$ 0.00	0.00%	
Travel - 400	\$ 0.00	0.00%	
Equipment - 400	\$ 0.00	0.00%	
Supplies - 400	\$ 2,300.00	9.47%	
Confidential Funds - 400	\$ 5,000.00	20.58%	
Other Costs - 400	\$ 2,000.00	8.23%	
400 - Category Total	\$ 9,300.00	38.27%	
Total Application Request	\$ 24,300.00		

OTHER FUNDING SOURCES FOR YOUR JAG PROGRAM:

HIDTA	OCDETF	OTHER:	TOTAL
			\$ 0.00

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

PRIOR YEARS' OUTCOMES (ATTRIBUTABLE TO JAG FUNDING ONLY)

JAG ACTUAL OUTPUTS/OUTCOMES

			Ton The State of		
Enter Type of Measurement	2014	2015	2016	TOTAL	Average
Cases Generated	34.00	48.00	130.00	212.00	70.67
Number of Arrests Made	41.00	38.00	108.00	187.00	62.33
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				212.00	0.00
DRUG SEIZURES (Measurement)-If Applicable	2014	2015	2016	TOTAL	Average
Cocaine (g)	59.00	18.20	43.40	120.60	40.20
Crack Cocaine (g)				0.00	0.00
Ecstasy (D.U.)				0.00	0.00
Hashish (g)				0.00	0.00
Heroin (g)	2.00	28.00	36.70	66.70	31.22
Marijuana (g)	1,122.00	39,105.30	2,550.30	42,777.60	14,259.20
Marijuana (outdoor) (g)				0.00	0.00
Synthetic cannabis (e.g. K2, Spice) (g)				0.00	0.00
Methamphetamine (g)	6.00	135.50	75.80	217.30	72.43
Oxycontin (D.U.)				0.00	0.00
Prescription Drugs (D.U.)			65.00	65.00	21.67
Psilocybin (D.U.)				0.00	0.00
Psilocybin (g)				0.00	0.00
Other: Fentanyl (ml)			2.00	2.00	20.43
Other: Suboxone Strips (each)			3.00	3.00	1.00
Other:	1			120.60	0.00
Other:				0.00	0.00

CERTIFICATION:

ATION:

I hereby certify that the information presented in this application is true and correct to the best of my knowledge.

Juan Montano

Applicant Agency Contact's Name

Chief of Police

Applicant Agency Contact's Title

Eric Padilla

Program Director's Name

Commander, Street Crimes Unit

Program Director's Title

Tonita Gurulé-Girón

Fiscal Agency Authorized Official's Name

Fiscal Agency Authorized Official's Signature

Fiscal Agency Authorized Official's Signature

Fiscal Agency Authorized Official's Signature

Mayor, City of Las Vegas

Fiscal Agency Authorized Official's Title



P.O. Box 659 Mora, NM 87732 Phone (575) 387-2222 Fax (575) 387-6600 E-Mail: glaumbach@countyofmora.com

State of New Mexico County of Mora

Mora County Sheriff's Office P.O. Box 659 Mora, NM 87732 August 21, 2017

Commander Eric Padilla Las Vegas Police Dept. 318 Moreno St Las Vegas, New Mexico, 87701

To Whom It May Concern:

Mora County Sheriff's Office is honored to support the efforts of the Region 4 Narcotics Task Force and Gang Task Unit. We are proud to partner with these Tasks Units and their attempts to deter and eliminate the negative criminal activities that our communities endure.

These Task Force Units have demonstrated their ability to effectively reduce and manage the numerous illegal activities in our regions and have become a strong asset to the Mora County Sheriff's Office. The Task Force Units are always eager to assist our Agency with any and all operations pertaining to these matters, and with their professional training and knowledge, these operations have been a success.

The Mora County Sheriff's Office is a small Law Enforcement Office that relies intensely on their specialized trainings, extensive investigations, resources, and wide-range expertise to target these activities and we strongly encourage the continued support for these Tasks Units. This has become a growing partnership and we look forward to working with The Region 4 Task Force and the Gang Task Unit in the future throughout our County and Region.

Sincerely,

Sheriff Greg M. Laumbach

OFFICE OF THE DISTRICT ATTORNEY

FOURTH JUDICIAL DISTRICT
SAN MIGUEL, MORA, GUADALUPE COUNTIES

PLEASE REPLY TO: D

OFFICE OF THE DISTRICT ATTORNEY P.O. BOX 2025
1800 NEW MEXICO AVE.
LAS VEGAS, NEW MEXICO 87701
TELEPHONE: (505) 425-6746
FAX: (505) 425-9372
1.800-730-7919



PLEASE REPLY TO: Q

OFFICE OF THE DISTRICT ATTORNEY 130 SOUTH 4TH STREET, SUITE 201 SANTA ROSA, NEW MEXICO 88435 TELEPHONE: (575) 472-3230 FAX: (575) 472-4393

August 21, 2017

Scott Weaver, Secretary
Department of Public Safety
State of New Mexico
Post Office Box 1628
Santa Fe, New Mexico 87504-1628

Re: Region IV Narcotics Task Force

Dear Secretary Weaver:

This letter is to support the efforts of the Region IV Narcotics Task Force and their application for funding.

I represent the Fourth Judicial District which is comprised of the counties of Mora, Guadalupe and San Miguel. As you may be aware, much of the criminal activity that occurs within our communities stems from the sale and abuse of narcotic substances.

We support the mission of the Region IV and the City of Las Vegas Police Department Street Crimes Unit which will assist in narcotics related investigations to disrupt and dismantle drug organizations within our District.

Accordingly, I respectfully request that you look favorably upon the Region IV's application and fund the agency accordingly. If I can be of further assistance please do not hesitate to contact me.

Sincerely,

District Attorney



San Miguel County Sheriff's Office

Gary Gold, Sheriff

Rock G. Ulibarri Chairman-District 1

Arthur J. Padilla Vice Chairman -District 3

Janice C. Varela
Commissioner - District 2

Maria L. Martinez
Commissioner - District 4

Chris A. Najar Commissioner - District 5

> Vidal Martinez County Manager

August 16, 2017

To New Mexico Department of Public Safety Grants Management Bureau

The San Miguel County Sheriff's office supports the initiative the Region IV Task Force conducts within San Miguel County and the small communities with our drug related cases. San Miguel County Sheriff's office would ask that the Region IV Task Force be awarded grant money applied to help the communities within San Miguel County in our ongoing Crime Prevention, Drug Prevention and the Safety for citizens. Region IV Task Force has the needed resources to assist our office in providing these services to our County.

We would like to thank you in advance for your time and consideration of this project. With the support of the Region IV Task Force we can continue to help our communities with preventing the use of narcotics and the plantains we have seen within the county in the past years.

If you have any questions, please contact me. (505) 429-8348

Sincerely, Kenneth Stumberg San Miguel County, Under Sheriff

XC:File

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/01/17 DEPT: Police MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Grant Application through the New Mexico's Attorney General's Office for the Las Vegas Police Department.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$28,029.00 to purchase a property and evident management system for the department's Evidence Section.

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

E Gurale Gua

TONITA GURULE-GIROŃ

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Las Vegas City Police Department

318 Moreno St.

Las Vegas, NM 87701

Property and Evidence Management System

The Las Vegas City Police Department would like to purchase an Evidence Management System that would produce a bar code file for the 15,500 plus items we currently have in evidence. At present time, all collection of evidence is conducted manually and this system will keep an accurate count of evidence collected, returned property, and items destroyed. The cost of this software system would be \$28,029.00 and would include the software licenses, professional services to include installation and unlimited training, and the hardware to run this program. The Police Department will provide the cost for maintenance and support renewal after the first 12 months. The Police Department currently serves the citizens of Las Vegas and surrounding areas. We house evidence in trial cases and we also provide a lost and found for the people of our community.

Steve Pacheco
Lieutenant
City of Las Vegas Police Department
steve pacheco@ci.las-vegas.nm.us
505-426-5998

Beatrice Salazar
Grants Administrator
City of Las Vegas Police Department
bsena@ci.las-vegas.nm.us
505-426-3145

Ann Marie Gallegos
Finance Director
City of Las Vegas
amgallegos@ci.las-vegas.nm.us
505-426-3251

The Las Vegas Police Department is responsible for enforcement of all city and state laws for the City of Las Vegas. Our agency is accredited through the New Mexico Law Enforcement Professional Standards Council. Our department consists of 36 officers that patrol our streets 24/7. Currently they respond to close to 20,000 calls for service per year. They investigate approximately 3000 cases per year. Our evidence section stores anywhere from 15,000 to 16,000 pieces of evidence relating to these various cases. In November 2015, a full inventory of the Evidence Section was ordered by the Chief of Police. This audit took approximately 5 ½ months to complete. During this inventory, there were items dating back to 1987 that were located along with numerous untagged items. This issue could be resolved by having a software system that could produce a bar code for each item and when inventory is conducted it would alert the evidence technician of items that need to be removed or given back to the rightful owner.

We are looking to purchase an Evidence and Property Management System to update our current process of entering evidence and safekeeping manually. This would save our Evidence Technician countless hours and allow him to keep detailed records of property reports, chain of custody forms, owner notification letters, and check out receipts.

Our goal is to provide an efficient evidence management system, that would assist in keeping accurate records of the items in inventory. We would like to purchase this software to better assist our Evidence Technician and the citizens in our community to either recoup their property or dispose of property that is no longer viable. Once the software is purchased and installed, officers would be trained on how to utilize the equipment in order to enter items into evidence.

To assist in obtaining this project, the Police Department currently employs a Grants Administrator who has acquired various equipment for the department, to include updated equipment used in recordings in our interrogation room. She also keeps documentation for all equipment purchased with grant funds, complies with all City regulations that pertain to procurement and has been employed in this position with the department for 8 years.

The City of Las Vegas has provided the Police Department with updated technology such as the current Records Management System that is currently in use to enter calls for service, police reports, arrest records, and citations. The Tyler System also compiles statistics that are relevant to the community such as crime statistics, areas of concern, and types of incidents which occur in our community. The City is currently working on a google based forum that will allow its employees and people in the community to participate in real time transactions such as various staff members working on documents at the same time, and capability of video conferencing.

Members of the Police Department that would be responsible for carrying out this project include: our Evidence Technician, our Grants Administrator, and our Investigations Section. The Grants Administrator would be responsible for procurement of the equipment and keeping records of how many items are initially logged into the management system, how many items are released to owners, and how many items are sent for destruction. She would also maintain a file of the expenditures in relation to this expenditure. The Evidence Technician would be in charge of maintaining the files, ensuring the management system is working properly and keeping detailed records of all transactions coming in and out of the Evidence Section. The Lieutenant

would oversee the program from beginning to the completion of the project and ensure that all updates to the software occur as needed. The Police Chief has committed to providing maintenance and support costs of approximately \$3500 yearly.

In order to evaluate the success of this proposed program, we plan to commit to a two year timeline. Within the first three months, we would work on acquiring the equipment, month four through nine, the Evidence Technician would concentrate on entering evidence and property into the new system, generating reports for review and preparing destruction orders. We also plan to compare time management from the previous manual system to the effectiveness of this new system and evaluate the man hours as well. We plan to track how many items are logged in, released, and destroyed on a monthly basis. Destruction orders will be completed every 9 months after as well.

FY 2018 EVIDENCE PROGRAM APPLICATION

BUDGET DETAIL WORKSHEET

City of Las Vegas Police Department

Professional Services

Name of Contractor & Service			Grant
Provided	Amount	Quantity	Funds
vidence OnQ	\$13,990.00	1	\$ 13,990
			\$ -
			\$ -

Sub-Total Professional Services \$

13,990

ustification Professional Services: EvidenceOnQ will provide application configurations, population of user groups and permissions, napping assistance, remote installation, unlimited training via web conferences and first 12 months of maintenance and support.

Total Category

13,990

equipment - Equipment is tangible property valued at \$1,500 or more OR having a useful life of more than one year, AND any information Technology items (e.g., computers, tablets, printers, etc.).

Item	Quantity	Grant Funds
ingle Database for up to 100,000 records/items	1	\$ -
)ata Connection user license	1	\$ -
Custom Tailored Reports/Forms	4	\$ -
lox Tracking Software	1	
ignature Capture Software	1	\$ -
Customized Audit Compliance Report/Form	1	Total for all software licenses & seats
Nobile OnQ software module	1	\$ 17,775
Vireless Bluetooth barcode canner	1	
letwork barcode label printer	1	
ignature Capture Pad	1	
landheld Computer with cable it, docking station and loaded oftware	1	
Rolls of 4x2 thermal transfer abels for barcode printer	4	Total for all hardware

Thermal transfer ribbons for parcode printer		4		\$	5,407	
		Sub-Total Equipment				\$ 23,182
ustification Equipment: Hardw	are and software are neces	sary components for the Evidence Trac	king system	to wo	ork to its	full potentia
VAN AMERICANA DISPUSIONE DI PROPRIO DE LA CONTRACTORIO DELIGIO DE LA CONTRACTORIO DE LA C		Transcription of the Control of the	THE POWER POWER POWER PARTY	10000000		
		BUDGET SUMMARY				
	Budget Category	Grant Funds			osts	Grant Funds
	Budget Category	Grant Lanus		C		- The state of the same of the
	Professional Services	\$	13,990	\$	-	Only 0%
			13,990 23,182		-	Only
	Professional Services	\$		\$		Only 0%

Total Application Request

\$

28,029.00

THER FUNDING SOURCES FOR PROGRAM:

LVPD	OTHER	TOTAL
\$3,450	Maintenance & Support after first 12 months	\$ 3,450.00

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	FULL TIME	PART TIME
1	Evidence Technician	YES	NO
1	Lieutenant	NO	YES
1	Grants Administrator	NO	YES

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/01/17 DEPT: Police MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Grant Application through the Department of Justice for the Las Vegas Police Department.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$11,681.00 to purchase equipment got police vehicles and funding towards body cameras for the San Miguel County Sheriff's Office.

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE

REVIEWED)

CITY CLERK RESOLUTION NO.

STATE OF NEW MEXICO

KNOW BY ALL THESE PRESENT

COUNTY OF SAN MIGUEL

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE COUNTY OF SAN MIGUEL, NEW MEXICO

2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement made and entered into this 20th day of September, 2017 by and between the County of San Miguel, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County" and the City of Las Vegas, acting by and through its governing body, the City Council, hereinafter referred to as "City", both of San Miguel County, State of New Mexico, witnesseth:

WHEREAS, this Agreement is made under the authority of 11-1-1 to 11-1-7, NMSA, 1978; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City and County believe it to be in their best interest to reallocate the JAG funds.

NOW, THEREFORE, the City and County agree as follows:

- Section 1: City agrees to pay County a total of \$5840.50 of JAG funds.
- Section 2: County agrees to use \$5840.50 for the JAG Program before September 30, 2018 towards the purchase of body cameras.
- Section 3: Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

<u>Section 4:</u> Each party to the Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

<u>Section 5:</u> The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

<u>Section 6:</u> By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2017.

City of Las Vegas:	
Tonita Gurulé-Girón, Mayor	
Richard Trujillo, City Manager	
Casandra Fresquez, City Clerk	
	APPROVED AS TO LEGAL SUFFICIENCY ONLY
	Corrina Lazlo-Henry, City Attorney

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Program Narrative

Summary

The Las Vegas City Police Department is applying for the 2017 Justice Assistance Grant through the US Department of Justice. We are requesting the amount of \$11,681.00.

The City of Las Vegas is the largest community within San Miguel County. The Police Department seeks funding to equip police units with LED light bars, sirens and dash lights.

Officers are often the first responders to traffic accidents and offense incidents and need reliable vehicles in order to provide a timely response to these situations. It is the goal of the Las Vegas Police Department to ensure our officers have dependable reliable vehicles that ensure officer safety when dealing with emergency situations within our community. One way is to ensure officers are properly outfitted with equipment designed to effectively respond to these situations.

The Las Vegas City Police Department realizes the foremost concern is the protection of human life and welfare but to proceed effectively, the officer himself needs to have a reliable vehicle to ensure he can reach a crash or incident scene.

The Las Vegas City Police Department will utilize the funds to provide equipment to properly outfit our police vehicles with sirens and light bars to respond to instances in a safe manner.

The City of Las Vegas will be the fiscal agent for the grant funds. The Police Department employees a full time Grants Administrator who will be responsible for the distribution of funds, monitoring the award and submitting the required reports through the Grants Management System.

The San Miguel County Sheriff's Office proposes to utilize their funding towards the purchase of body cameras for their deputies. While departments have been using the in-car cameras for years, in the current economy their cost has become a viable tool to maintain the crime-fighting effectiveness of video for a much smaller price. These small cameras range from \$70 to \$900, which is a more palatable cost.

Deputy-worn cameras provide advantages similar to in-car cameras, including protecting deputies from false accusations, collecting evidence for trial and improving community relations. The difference is the body-worn cameras can go wherever the deputy goes, such as into an apartment building or a house and they record what the deputy sees and hears. Deputies can use the cameras for field interviews and victim interviews.

The vision of the Las Vegas Police Department is to reduce the number of violent, narcotics and property crimes within our community and to increase community awareness and foster the development of partnerships.

Our long term objectives are to make our department stronger by reinforcing communication and collaboration, increasing community involvement and awareness, investing in certified officers and identifying resources that current funding levels cannot.

Our major goals to be achieved over the next 1-3 years include:

- *Developing a needs assessment and resource/allocation plan
- *Developing a training and certification needs assessment plan
- *Developing an annual Outreach and Community Awareness Program
- *Increase Street Level Narcotic Operations

We plan to achieve our goals and objectives through partnerships with the 4th Judicial District Attorney's Office, the San Miguel County Sheriff's Office and other agencies throughout the State of New Mexico.

The Las Vegas City Police Department recognizes the disparity with San Miguel County Sheriff's Office. Both agencies have worked together with prior JAG funding and will continue to work together closely under this grant to ensure compliance and data collection.

With these two projects in mind, we respectfully submit this application for funding through the Edward Byrne Memorial Justice Assistance Grant.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:

09/01/17

DEPT: Police

MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Pass through funding through the Department of Finance and Administration E-911 Grant Fund for the Las Vegas Police Department.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to utilize funding in the amount of \$324,329 to operate the E-911 System for the Las Vegas City Police Department and the Department of Public Safety District 2 Office.

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

DYA-LOUNE GOVT. CIV.

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION ENHANCED 911 ACT GRANT PROGRAM SANTA FE, INC. 67.501

GRANT AGREEMENT

Project No. 18-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the DIVISION, and the City of Las Vegas, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, State of New Mexico, acting through the DIVISION, and the GRANTEE, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 et seq. NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the GRANTEE and the DIVISION have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 et seq., and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the GRANTEE complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the DIVISION has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on June 20, 2017, the State Board of Finance awarded the GRANTEE \$ 324,329 for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the DIVISION, shall be from **July 1**, 2017, through **June 30**, 2018.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the GRANTEE shall so notify the DIVISION in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the GRANTEE and the DIVISION to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The DIVISION's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

- A. PSAP Annual Report: No later than June 30th of each year, the GRANTEE shall submit to the DIVISION a PSAP Annual Report, in the form attached hereto as Exhibit "A," as may be changed from time to time upon the DIVISION's written notice to the GRANTEE. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the DIVISION may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.
- B. Federal 911 Resource Center Report: No later than January 30th of each year, the GRANTEE shall submit to the DIVISION a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the DIVISION's written notice to the GRANTEE.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the DIVISION shall pay the GRANTEE a sum not to exceed \$ 324,329 from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit "C," and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the GRANTEE's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the DIVISION, and the funds shall not be expended for ineligible costs via 10.6.2.11(F) of the E-911 Rules.
- B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the GRANTEE from the DIVISION.
- C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the DIVISION in accordance with the Act and the E-911 Rules.
- D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the DIVISION solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service

providers or telecommunications companies for their costs of providing enhanced 911 service.

- E. Payments may be made by the DIVISION as follows: 1) on behalf of the GRANTEE to telecommunications companies, vendors and equipment providers; or 2) reimbursements to the GRANTEE for actual costs or expenditures after the DIVISION receives a completed Request for Payment Form, or an invoice certified correct by the GRANTEE and/or the DIVISION for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the GRANTEE for equipment, equipment maintenance, and upgrades require prior written approval by the DIVISION to be eligible for reimbursement.
- F. Payments will not be made to the GRANTEE for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

- A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the DIVISION's sole liability upon termination shall be to pay for eligible Budget items purchased prior to the GRANTEE's receipt of the notice of termination, if the DIVISION is the terminating party, or upon the GRANTEE sending a notice of termination, if the GRANTEE is the terminating party. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The GRANTEE shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the GRANTEE if the GRANTEE becomes unable to or fails to perform the terms of this Agreement, as determined by the DIVISION or if, during the term of this Grant Agreement, the GRANTEE or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.
- B Termination Management. Immediately upon receipt by either the DIVISION or the GRANTEE of a notice of termination of this Grant Agreement, the GRANTEE shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the DIVISION; and 2) comply with all directives issued by the DIVISION in the notice of termination as to the performance under this Grant Agreement.
- C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the DIVISION may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the GRANTEE and a third party, by giving the GRANTEE written notice of such immediate early termination. The DIVISION's decision as to whether sufficient appropriations are available shall be final and non-appealable. The GRANTEE shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The GRANTEE assures and certifies that it will comply with all state laws, the E-911 Rules, and other state laws, rules, policies and with respect to the acceptance and use of State funds. Also, the GRANTEE gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the DIVISION in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the DIVISION.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the GRANTEE.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the DIVISION per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the DIVISION's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.

- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the DIVISION and obtaining the DIVISION's written approval of the proposed change(s).
- J. It will provide to the DIVISION, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the DIVISION for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the DIVISION for review and approval prior to execution.
- M. It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The GRANTEE shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DIVISION shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The GRANTEE shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DIVISION) Grant Agreement. Should the DIVISION or the [insert name of GRANTEE] terminate the Grant Agreement, the [insert name of GRANTEE] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the GRANTEE's only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date."

ARTICLE VIII - REPRESENTATIVES

A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project:

Name:

Joseph Gallegos

Title:

Interim Communications Specialist

Address:

318 Moreno St.

Las Vegas, New Mexico 87701

Phone: Fax:

505-425-7504 505-425-5046

Email:

igallegos@ci.las-vegas.nm.us

B. The DIVISION designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of GRANTEE:

Name:

Bill Range

Title:

E-911 Program Manager

Address:

Department of Finance and Administration

Local Government Division

Bataan Memorial Building, Suite 202

Santa Fe, NM 87501

Phone:

505-827-4804 505-827-4948

Fax: Email:

bill.range@state.nm.us

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the GRANTEE and the DIVISION do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by: GRANTEE luguet 2,2017 **Authorized Signatory** Date (Type or Print Name) STATE OF NEW MEXICO)ss. COUNTY OF SANMIGUEL The foregoing instrument was acknowledged before me this 2nd day of dugust, 2017, by Surotte Rudona. OFFICIAL SEAL Suzette N. Rudolph NOTARY PUBLIC My Commission Expires: DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION By: ick Lopez, Director STATE OF NEW MEXICO)ss. **COUNTY OF SANTA FE** The foregoing instrument was acknowledged before me this ______ day of August____, 2017, by OFFICIAL SEAL

My Commission Expires: 3

Shawntae Barela

NOTARY PUBLIC

My Commission Expires:

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:

09/01/17

DEPT: Police

MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Grant Application through the Walmart Foundation for the Las Vegas Police Department.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$2500.00 to purchase promotional supplies to hand out to children as part of our Community Outreach program.

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



Our Focus

Apply For Grants

Associate Scholarships

Our Volunteers

International Giving

Community Grant Program

LOGOUT

Confirmation of Application Receipt:

Your proposal was successfully submitted to Walmart. No further action on your part is required. A confirmation email will be sent to the email address provided during registration. Please ensure that your email client is not sending email from Cybergrants to a spam or junk email folder.

Please note: Applications are generally reviewed within 90 days of the submission date. Once funding decisions have been made, you will receive a follow up status email.

To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to return to the homepage when you are finished.

Contact Information

* First Name

Beatrice

* Last Name

Sena

Sella

* Contact Title

Grants Administrator

* Address

318 Moreno St.

* City

City Las Vegas

* State

New Mexico

* Zip

87701

* Telephone

505-426-3145

* E-mail Address

bsena@ci.las-vegas.nm.us

* Contact Type

Primary Contact

Program Information

Grant Type

Local Community Contribution

* Program Name

Community Grant Program

*Requested Grant Amount

\$2,500.00

*International Funding

No

* Focus Area

Public Safety

You have selected: Public Safety

Agreement

* MOU Applicant's Name

Beatrice Salazar

* MOU Applicant's Title

Grants Administrator

 Acknowledgement of Terms and Conditions AGREE

Need Support?

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/01/17 DEPT: Utilities Dept. MEETING DATE: 09/13/17

DISCUSSION ITEM/TOPIC: Purchase of a Camel 900 Sewer catch basin cleaner

truck.

BACKGROUND/RATIONALE: The Waste Water Division seeks to purchase a Camel 900 Sewer catch basin cleaner truck. The current camel truck is over 10 years old and is the only truck utilized by the division for maintaining sewer lines. Due to its age and condition, the truck breaks down frequently and the repairs have become costly.

The new truck will allow the division to continue to provide quality service to the customers and the community by maintaining sewer lines, and handling sewer back ups.

The cost to purchase the truck is \$333,875.00. The warranty period will be 1 to 10 years depending on the part of the vehicle. This item has been budgeted for and will be paid out of line item 611-0000-650-8004.

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

CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

1700 NORTH GRAND AVE. LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

MEMORANDUM

TONITA GURULÉ-GIRÓN

MAYOR

DAVID ULIBARRI COUNCILOR, WARD 1

VINCE HOWELL COUNCILOR, WARD 2

BARBARA PEREA-CASEY COUNCILOR, WARD 3

DAVID L. ROMERO COUNCILOR, WARD 4 To: Maria Gilvarry, Utilities Director

From Ron Lujan, Waste Water Plant Manager

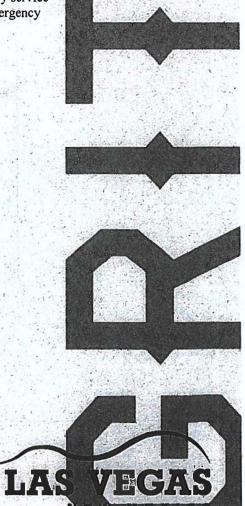
Date: August 23, 2017

Ref: Purchase of a Camel 900

The Waste Water Plant is requesting a new Camel 900, to replace the out dated 2007 Camel. The Waste Water Plant currently has a 2007 Camel that is in need of costly repairs and is constantly in for repairs. This vehicle is the sole source on daily maintaining of sewer lines.

This piece of equipment is vital to maintaining sewer line, sewer backups, problem lines, and quadrants that are scheduled for the weekly maintenance and emergency backups. When the Camel Truck is down and is in the shop for repair there is no way to service the lines or emergency line repairs or respond to residents with sewer backups. The current 2007 Camel will still be used as the secondary service truck since the work load for one truck is a heavy demand and also for emergency calls.

Utilities Director





SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

SUPER PRODUCTS LLC PRICE LIST

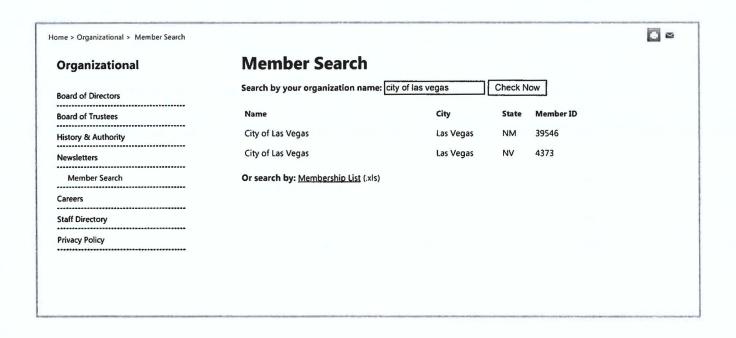
CAMEL 900 SEWER AND CATCH BASIN CLEANER - 9 CUBIC YARD DEBRIS BODY, 1000 GALLON WATER CAPACITY, DUMP UNLOADING

PRICE LIST VALID AS OF March 10th 2017

ALL PRICES IN THIS PRICE LIST ARE NET AND DO NOT INCLUDE SALES TAX, FEDERAL EXCISE TAX OR OTHER LOCAL, STATE, OR FEDERAL TAXES, TARIFFS OR FEES.

PART NUMBER	DESCRIPTION	CONTRACT
FART NUMBER	DESCRIF HOW	UNIT PRICE
	BASE UNIT	
0008777	DUMP TYPE CAMEL 900 / 9 YD (6.8m) COMBINATION SEWER CLEANER	\$ 187,603
	Debris body capacity of 9.0 cubic yards	
	Constructed of abrasion and corrosion resistant 1/4" thick Exten steel	
	Hydraulic powered open and close, full height and width flat rear door	
	Four (4) mechanical, wedge pin and receiver, hydraulically operated tailgate latches	
	Exterior mechanical liquid level gauge with stainless steel float and rod	
	Body raised with a two stage double acting telescopic cylinder	
	The debris body has a dump angle of 50 degrees	
	Internal debris tank flushing system	
	Vacuum pump direct shaft driven from a heavy duty transfer case	
	An externally mounted, vertical cyclone separator with a 16" diameter clean out	
	Vacuum relief vent door to automatically relieve vacuum	
	Water storage tanks 1000 gallon usable capacity	
	Rotational molded non-cross linked polyethylene construction with ultraviolet stabilizer	
	A single curbside fill system with strainer and 4" air gap	
	The hose reel assembly front mounted with 180 degree manual rotation	
	The hose reel capacity of 1000' of 1" I.D. sewer hose.	
	Reel driven by a double chain, hydraulic drive	
	A containment system enclosing the top ¼ of the hose reel	
	Self-contained air purge system for purging water to prevent freeze-up	
	Advanced logic Can-BUS command and control systems network	
	Power boom with 250 degree hydraulic rotation lockable in any position	
	Boom is equipped with a heavy duty channel reinforced elbow	
	Joy sticks permanently mounted to the operator control station for boom and hose reel functions	
	Hydraulic boom extension of 8', true telescoping tube inside of tube design	
	The operator control center is located at the front of unit	
	Quarter fenders – front and back of rear wheels	
	Safety cone rack complete with 6 - 28" orange cones	
	Urethane paint finish, unit only, white	
	Rear bumper	
	One (1) year warranty, unit module on defects in material and workmanship	
	Ten (10) year warranty, on water tanks, defects in material and workmanship	
	Ten (10) year warranty, on debris tank, defects in material and workmanship	
	Three (3) year warranty, on water pump, defects in material and workmanship	
	Two (2) each operation, maintenance and parts manual	
	VACUUM SYSTEM OPTIONS	
0001854	8" vacuum system, "Roots type PD Model 624, 18" hg. and 3600 cfm	\$ 18,007
0002097	Pleated Final Filter Assembly	\$ 3,765
	DEBRIS BODY OPTIONS	
0001898	6" diameter rear body drain, knife valve, 10' x 6" fabric drain hose, camlock cap	\$ 2,002
0001903	Rear drain vertical standpipe asm	\$ 1,052
0001973	Rear splash shield	\$ 1,175
0002241	Acculevel radar debris level indicator	\$ 4,873

	WATER SUSTEM COTIONS		
0000040	WATER SYSTEM OPTIONS		22 427
0002210	80 GPM @ 2000 PSI Water Pump	\$	32,487
0002390	Winter recirculation	\$	864
0002387	Retractable hose reel with live center with 50' x 1/2" hose	\$	1,385
0002383	Hydro Excavation Kit	\$	1,805
	BOOM CONTROL OPTIONS		
0002399	Wired Remote Boom pendant	\$	1,521
0002333	The first point periodic	~	2,521
	HOSE REEL OPTIONS		
3665-40000	400' 1" hose	\$	1,534
9050-00071	Manual level wind	\$	638
0005224	Hose reel digital counter	\$	637
	LIGHTING OPTIONS		
0002401	LED Boom work lights	\$	498
0028251	Cordless Rechargeable hand Held Spotight w/charging station in cab	\$	263
	LED Package 1 - (1) Tailgate beacon omni-directional strobe, (1) Boom beacon omni-directional strobe, Directional		
0008146	arrowstik	\$	1,435
	MISC OPTIONS		
0002671	Driverside Toolbox 22"x 14" x 60"	\$	1,076
0002393	Back of Cab vertical tube rack	\$	967
	NOZZLE OPTIONS		***
	1" NPT Chisel Nozzles - 65GPM @ 2000PSI	\$	419
6000-02065-8020	1" NPT Grenade Nozzles - 80GPM @ 2000PSI	\$	926
	SEWER ACCESSORIES		
9050-00038-0002	1" standard nozzle extension	\$	22
3500-00245	Hose, 50', plastic - Single Jacket Filler Hose	\$	184
	Leader Hose 1" x 10'	\$	130
9010-01150	Cleaning Lance (For Handgun) w/ Adjustable Nozzle & Handle	\$	207
9010-01146	Handgun rated at 3000 PSI	\$	458
3000-02601	Tigertail Sewer Hose Guide	\$	44
	VACUUM ACCESSORIES		
4510-00245	Fluidizing Suction Tube Nozzle 8" x 24"	\$	200
8500-02842	Serrated Nozzle 8" diameter	\$	80
3000-00824	Supertube Lock ring 6"	\$	22
3000-00825	(4) Supertube Lock rings 8"	\$	96
3500-00205	(4) Gaskets for Supertube O-ring, Gasket 8"	\$	12
8510-01373	8" x 36" Supertube - Aluminum	\$	154
8510-01374	(2) 8" x 60" Supertubes - Aluminum	\$	356
8510-01375	8" x 84" Supertube - Aluminum	\$	203
	CHASSIS OPTION (SUPER PRODUCTS SUPPLIED CHASSIS IN LIEU OF CUSTOMER SUPPLIED CHASSIS)		
	2018 Model Year Freightliner Model 114SD, 4X2 Axle Configuration, Cummins ISL Engine - 370 Hp, Allison 3000 RDS Auto		
0008266	Trans	\$	94,400
3000200		Ļ	3-4,400
Special Paint	Paint Other than White Consult Factory	\$	-
	Freight	\$	5,000
	First time huver discount 9%	\$	(32,624)
	First time buyer discount 9%	Þ	(32,024)
	Unit Total FOB Las vegas, NM Ex-Works Transfer at Origin	Ś	333,875
		•	



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Recent News

- · Press Room
- · Q1 2016 Newsletter

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Super Products LLC





Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide

Vendor Contact Info

Mike Perkins

Direct Phone: 262-796-5925 mperkins@superproductsllc.com www.superproductsllc.com

Super Products LLC

Contract#: 022014-SPL

Category: Public Utility & Airport Equipment

Description: Sewer Cleaning and Hydro Excavating Equipment

Maturity Date: 03/18/2018

Since 1972 Super Products LLC has been offering innovative, cost-effective and time-saving <u>equipment including</u> its Supersucker® <u>industrial vacuum</u> loaders, Durasucker® liquid vacuum trucks, Camel® sewer & catch basin cleaners and Mud Dog® hydro excavators.

The company is committed to establishing long-term customer relationships by providing outstanding "after-the-sale" support including product training, ongoing technical assistance and <u>replacement parts</u> availability.

To further support customers, Super Products is continually expanding its operations with new locations throughout. North America that have dedicated service centers staffed with experienced technicians for repairs, maintenance and refurbishment of all makes of vacuum trucks. These facilities also stock a wide assortment of commonly-used parts, consumables and accessories as well as offer the industry's newest equipment inventory available for rent.





LIMITED WARRANTY

LIMITED WARRANTY

(09.29.2014)

Each machine manufactured by Super Products is warranted against defects in material or workmanship for a period of 12 months from the shipment date to the Buyer provided the equipment is used in a normal and reasonable manner and in accordance with all operating instructions. Super Products agrees, at its sole election, to either repair or replace, excluding labor, any parts and components manufactured by Super Products.

In addition, Super Products agrees to provide extended warranties for certain components as indicated below: (Extended warranty periods begin from the shipment date to the original buyer.)

- 10 Years on the debris body and all poly water tanks (from defects in material or workmanship)
- 3 Years on Super Products' single-piston water pump (from defects in material or workmanship)

Super Products does not provide any express or implied warranty to (and Super Products shall not be responsible for)

- Any major components of the equipment that Super Products used in manufacturing or assembling the equipment but that Super Products did not manufacture (including, but not limited to, truck engines or any component of the chassis, vacuum pump, water pump, and hydraulics, driveline, power takeoff, and transfer case). Super Products assigns to the Buyer any warranty extended by the manufacturer of such components. Disposition of any warranty claim for such components will be at the sole discretion and remedy of the component supplier. Super Products shall have the right of disposal of parts and components that are replaced.
- · Normal wear parts including but not limited to, valves, gaskets, light bulbs, filters, oils and fluids.
- Consumable items including but not limited to, vacuum hose, sewer hose, nozzles, and vacuum tubes.
- Normal adjustments and Maintenance services.

This limited warranty does not cover any damage to nonfunctioning or malfunctioning of the equipment, or any components or parts comprising the equipment, due to: (a) any alteration, substitution, misuse or abuse by the Buyer or its agents; (b) their non-compliance with any operator's manual, maintenance manual or warning published by Super Products or the component manufacturer and issued to the Buyer; or (c) their non-compliance with the general standard of reasonable care.

OTHER THAN AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MORE SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.

BUYER ACKNOWLEDGES AND AGREES THAT SUPER PRODUCTS MAKES NO REPRESENTATIONS OR PROMISES, AND THAT BUYER IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR PROMISES, REGARDING ANY PERFORMANCE CHARACTERISTICS OR CAPABILITIES OF THE EQUIPMENT OR THE COMPONENTS THEREOF (INCLUDING, WITHOUT LIMITATION, THE INTEGRATION OF SUCH COMPONENTS OR THE COMBINATION IN WHICH SUCH COMPONENTS MAY BE USED), EXCEPT AS EXPRESSLY STATED IN THE DESCRIPTION OF THE EQUIPMENT CONTAINED IN THE ACKNOWLEDGMENT OR OTHER WRITTEN DESCRIPTIONS PROVIDED BY SUPER PRODUCTS.

SUPER PRODUCTS' MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (a) REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT, OR AT SELLER'S OPTION (b) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE. SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY. BUYER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL SUPER PRODUCTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR OUT OF THE EQUIPMENT AND THAT SUPER PRODUCTS' LIABILITY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER, WHICH AMOUNT MAY BE REDUCED DUE TO DEPRECIATION AND DAMAGE BEYOND NORMAL WEAR AND TEAR.

BUYER UNDERSTANDS THAT THE LIMITATION OF SUPER PRODUCTS' LIABILITY RELATING TO THE EQUIPMENT IS A MATERIAL TERM OF THE PARTIES' TRANSACTION.



Bernadette gold <water.bgold@gmail.com>

Camel Information for Las Vegas, NM

2 messages

David Haynes <dhaynes@superproductsllc.com>
To: "water.bgold@gmail.com" <water.bgold@gmail.com>

Wed, Aug 30, 2017 at 3:27 PM

Bernadette,

Please note as outlined in the quote that no tax is included in the quote, but as you noted no tax will be paid. Also note that the freight is included to your facility. The warranty is also included as an attachment.

Best Regards,

David Haynes

Western Regional Manager - Municipal & Industrial

303.960.3302

Super Sucker | Mud Dog | Camel | Dura Sucker

New | Used | Rent to Own

www.superproductsllc.com

2 attachments

NJPA 7-31-17 Las Vegas NM Final.pdf

Super-Products-Warranty-9.29.2014.pdf 145K

David Haynes <dhaynes@superproductsllc.com>
To: "water.bgold@gmail.com" <water.bgold@gmail.com>

Wed, Aug 30, 2017 at 3:28 PM

PS

Training is included and should be requested at the time of the order.

From: David Haynes

Sent: Wednesday, August 30, 2017 3:27 PM

To: 'water.bgold@gmail.com'

Subject: Camel Information for Las Vegas, NM

[Quoted text hidden]

CAMEL® 900



9 YARD SEWER AND CATCH BASIN CLEANER







800.837.9711 • superproductsllc.com

CAMEL 900 9 YARD SEWER CLEANER



- 8" vacuum system with a heavy-duty, channel reinforced elbow for maximum durability. For easy replacement, the boom elbow is bolted
- Boom capable of 26' reach from centerline of unit; 250° hydraulic worm gear rotation, lockable in any position; 21' (44°) vertical lift; and 3' (19°) downward movement from horizontal position
- 8' hydraulic boom extension is a true telescoping "tube inside of tube" design which will extend and retract without affecting vertical position of the working end. Boom structural support tubes are equipped with ultra high-density polyethylene slides to reduce friction and do not require grease lubrication

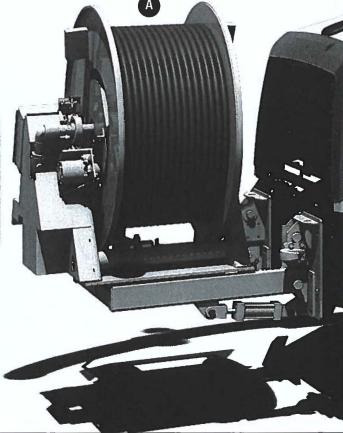
FRONT-MOUNTED HOSE REEL

- 180° manual rotation facilitates manhole entry and reduces traffic flow interruption. Rotation occurs between the headlights and in a centered position at all times, keeping the operator out of traffic
- Reel capacity of 1000' of 1" hose or 600' of 1 1/4" hose
- For improved water flow efficiency, 1 ¾" plumbing from water pump to reel core
- In addition to using the joy stick, a wireless remote can rotate the reel. Combined with the hands-free automatic level wind system, the wireless remote makes for the easiest front reel unit to operate on the market today

B FRONT- MOUNTED CONTROL PANEL

- Color digital monitor displays sewer hose footage count and offers 10 bank memory
- Six panel rocker control setup engages vacuum/dump-mode, vacuum booster, vent door, winter recirculation and boom lights
- LED panel lights enables readability in dark environments









per Products also offers a 12 yard sewer cleaner $-\,$ the Camel 1200 $-\,$ available w

WATER PUMP

- Double acting, single piston hydraulic powered water pump offers 1:1 oil to water ratio and rated design capacity of 100 gpm and 3000 psi continuous duty
- Heavy-duty industrial, cast iron groove lock water piping for maximum durability and long lasting life
- Nitrogen-charged accumulators equipped with on/off valve allow operators to selectively activate blockage busting feature
- For easy serviceability, water pump does not have to be removed from chassis and requires only three seals for reassembly

H WATER TANKS

- Total water capacity of 1000 gallons
- Constructed of non-cross linked polyethylene, a repairable material if tank is ever damaged
- 4" rear mounted, stainless steel crossover enables quick filling of tanks. Replenish 1000 gallon water supply in less than 10 minutes!

G LOW OVERALL HEIGHT

 11' 6" overall height results in unit having a lower center of gravity for increased stability



DEBRIS COLLECTOR BODY

- Total debris capacity of 9 cubic yards
- Cylindrical-shaped body constructed of abrasion and corrosion-resistant 1/4" Exten steel for added strength
- Four mechanical, wedge-style, hydraulically operated tailgate latches secure rear debris tank door. Latching is accomplished by a single hydraulic cylinder with mechanical linkage, separate from door open-close cylinders. Designed so tailgate will not open if hydraulic power is lost
- Dual make/break connection between debris inlet pipe and boom will compensate for uneven road and ground conditions by way of spring loaded and gasketed mating plates – no more drips and dribbles down the front of the tank.
- Debris inlet pipe constructed of heavy-duty 3/8" thick AR steel bolted to the debris tank and can be replaced without cutting or welding to replace

BODY DUMP DEBRIS UNLOADING

- Unloading method that raises the body up to a 50° angle with a telescopic hydraulic cylinder
- All controls for discharging debris are located curbside of chassis cab



The Camel 900 is available with Super Products' industry exclusive Acculevel®, a radar debris level sensor with digital display at operator station.

CAMEL 900

Experience the Excellence

Super Products LLC has been designing, engineering and building sewer cleaners for more than 40 years.

That's experience. And while exceptional, the new Camel 900 is no exception when it comes to the rich tradition of Super Products offering municipalities and contractors the best in sewer cleaning equipment.

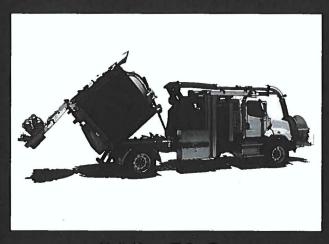


Performance and Capacity Choice

Coupled with superior water jetting and vacuum capability, the Camel 900 offers 1000 gallon water and 9 yard debris capacity to provide continuous, effective sewer cleaning.



Designed for optimal range, the boom offers 250° rotation, 26' reach, 21' vertical lift and 3' downward pivot to achieve greater work area access and make hose adjustments easier.



Body Dump Unloading

The 900 relies on the popular "tip-to-dump" unloading method. Utilizing the curbside-mounted controls, operators can easily raise the collector body up 50° to thoroughly remove material.



Built to Last

For durability and long lasting life, the 900 features water tanks made of polyurethane – repairable if ever damaged – and a collector body constructed of corrosion-resistant 1/4" Exten steel.

HYDRO EXCAVATING CAPABILITY

Turn your Camel® 900 into powerful hydro excavating unit by specifying an optional package that includes cartridge filters, dig tubes and specially-designed water lances. Utilizing these tools allow operators to safely and effectively expose utility lines, remove debris and clean out a variety of structures, dig in congested spaces and perform many other hydro excavating applications.





Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: <u>09/01/17</u> DEPT: <u>Utilities Dept.</u> MEETING DATE: <u>09/13/17</u>

DISCUSSION ITEM/TOPIC: Resolution No. 17-30 for drinking water loan No. 3624-DW for the Cabin Site Tank rehabilitation.

BACKGROUND/RATIONALE: This funding will allow the City to conduct much needed rehabilitation to the Cabin Site Tank.

The Drinking Water State Revolving Loan Fund has allowed the City \$841,000 in project funding which is \$630,750 (80%) grant and \$210,250 loan (20%). The funding agency requires that the agreement be adopted through resolution.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRÓN MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

\$841,000 CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN NO. 3624-DW

Closing Date: October 27, 2017

TRANSCRIPT OF PROCEEDINGS INDEX

- 1. Open Meeting Act Resolution No. 17-01
- 2. Resolution No. 17-30, adopted September 20, 2071, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Vegas Optic*
- 3. Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement
- 4. General and No Litigation Certificate
- 5. Right-of-Way Certificate
- 6. Delivery, Deposit and Cross-Receipt Certificate
- 7. Opinion of Counsel to the District
- 8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority

TRANSCRIPT DISTRIBUTION LIST

City of Las Vegas, New Mexico New Mexico Finance Authority Sutin, Thayer & Browne A Professional Corporation

4313655.docx

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 17-30 OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO SEPTEMBER 20, 2017

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.)
"Governmental Unit"), met in a reg regulations of the Governing Body a the meeting place of the Governin	verning Body") of the City of Las Vegas, New Mexico (the gular session in full conformity with the law and the rules and at 1700 North Grand Avenue, Las Vegas, New Mexico, being Body for the meeting held on the 20 th day of September n roll call, the following members were found to be present:
Present:	
Absent:	
41 - D	
Also Present:	

Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution

Authorizing Resolution City of Las Vegas, Loan No. 3624-DW

in final form, as follows:

CITY OF LAS VEGAS, NEW MEXICO RESOLUTION NO. 17-30

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$210,250, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$630,750 FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Resolution and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO:

Section 1. <u>Definitions</u>. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means the Mayor, City Manager, Finance Director and City Clerk of the Governmental Unit; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Resolution including the Loan Agreement.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Finance Authority" means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Las Vegas, San Miguel County, New Mexico.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any

particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and
- (c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$630,750. "Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$210,250.

"Maximum Principal Amount" means \$841,000.

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

- (a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;
- (b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;
- (c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;
- (d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;
 - (e) The costs of audits of the books and accounts of the System;
 - (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described in Exhibit "A" to the Loan Agreement.

"Project" means the project described in the Term Sheet.

"Resolution" means this Resolution No. 17-30 adopted by the Governing Body of the Governmental Unit on September 20, 2017, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.]

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

- Section 2. <u>Ratification</u>. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.
- Section 3. <u>Authorization of the Project and the Loan Agreement</u>. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.
- Section 4. <u>Findings</u>. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:
- A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.
- B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.
- D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.
- E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.
- F. Other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

- A. <u>Authorization</u>. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$210,250 and interest thereon, and to accept a loan subsidy in the amount of \$630,750 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.
- B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$841,000. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.
- Section 6. <u>Approval of Loan Agreement</u>. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.
- Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or

the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

- Section 8. <u>Disposition of Proceeds; Completion of Acquisition and Completion of the Project.</u>
- A. <u>Debt Service Account; Disbursements</u>. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

- B. <u>Prompt Completion of the Project</u>. The Governmental Unit will complete the Project with all due diligence.
- C. <u>Certification of Completion of the Project</u>. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.
- D. <u>Finance Authority Not Responsible for Application of Loan Proceeds</u>. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

- Section 9. <u>Deposit of Pledged Revenues; Distributions of the Pledged Revenues and</u> Flow of Funds.
- A. <u>Deposit of Pledged Revenues</u>. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.
- B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.
- C. <u>Use of Surplus Revenues</u>. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.
- Section 10. <u>Lien on Pledged Revenues</u>. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.
- Section 11. <u>Authorized Officers</u>. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of

the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

- Section 12. <u>Amendment of Resolution</u>. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After the Closing Date, this Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.
- Section 13. <u>Resolution Irrepealable</u>. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.
- Section 14. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 15. <u>Repealer Clause</u>. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.
- Section 16. <u>Effective Date</u>. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City clerk, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution shall be in full force and effect thereafter, in accordance with law.
- Section 17. <u>General Summary for Publication</u>. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Resolution for Publication.]

City of Las Vegas, New Mexico Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 17-30, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on September 20, 2017. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, NEW MEXICO RESOLUTION NO. 17-30

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$841,000, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$630,750 FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN: APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

	By Tonita Gurulé-Girón, Mayor			
[SEAL]				
ATTEST:				
ByCasandra Fresquez, City Clerk		_		

[Remainder of page intentionally left blank.]

Governing Body Member Resolution duly seconded by Governing B		
The motion to adopt said Resolution the following recorded vote:		
Those Voting Aye:		
Those Voting Nay:		
Those Absent:		
	of the Governing Body hav	
motion, the Mayor declared said motion Mayor and the City Clerk signed the		
Governing Body.		

After consideration of other matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

By_

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Tonita Gurulé-Girón, Mayor

[SEAL]

ATTEST:

By______
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)) ss.
COUNTY OF SAN MIGUEL)
I, Casandra Fresquez, the dulg Las Vegas, New Mexico (the "Govern	y appointed, qualified, and acting City Clerk of the City of nmental Unit"), do hereby certify:
proceedings of the City Council (the Governmental Unit, had and taken a Avenue, Las Vegas, New Mexico, of the same relate to the adoption of the Loan Agreement, copies of which ar	are a true, perfect, and complete copy of the record of the "Governing Body"), constituting the governing body of the it a duly called regular meeting held at 1700 North Grand in September 20, 2017, at the hour of 6:00 p.m., insofar as a Resolution and the execution and delivery of the proposed is set forth in the official records of the proceedings of the None of the action taken has been rescinded, repealed, or
	e duly had and taken as therein shown, the meeting therein named were present at said meeting, as therein shown.
giving notice of meetings of the Gov	was given in compliance with the permitted methods of verning Body as required by the State Open Meetings Act, -15-4, as amended, including, the Governing Body's Open presently in effect.
IN WITNESS WHEREOF, I 2017.	have hereunto set my hand this 20 th day of September,
	CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
[SEAL]	ByCasandra Fresquez, City Clerk
	Casandra i resquez, City Clerk

EXHIBIT "A"

Notice and Agenda of Meeting

\$841,000 Maximum Principal Amount

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

dated

October 27, 2017

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of October 27, 2017, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority"), and the **CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the "Department") has determined that the Governmental Unit's Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R.

Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$23,904, which is less than 90% of the State median annual household income of \$44,963, and it has an affordability ratio determined as provided in the Intended Use Plan greater than .015; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of \$841,000 which amount shall be available for disbursal to the Governmental Unit to pay costs of the Project.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and the City Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Finance Authority Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B," or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$630,750.

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$210,250.

"Maximum Principal Amount" means \$841,000.

"Memorandum of Understanding" means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

- (a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;
- (b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;
- (c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;
- (d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;
 - (e) The costs of audits of the books and accounts of the System;
 - (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i)

above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Resolution" means Resolution No. 17-30 adopted by the Governing Body of the Governmental Unit on September 20, 2017, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Safe Drinking Water Act" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

"Utility Revenue Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1 <u>Representations, Covenants and Warranties of the Governmental Unit.</u>
 The Governmental Unit represents, covenants and warrants as follows:
- (a) <u>Binding Nature of Covenants</u>. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.
- (b) <u>Authorization of Loan Agreement and Readiness to Proceed.</u> The Governmental Unit is a municipality and is duly organized and existing under the statutes and laws of the State, including specifically Sections 3-1-1 through 3-66-11, NMSA 1978, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

- (c) <u>Use of Loan Agreement Proceeds</u>. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:
- (i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;
- (ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.
- (d) <u>Payment of Loan Agreement Payments</u>. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.
- (e) <u>Acquisition and Completion of Project; Compliance with Laws</u>. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.
- (f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.
- (g) <u>Legal, Valid and Binding Obligation</u>. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.
- (h) <u>Loan Agreement Term</u>. The Loan Agreement Term does not exceed the anticipated useful life of the Project.
- (i) <u>Use of Project</u>. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.
- (j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the

Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

- (k) <u>Irrevocable Enactments</u>. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.
- (l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.
- (m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.
- (n) <u>No Event of Default</u>. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.
- (o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.
- (p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one-hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

- (q) <u>Governmental Unit's Existence</u>. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.
- (r) <u>Continuing Disclosure</u>. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.
- (s) <u>Single Audit Act Requirement</u>. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.
- (t) <u>Construction Requirements</u>. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.
- Section 2.2 <u>Protective Covenants Regarding Operation of the System.</u> The Governmental Unit further represents, covenants and warrants as follows:
- (a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.
- (b) <u>Efficient Operation</u>. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient

operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

- (c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.
- (d) <u>Right to Inspect</u>. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.
- (e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.
- (f) <u>Billing Procedure</u>. Bills for water services or facilities, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water and sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer utility charges.
- (g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

- Subject, in each case, to the condition that insurance is (h) Insurance. obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.
- (i) <u>Competing Utility System</u>. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.
- (j) <u>Alienating System</u>. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.
- (k) <u>Management of the System</u>. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

- (l) <u>Competent Management</u>. The Governmental Unit shall employ experienced and competent personnel to manage the System.
- (m) <u>Performing Duties</u>. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.
- (n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.
- Section 2.3 <u>Representations, Covenants and Warranties of the Finance Authority</u>. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:
- (a) <u>Legal Status and Authorization of Loan Agreement</u>. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.
- (b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.
- (c) <u>No Litigation</u>. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) <u>Legal, Valid and Binding Obligations</u>. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

- (a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.
- (b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.
- Section 4.2 <u>Disbursements; Approval of Payment Requests</u>. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as <u>Exhibit "C"</u> and the supporting documentation required pursuant to <u>Exhibit "C"</u> to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.
- Section 4.3 <u>Expense Fund Deposit</u>. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues: Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this

Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

- Section 5.2 <u>Payment Obligations of Governmental Unit</u>. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.
- (a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.
- (i) <u>Payment of Interest Component and Administrative Fee</u> Component during Interim Period.
- (A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.
- (B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.
- (ii) <u>Loan Agreement Payments Following the Interim Period</u>. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:
- (A) <u>Interest and Administrative Fee Components</u>. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and

monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

- (B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.
- (iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.
- (b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.
- Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.
- Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but

including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.
- (b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.
- Section 5.5 <u>Refunding Obligations Payable from Pledged Revenues</u>. The provisions of Section 5.4 hereof are subject to the following exceptions:
- (a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as

provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

- (b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:
- (i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.
- (c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:
- (i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or
- (iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.
- (d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).
- Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account

and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

- Section 6.2 <u>Disbursements</u>. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of <u>Exhibit "C"</u> attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.
- Section 6.3 <u>Completion of the Acquisition of the Project.</u> Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of <u>Exhibit "D"</u> attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.
- Section 6.4 <u>Unrequisitioned Amounts</u>. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved

pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

- Section 7.1 <u>Further Assurances and Corrective Instruments</u>. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.
- Section 7.2 <u>Finance Authority and Governmental Unit Representatives</u>. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.
- Section 7.3 <u>Compliance with Court Orders.</u> During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.
- Section 7.4 <u>Compliance with Applicable State and Federal Laws</u>. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:
- (a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.
- (b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and

regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

- (c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).
- (d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.
- (e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).
- (f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.
- (g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.
- (h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.
- (i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.
- (j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised

the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

- (k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.
- (l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.
- (m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."
- (n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 <u>Expeditious Completion</u>. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 <u>Events of Default Defined</u>. Any one of the following shall be an Event of Default under this Loan Agreement:

- (a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or
- (b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or
- (c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or
- (d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or
- (e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,
- (f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.
- Section 10.2 <u>Remedies on Default</u>. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to

become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

- (a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or
- (b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or
- (c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or
- (d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,
- (e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.
- Section 10.3 <u>Limitations on Remedies</u>. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.
- Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.
- Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former

position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 <u>No Additional Waiver Implied by One Waiver</u>. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Las Vegas Attn: Finance Director 1700 North Grand Avenue Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

New Mexico Finance Authority Attention: Chief Executive Officer 207 Shelby Street Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- Section 11.2 <u>Binding Effect</u>. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.
- Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.
- Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.
- Section 11.5 <u>Severability</u>. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 11.6 <u>Execution in Counterparts</u>. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 11.7 <u>Assignment by the Finance Authority</u>. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.
- Section 11.8 <u>Compliance with Governing Law</u>. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.
- Section 11.9 <u>Applicable Law</u>. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 <u>Captions</u>. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on June 22, 2017, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

N	EW MEXICO FINANCE AUTHORITY
В	y
	Robert P. Coalter, Chief Executive Officer
Prepared for Execution by Officers of the	he Finance Authority:
SUTIN, THAYER & BROWNE	
A PROFESSIONAL CORPORATION	
As Loan Counsel to the Finance Author	rity
By	
Suzanne Wood Bruckner	
Approved for Execution by Officers of	the Finance Authority:

Daniel C. Opperman, General Counsel

By__

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

	By_	
	-	Richard Trujillo, City Manager
ATTEST:		
ByCasandra Fresquez, City Clerk		_
APPROVED AS TO FORM:		
Corinna Laszlo-Henry, City Attorney		
Approved as to Legal Sufficiency Only		

EXHIBIT "A"

TERM SHEET

LOAN NO. 3624-DW TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Governmental Unit: City of Las Vegas, New Mexico

Project Description: Water system improvement project, to include: draining,

cleaning and painting the exterior and interior of the Cabin Site

tank; replacing rafter bolts, cathodic system and related

New Mexico Finance Authority Drinking Water Loans:

appurtenances

Pledged Revenues: Net System Revenues of the Water Fund

Currently Outstanding Parity Obligations for Pledged Revenues:

ty Obligations for No. 2727-DW, maturing in 2034;

No. 2878-DW, maturing in 2035;

No. 2910-DW, maturing in 2035; No. 2911-DW, maturing in 2035; No. 3046-DW, maturing in 2036;

No. 3043-DW, maturing in 2036; No. 3570-DW, maturing in 2038;

No. 3622-DW maturing in 2039; and No. 3623-DW maturing in 2039.

Currently Outstanding Senior Obligations:

None

Currently Outstanding Subordinate Obligations:

New Mexico Finance Authority Water Trust Board Loans:

No. 0197-WTB, maturing in 2031;

No. 0218-WTB, maturing in 2031;

No. 0219-WTB, maturing in 2031; No. 0251-WTB, maturing in 2031;

No. 0251-W1B, maturing in 2031; No. 0286-WTB, maturing in 2031;

No. 0287-WTB, maturing in 2035; and No. 0317-WTB, maturing in 2036

Authorizing Legislation: Governmental Unit Resolution No. 17-30 adopted

September 20, 2017.

Closing Date: October 27, 2017

Interest Rate:

0.25% (which includes the Administrative Fee)

Maximum Forgiven

\$630,750

Program Fund Component:

Maximum Repayable

\$210,250

Program Fund Component:

Aggregate Program Fund

\$841,000

Amount:

Maximum Principal

\$841,000

Amount:

Subsidy Percent:

The maximum funds available for subsidy are \$630,750

(approximately 75%).

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE:	\$841,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")				
TO:	New Mexico Finance A 207 Shelby Street Santa Fe, New Mexico Attn: Loan Servicing				
LOA	N NO.: 3624-DW		CLOSING DATE: October 27, 2017		
	are hereby authorized to		the City of Las Vegas, New Mexico or its payee with ment the following:		
REQU	UISITION NUMBER:		☐ Interim Request ☐ Final Request		
AMO	UNT OF PAYMENT:	\$			
PURI	POSE OF PAYMENT:				
	of payment, e.g. check st	ubs, and cor	MENT of incurred and paid project expenses. (Attach responding invoices) YMENT to vendor or service provider of incurred		
<u>PAYI</u>	EE INFORMATION				
NAM	E:				
	TACT NAME:				
ADD	RESS:				
PHO	NE NUMBER:				
FAX	NUMBER:				
E-MA	AIL ADDRESS:				

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	
Please indicate if this Business is	s considered a
	MBE (Minority WBE (Women owned N/A Entrepreneur) business Entrepreneur)
(Attach SBE/MBE/WBE Certification)	cation)
	expense mentioned herein is for costs of the Project, is due and oject of any previous requisition and is a proper charge for
Each obligation, item of cost or of land or easement.	expense mentioned herein is not for costs related to the purchase
	the Loan Agreement and the related closing documents remain Las Vegas, New Mexico is not in breach of any of the covenants
City of Las Vegas, New Mexi	syment of costs of the Project is complete or, if not complete, the ico understands its obligation to complete the acquisition and nall complete the acquisition and installation of the Project from
Capitalized terms used herein, as	re used as defined or used in the Loan Agreement.
DATED:	By:
	By:Authorized Officer
	(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE:		000 Loan Agreement by and between the Finance Authority and the City of Las s, New Mexico (the "Loan Agreement")
	Loan	No.: 3624-DW
	Closin	ng Date: October 27, 2017
TO:	NEW	MEXICO FINANCE AUTHORITY
	I,	, the of the [Title or position]
City o	of Las V	egas, New mexico, hereby certify as follows:
	1.	The project described in the Loan Agreement (the "Project") was completed and
place	d in serv	vice on, 20
	2.	The total cost of the Project was \$
	3.	Cost of the Project paid from the Loan was \$
	4.	The portion of the Maximum Principal Amount unexpended for the Project is \$
	5.	The Project was completed and is and shall be used consistent with and subject to
the co	venants	s set forth in the Loan Agreement.
partie		certificate shall not be deemed to prejudice or affect any rights of or against third exist at the date of this certificate or which may subsequently come into being.
		CITY OF LAS VEGAS, SAN MIGUEL COUNTY NEW MEXICO
		By
		Its

[LETTERHEAD OF BORROWER'S COUNSEL]

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority

207 Shelby Street

Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico

\$841,000 Loan No. 3624-DW

I am the Attorney for the City of Las Vegas, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, City of Las Vegas, New Mexico (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on all representations by me on behalf of my client and, but for these representations, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The City of Las Vegas, New Mexico Water Project, Drinking Water State Revolving Loan Fund Application, dated August 5, 2016 and the Finance Authority Board Approval, for Project No. 3624-DW, for the City of Las Vegas, San Miguel County, dated June 22, 2017, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated October 27, 2017 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the City Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least April 27, 2017 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its Mayor, City Council, and City Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the

Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Council dated September 20, 2017 (the "Resolution") authorizing the Mayor and City Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct the Project proposed to be constructed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and

sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

- G. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 17-01 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on 1/18/17, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.
- H. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- I. The Governmental Unit has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- J. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- L. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the

Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

- N. To the best of my knowledge and belief after due investigation, there are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.
- O. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.
- P. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the construction, operation and maintenance of the Project.
- Q. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 27^{th} day of October 2017.

Corinna Laszlo-Henry Attorney for City of Las Vegas, New Mexico

\$841,000

DRINKING WATER REVOLVING LOAN FUND LOAN TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO BY THE NEW MEXICO FINANCE AUTHORITY LOAN NO. 3624-DW

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Governmental Unit"), a New Mexico municipality, in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

- 1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
- 2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
- 3. That the attached right of way map(s) and/or plat(s) shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4.	Exceptions:			_	

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas, New Mexico as of this 27th day of October, 2017.

Corinna Laszlo-Henry Attorney for the City of Las Vegas 1700 North Grand Avenue Las Vegas, New Mexico 87701

4310904.docx

\$841,000 CITY OF LAS VEGAS, NEW MEXICO NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	
) ss.	PLEDGED REVENUE CERTIFICATE
SAN MIGUEL COUNTY)	

WHEREAS, the City of Las Vegas, New Mexico (the "Governmental Unit") pursuant to Ordinance No. 13-05 adopted on May 15, 2013 (the "2727-DW Ordinance"), executed and delivered an Amended and Restated Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2727-DW Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$1,000,000. The 22727-DW Loan Agreement is payable from a lien on the distribution of Net Revenues of the Governmental Unit's Water Utility System (the "Pledged Revenues").

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-08 adopted on May 15, 2013 (the "2878-DW Ordinance"), executed and delivered an Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2878-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,600,000. The 2878-DW Loan Agreement is payable from a lien on the distribution of Net Revenues of the Governmental Unit's Water Utility System the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-06 adopted on May 15, 2013 (the "2910-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2910-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,222,100. The 2910-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-07 adopted on May 15, 2013 (the "2911-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2911-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,222,757. The 2911-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 14-28 adopted on May 20, 2014 (the "3043-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3043-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$888,800. The 3043-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Resolution No. 14-29 adopted on May 20, 2014 (the "3046-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3046-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$174,730. The 3046-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 16-39 adopted on October 19, 2016 (the "3570-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3570-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$151,500. The 3570-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-13 adopted on May 17, 2017 (the "3622-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3622-DW Loan Agreement") between the Governmental Unit and the Finance authority in the aggregate principal amount of \$600,000. The 3622-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-14 adopted on May 17, 2017 (the "3623-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3623-DW Loan Agreement") between the Governmental Unit and the Finance authority in the aggregate principal amount of \$354,000. The 3623-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-30 adopted on September 20, 2017 (the "3624-DW Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$841,000 for the purpose of water system improvements (the "3624-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3624-DW Loan Agreement;

WHEREAS, Section 5.4, the "Additional Parity Obligations Payable from Pledged Revenues" of the 2727-DW Loan Agreement, the 2878-DW Loan Agreement, the 2910-DW Loan Agreement, the 2911-DW Loan Agreement, the 3043-DW Loan Agreement, the 3046-DW Loan Agreement, and the 3570-DW Loan Agreement (collectively, the "Parity Loan Agreements") provides as follows:

"Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity

Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.
- (b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%), of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement.

WHEREAS, the 3622-DW Loan Agreement and the 3623-DW Loan Agreement impose the same limitations on additional parity obligations as the Parity Loan Agreements, but utilizes a coverage limitation in the amount of one hundred twenty percent (120%) instead of one hundred thirty percent (130%).

* * *

WHEREAS, the combined principal and interest on the outstanding Parity Loan Agreements coming due in each Fiscal Year to their last principal payment dates is as follows:

Parity Loan Agreements Debt Service Requirements

Fiscal Year Ending	Total Payment		
2018	\$82,546.00		

2019	86,621.00
2020	98,262.00
2021	98,265.00
2022	98,266.00
2023	98,266.00
2024	98,265.00
2025	98,266.00
2026	98,266.00
2027	98,266.00
2028	98,264.00
2029	98,266.00
2030	98,266.00
2031	98,265.00
2032	98,265.00
2033	98,265.00
2034	98,265.00
2035	84,152.00
2036	32,252.00
2037	16,433.00
2038	16,432.00
2039	12,240.00

WHEREAS, the principal and interest on the 3624-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3624-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Interest	Total Payment
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026	1200-1		
2027			
2028	u 00		
2029			
2030		- 100	
2031			
2032			
2033			

2034	
2035	
2036	
2037	
2038	
2039	

NOW THEREFORE, the undersigned do hereby certify as follows:

- 1. We are familiar with the provisions of the 2727-DW Ordinance, the 2878-DW Ordinance, the 2910-DW Ordinance, the 2911-DW Ordinance, the 3043-DW Resolution, the 3046-DW Resolution, the 3570-DW Resolution, the 3622-DW Resolution and the 3623-DW Resolution authorizing the execution and delivery of the Parity Loan Agreements, and the 3624-DW Resolution authorizing the execution and delivery of the 3624-DW Loan Agreement, and with the provisions of the Parity Loan Agreements, and the 3624-DW Loan Agreement.
- 2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.
- 3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.
- 4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements, nor under any of the covenants or requirements of the Parity Loan Agreements.
- 5. The 3624-DW Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.
- 6. The fiscal year immediately preceding the date of the 3624-DW Loan Agreement is the period commencing on July 1, 2016 and ending in June 30, 2017.
- 7. The Pledged Revenues for the fiscal year ended 2017 are fairly stated at \$1,331,978.
- 8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements and the 3624-DW Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year _____ and is \$_____. One hundred thirty percent (130%) of such amount is \$_____.
- 9. The Pledged Revenues of \$1,331,978 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 3624-DW Loan Agreement were sufficient to pay an amount representing 130% of the combined maximum Aggregate

Annual Debt Service Requirements of \$ on the Parity Loan Agreements and the 3624-DW Loan Agreement.
10. This certificate is for the benefit of each holder from time to time of the 3624-DW Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 3624-DW Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements and the 3624-DW Loan Agreement.
(Signature Page Follows)
WITNESS our hands this 27th day of October, 2017.
CITY OF LAS VEGAS, NEW MEXICO
By:
By: Ann Marie Gallegos, Finance Director
4310981.docx

\$841,000

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN NO. 3624-DW

DELIVERY CERTIFICATE AND

Casandra Fresquez, City Clerk

STATE OF NEW MEXICO

	GANDAGUET) ss.	CROSS-RECEIPT	
COUNTY OF	SAN MIGUEL			
		•	rsigned, the duly chosen an ico (the "Governmental Uni	_
Agreement in Governmental Finance Author Resolution N	xecuted and delivered the Maximum Princip Unit and the New I prity, the purchaser of the of the control of the control of the control of the control of the control of the control of the	d a Drinking Woal Amount of S Mexico Finance of the Loan Ago by the Govern	Governmental Unit execute Vater State Revolving Fund \$841,000 (the "Loan Agreeme Authority (the "Finance reement, as authorized by Commental Unit on Septembly of the Loan Agreement.	Loan and Subsidy nent") between the Authority") to the Governmental Unit
terms of Secti Finance Author supporting door	eement, is available to the Loan A ority in substantially the	for disburseme Agreement upo he form attache ded in the Loa	the Aggregate Program Ament to the Governmental Unit transmission of payment ed as Exhibit "C" to the Loan Agreement, and will be un	nit pursuant to the requisitions to the n Agreement, with
WITN	ESS our hands this 27	th day of Octob	er, 2017.	
		CITY OF LA NEW MEXIC	S VEGAS, SAN MIGUEL CO	COUNTY,
		Ву		
		Richa	rd Trujillo, City Manager	
[SEAL]				
_		Dv		

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Las Vegas, New Mexico, the Loan Agreement for Project No. 3624-DW

NEW MEXICO FINANCE AUTHORITY

By_____

Robert P. Coalter, Chief Executive Officer

4310922.docx

\$841,000

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN No. 3624-DW

STATE OF NEW MEXICO)	GENERAL AND NO LITIGATION
) ss.	CERTIFICATE
COUNTY OF SAN MIGUEL)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Las Vegas (the "Governmental Unit") in the County of Sa Miguel and the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 17-30 adopted on September 20, 2017 (the "Resolution"), unless otherwise defined in this Certificate or the context requires otherwise.

- 1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under the laws of the State, its full name being the "City of Las Vegas."
 - 2. The Governmental Unit was established in the year 1970.
- 3. From at least April 20, 2017 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor: Tonita Gurulé-Girón

Councilors: David Ulibarri

Vince Howell Barbara Casey David Romero

Finance Director: Ann Marie Gallegos

City Manager: Richard Trujillo

City Clerk: Casandra Fresquez

City Attorney: Corinna Laszlo-Henry

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

- 5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.
- 6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.
- 7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.
- 8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.
- 9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- 10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and
- B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.
- 11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

- 12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.
- 13. None of the events of default referred to in Article X of the Loan Agreement has occurred.
- 14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.
- 15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.
- 16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.
- 17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and the Resolution are true and correct as of the date hereof.
- 18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely

from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

- 19. To the best of our knowledge and belief after due investigation, neither the Mayor, City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.
- 20. Regular meetings of the Governing Body have been held at 1700 North Grand Avenue, Las Vegas, New Mexico, the principal meeting place of the Governing Body.
- 21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 17-01 adopted and approved by the Governing Body on 01/18/17 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 17-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 17-01.
- 22. The Mayor and City Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.
 - 23. This Certificate is for the benefit of the Finance Authority.
 - 24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

2017.	WITNESS our signatures and the seal of the Governmental Unit this 27 th day of Octo 7.		
	CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO		
	By		
[SEAI	By		
	Casandra Fresquez, City Clerk		

SUTIN THAYER BROWNE

A PROFESSIONAL CORPORATION LAWYERS

IRWIN S. MOISE (1906-1984) LEWIS R. SUTIN (1908-1992) FRANKLIN JONES (1919-1994) RAYMOND W. SCHOWERS (1948-1995) GRAHAM BROWNE (1935-2003)

ROBERT G. HEYMAN (Of Counsel) DEREK V. LARSON (Of Counsel) NORMAN S. THAYER (Of Counsel)

ANDREW J. BARANOWSKI

ANNE P. BROWNE SUZANNE WOOD BRUCKNER MARIA MONTOYA CHAVEZ KATHARINE C. DOWNEY EDUARDO A. DUFFY SUSAN M. HAPKA CHRISTOPHER A. HOLLAND WADE L. JACKSON JACQUELINE K. KAFKA CHRISTINA M. LOONEY STEVAN DOUGLAS LOONEY KEITH C. MIER
LYNN E. MOSTOLLER
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
TIMOTHY R. VAN VALEN
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400 ALBUQUERQUE, NEW MEXICO 87110 POST OFFICE BOX 1945 ALBUQUERQUE, NEW MEXICO 87103 505-883-2500 FAX 505-888-6565

150 WASHINGTON AVE, SUITE 210 SANTA FE, NEW MEXICO 87501 POST OFFICE BOX 2187 SANTA FE, NEW MEXICO 87504 505-988-5521 FAX 505-982-5297

WWW.SUTINFIRM.COM

October 27, 2017

New Mexico Finance Authority 207 Shelby Street Santa Fe, New Mexico 87501

City of Las Vegas, New Mexico 1700 North Grand Avenue Las Vegas, New Mexico 87701

Re:

\$841,000 Loan to City of Las Vegas, San Miguel County,

New Mexico, 3624-DW

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the \$841,000 loan and subsidy agreement dated October 27, 2017 (the "Loan Agreement") by and between the City of Las Vegas, San Miguel County, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 17-30, adopted on September 20, 2017 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for a water system improvement project for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

SUTIN THAYER BROWNE A PROFESSIONAL CORPORATION LAWYERS

October 27, 2017 Page 2

- 1. The Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Governmental Unit, as described in the Loan Agreement (the "Pledged Revenues") which it purports to create.
- 2. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- 3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien on the distribution on the Pledged Revenues on a parity with the lien thereon of other outstanding obligations secured by the Pledged Revenues and senior to the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.
- 4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the terms of the Loan Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

SUTIN THAYER BROWNE A PROFESSIONAL CORPORATION LAWYERS

October 27, 2017 Page 3

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE A Professional Corporation

4310914.docx

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DEPT: Utilities Dept. DATE: 09/01/17 **MEETING DATE: 09/13/17**

DISCUSSION ITEM/TOPIC: Award request for bids # 2018-4 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.

BACKGROUND/RATIONALE: Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply. Our current supplier is Polydyne Inc. at a cost of .56 per pound.

Advertised:

07/28/17; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening:

August 15, 2017

Number of Bidders: 1 Lowest Bidder:

Polydyne, Inc.

Amount:

\$0.65 per pound delivered in 450 pound drums (\$292.50 per 450

pounds)

Budget Line Item:

640-0000-610-7104

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

COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

ŘICHARD TŘUJILLO **CITY MANAGER**

PURCHASING AGENT (FOR BID/RFP AWARD) **CORINNA LASZLO-HENRY** CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

Approved to form 4/20/16

REQUEST FOR BIDS

The City of Las Vegas, New the City Council Chambers, designated area at the City C	1700 North Grand Ave	d Bids at 2:00 p.m., Avg 15, 20 17 at enue, Las Vegas, New Mexico, or other oWING:
CLARIFLOC C-358 (polymer	•)	
		IFICATIONS may be examined at the nue, Las Vegas, NM 87701
Copies of the BIDDING FOR office of : City Clerk, 1700 No		SPECIFICATIONS may be obtained at the Vegas, NM 87701
Mexico 87701; with the enve on the lower left-hand come bidder to see that their bid is request. If the mail or deliver	lope marked: Corificer of the submitted enveloped to the City Cory of bid request is delay nsidered. A public oper	A, 1700 N. Grand Ave., Las Vegas, New C-358, Opening No. 2018-4; elope. It shall be the responsibility of the Clerk by the date and time set for the bid ed beyond the opening date and time, bid ning will be held and any bidder or their
The City of Las Vegas reserved	es the right to reject an	y/or all bids submitted.
	RICHAR CORINN CASANE ANN W.	D TRUJILLO, CITY MANAGER MAD JA LASZLO-HENRY, CITY ATTORNEY DRA FRESQUEZ, CITY CLERK GALLEGOS, FINANCE DIRECTOR VIGIL, PURCHASING OFFICER
Opening No. <u>2018-4</u>		Date Issued: 7/24/2017
Date Issued: Published:	Albuquerque Journal Las Vegas Optic City website: www.lasv	

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand
Avenue. Las Vegas, New Mexico, on or before 2:00 pm. Ava 15, 20 17 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
, 20 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. <u>Enclose one (1) original and two (2) copies of Bid.</u>

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 <u>City Clerk</u> by the <u>Date and Time</u> 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 <u>Department</u> 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 <u>Bid Specifications</u>. <u>Opening Date</u>, or <u>Time Change</u> 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 <u>must be prior</u> 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, <u>after bids</u> have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

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

Pursuant to IRS requirements. Bidder shall provide their Federal Tax ID Number if Bidder is

FEDERAL TAX IDENTIFICATION NUMBER

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 <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. 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 <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance</u> Department.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER:		
AUTHORIZED AGENT:		
ADDRESS:		
TELEPHONE NUMBER ()_		
FAX NUMBER ()		
DELIVERY:		
STATE PURCHASING RESIDENT CERTIFICAT	FION NO.:	
NEW MEXICO CONTRACTORS LICENSE NO.:		
BID ITEM (S):		
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. OF LAS VEGAS RESERVES THE RIGHT REJ TECHINCAL IRREGULARITY IN THE FORM O	LAS VEGAS, NEW MEXICO 87701. THE CIT ECT ANY OR ALL BIDS AND TO WAIVE AN	Υ
AFFIDAVIT FOR FILING WITI		
COUNTY OF , of lawful am the agent authorized by the bidder to submit bidder has not been a party to any collusion amo by agreement to bid at a fixed price or to refrain f as to the terms of said prospective contract, or a any discussion between bidders with any city of other thing of value for special consideration in t	ing bidders in restraint of freedom of competition from bidding; or with any city official or employ- ny other terms of said prospective contract; or fficial concerning an exchange of money or a	on ee in
Subscribed and sworn to before me, this	Signature day of, 20	•
(SEAL)		_
	Notary Public Signature My Commission Expires:	

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: CLARIFLOC C-358

CHARACTERISTICS: Clear to slightly yellow liquid

PROPERTIES:

a)	Odour	None
b)	Odour Threshold	Not Applicable
c)	pH	3-7
d)	Melting point/ freezing point	< 0 deg. C
e)	Initial boiling point and boiling range	> 100 deg. C
f)	Flash point	Does not flash
g)	Evaporation rate	No data available
h)	Flammability (solid, gas)	Not applicable
i)	Upper/ lower flammability or explosive limit	ts Not applicable
j)	Vapour pressure	2.3 kPa @ 20 deg. C
k)	Vapour density	0.804 g/litre @ 20 deg. C
1)	Relative density	1.0-1.2
m)		
,	Solubility(ies)	Completely miscible
	Solubility(ies) Partition coefficient	Completely miscible < 0

SPECIFICATIONS:

None

CITY OF LAS VEGAS BID FORM

	:-358 (polymer)	
A	\$	
В		
D	\$	
E	\$	
F	\$	
G	\$	
F	\$	
G	\$	
H	\$	· · · · · · · · · · · · · · · · · · ·
1.	\$	
J	\$	
К	\$	
L	\$	
M	\$	
N	\$	
O	\$	
P	<u> </u>	
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 TOTA (\$250) WERE MADE to an applicable public representative.	
Signature	Date
Title (Position)	

CITY OF LAS VEGAS RFQ/PROPOSAL/BID OPENING

DATE: 15-Aug-2017

OPENING NO.: 2018-04

TIMI	E: 2:00 PM			DEPARTMENT:	WATER	
LOCATION:	City of Las Vegas Chambers 1700 N. Grand Ave.					
ITEM(S	Las Vegas, NM 87701): CLARIFLOC C-358 (POLYMER)					
	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Uni	var	NO BID				7
2 Poly	idyne !	(450 16)				V
3		Drum			1	
4					! !	
5						
6						
~ ! a	COMPANY REPRESENTATIVE			COMPANY N	AME	
John	Dipodaca		C	LV Purch	enteres	
, 4	-n. Dollgs on W. Cole		(they LL	Vater	ui .
j 120	in W. Cole			CLU	Nater	
7						
3						
10						
	(use other side of form when full) EN BY (ITY CLERK:			OPENED BY: FINAN	NCE DEPARTMENT	ca
DATE COPIES TAKEN	BY DEPT:			DATE:	8/15	117
-	8-15-2017					

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

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



August 10, 2017

The City of Las Vegas, New Mexico City Clerk 1700 North Grand Ave. Las Vegas, NM 87701

RE: Invitation to Bid – 2018-4 for Clarifloc C-358

Dear Ms. Casteel;

Univar USA Inc. is in receipt of the above IFB due Tuesday, August 15, 2017 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time. Univar does not have support in the area for this product.

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

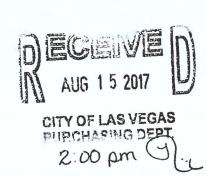
Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Stacy Ziegler

Municipal Specialist Univar USA Inc. muniteam@univar.com

www.univar.com



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

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

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday - Friday

7:30 am - 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

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

For Chemical Related Emergencies:

ChemTrec:

(800) 424-9300

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

Office Phone:

(505) 842-6303 or (505) 842-0823

Office Fax:

(505) 243-1984

Karen Martinez

Sales Support Coordinator

Michelle Bergal

Customer Service

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

For anything pertaining to bids:

Please send all bid packets/documents to:

Univar USA Inc.

(Unless otherwise specified)

Attn: WER Muni Team

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univar.com

Jennifer Perras Municipal Specialist Phone: (253) 872-5000

(253) 872-5041

(253) 872-5041 Jennifer.perras@univar.com

Roise.Holiday@univar.com

Roise Holiday

(253) 872-5000

Municipal Specialist

Stacy Ziegler **Municipal Specialist** (253) 872-5000 (253) 872-5041

Stacy.ziegler@univar.com

Remittance Address:

Standard Payment Terms:

Univar USA Inc. PO Box 849027 Dallas, TX 75284 Net 30 days

COPY

REQUEST FOR BIDS

The	City	of Las	Vegas,	New N	Vexico	will op	en Se	aled Bids	at 2:	00 p.m.	, Avg	15, 20	1	L at
the	City	Counci	Cham	bers,	1700	North	Grand	Avenue,	Las	Vegas,	New ¹	Mexico,	or	other
des	ignat	ed area	at the	City O	ffices;	ON TH	HE FOL	LOWING	3:					

CLARIFLOC C-358 (polyme	r)
	ID TECHNICAL SPECIFICATIONS may be examined at the 1,1700 North Grand Avenue, Las Vegas, NM 87701
	MS AND TECHNICAL SPECIFICATIONS may be obtained at the orth Grand Avenue, Las Vegas, NM 87701
Mexico 87701; with the envelon the lower left-hand corne bidder to see that their bid is request. If the mail or deliver	ressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New elope marked: Clert Floc C-358, Opening No. 2018-4; er of the submitted envelope. It shall be the responsibility of the set delivered to the City Clerk by the date and time set for the bid by of bid request is delayed beyond the opening date and time, bid insidered. A public opening will be held and any bidder or their invited to attend.
The City of Las Vegas reser	ves the right to reject any/or all bids submitted.
	RICHARD TRUGILLO, CITY MANAGER CORINNA LASZLO-HENRY, CITY ATTORNEY CASANDRA FRESQUEZ, CITY CLERK ANN'M. GALLEGOS, FINANCE DIRECTOR HELEN VIGIL, PURCHASING OFFICER
Opening No. 20/8-4	Date Issued: 7/24/2017
Date Issued: Published:	Albuquerque Journal July 28 .2017 Las Vegas Optic July 38 .2017 City website: www.lasvegasnm.gdv July 38 .2017

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE_

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before 2:00 pm, __Ava_l≤_____, 20_l7_ 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 ______, 20____. 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. <u>Enclose one (1) original and two (2) copies of Bid.</u>

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 <u>City Clerk</u> by the <u>Date and Time</u> 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 <u>Department</u> 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 <u>Bid Specifications</u>, <u>Opening Date</u>, <u>or Time Change</u> 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 <u>must be prior</u> 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, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. 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, Bidd	der shall provide their Federal Tax ID Number if Bidder is
incorporated. If Bidder is a sole prop	rietorship or partnership then they shall provide their Social
Security Number.	
FEDERAL TAX ID NUMBER:	34-1810283
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):_	: N/A	
---	-------	--

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

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NON-EXCLUSION

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Polyd	yne Inc.
	Boyd Stanley, Vice-President
ADDRESS: 1 Cher	nical Plant Road, Riceboro, GA 31323
TELEPHONE NUMBER	(⁹¹²) ⁸⁸⁰⁻²⁰³⁵
FAX NUMBER (912)	380-2078
DELIVERY: 5-10 Days	A.R.O.
	RESIDENT CERTIFICATION NO.: N/A
	CTORS LICENSE NO.: N/A
BID ITEM (S): Clarifloo	c C-358
AFIDA STATE OF Georgia COUNTY OF Liberty I Boyd Stanley am the agent authorized bidder has not been a pa by agreement to bid at a as to the terms of said pr any discussion between	BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY RVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY ARITY IN THE FORM OF THE BID. AVIT FOR FILING WITH COMPETITIVE BID , of lawful age, being of first duly sworn in oath, say that I by the bidder to submit the attached bid. Affiant further states that the rty to any collusion among bidders in restraint of freedom of competition fixed price or to refrain from bidding; or with any city official or employee ospective contract, or any other terms of said prospective contract; or in bidders with any city official concerning an exchange of money or any pecial consideration in the letting of a contract.
Subscribed and sworn to (SEAL)	Notary Publid/Signature My Commission Expires: Pamela J. McDermitt
	My Commission Expires July 28, 2020

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: CLARIFLOC C-358

CHARACTERISTICS: Clear to slightly yellow liquid

PROPERTIES:

a)	Odour	None
b)	Odour Threshold	Not Applicable
c)	pH	3-7
d)	Melting point/ freezing point	< 0 deg. C
e)	Initial boiling point and boiling range	> 100 deg. C
f)	Flash point	Does not flash
g)	Evaporation rate	No data available
h)	Flammability (solid, gas)	Not applicable
i)	Upper/ lower flammability or explosive limit	ts Not applicable
j)	Vapour pressure	2.3 kPa @ 20 deg. C
k)	Vapour density	0.804 g/litre @ 20 deg. C
l)	Relative density	1.0-1.2
m)	Solubility(ies)	Completely miscible
n)	Partition coefficient	< 0
0)	Autoignition temperature	Does not self-ignite
p)	Decomposition temperature	> 150 deg. C

SPECIFICATIONS:

None

CITY OF LAS VEGAS BID FORM

A. Clarifloc C-358	\$0.65/Lb. (450Lbs./Drum
В	\$
C	\$
0	\$
=	\$
·	\$
G	\$
F	\$
G	\$
Н	\$
	\$
J	
К	\$
	\$
M	\$
N	\$
0	\$
P	\$
Q	\$
R	\$
S	\$\$\$

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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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 TOTA (\$250) WERE MADE to an applicable public representative.			
Doyd Stanly		8/7/2017	
Signature Boyd Stanley	Date		
Vice-President			
Title (Position)			



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, August 07, 2017** at 12:15 a.m. Eastern Time. Please <u>contact NSF International</u> to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Inc.

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659 724-728-1847

Facility: Newell, PA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation

Product Function

Max Use

CLARIFLOC C-4410

Coagulation & Flocculation

100mg/L

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Facility: #88 USA

Polyaluminum Chloride[AL]

Trade Designation

Clarifloc® C-1100

Product Function

Coagulation & Flocculation

Max Use

250mg/L

Clarifloc® C-1200

Coagulation & Flocculation

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends		
Trade Designation	Product Function	Max Use
Clarifloc® C-1000	Coagulation & Flocculation	307mg/L
Clarifloc® C-1050	Coagulation & Flocculation	307mg/L
Clarifloc® C-1051	Coagulation & Flocculation	307mg/L
Clarifloc® C-1052	Coagulation & Flocculation	307mg/L
Clarifloc® C-1200	Coagulation & Flocculation	200mg/L
Clarifloc® C-1250	Coagulation & Flocculation	200mg/L
Clarifloc® C-1251	Coagulation & Flocculation	200mg/L
Clarifloc® C-1252	Coagulation & Flocculation	200mg/L
Clarifloc® C-1253	Coagulation & Flocculation	200mg/L
Clarifloc® C-1400	Coagulation & Flocculation	200mg/L
Clarifloc® C-1450	Coagulation & Flocculation	200mg/L
Clarifloc® C-1451	Coagulation & Flocculation	200mg/L
Clarifloc® C-1452	Coagulation & Flocculation	200mg/L
Clarifloc® C-1453	Coagulation & Flocculation	200mg/L
Clarifloc® C-1454	Coagulation & Flocculation	200mg/L
Clarifloc® C-1500	Coagulation & Flocculation	200mg/L
Clarifloc® C-1550	Coagulation & Flocculation	200mg/L
Clarifloc® C-1551	Coagulation & Flocculation	200mg/L
Clarifloc® C-1600	Coagulation & Flocculation	100mg/L
Clarifloc® C-1650	Coagulation & Flocculation	100mg/L
Clarifloc® C-1651	Coagulation & Flocculation	100mg/L
Clarifloc® C-1700	Coagulation & Flocculation	200mg/L
Clarifloc® C-1750	Coagulation & Flocculation	200mg/L
Clarifloc® C-1751	Coagulation & Flocculation	200mg/L
Clarifloc® C-1752	Coagulation & Flocculation	200mg/L
Clarifloc® C-1753	Coagulation & Flocculation	200mg/L
Clarifloc® C-1754	Coagulation & Flocculation	200mg/L
Clarifloc® C-5100	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA01	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA02	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA03	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA04	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA05	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA06	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA07	Coagulation & Flocculation	200mg/L
Clarifloc® PRXAo8	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA10	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA11	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA12	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA13	Coagulation & Flocculation	100mg/L

Clarifloc® PRXA14	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA15	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA16	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA17	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA18	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA19	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA20	Coagulation & Flocculation	50mg/L
Clarifloc® PRXB01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB02	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB03	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB04	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB05	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXBo8	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB09	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB12	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB13	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB14	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB15	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB16	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB17	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB18	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB21	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB22	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB23	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB24	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB25	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB26	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB27	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB28	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB29	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB30	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB31	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB32	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB33	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB34	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB35	Coagulation & Flocculation	100mg/L
Clarifloc® PRXCo1	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo2	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo3	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo4	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo5	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo6	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC07	Coagulation & Flocculation	100mg/L

Clarifloc® PRXCo8	Coagulation & Flocculation	100mg/L
Clarifloc® PRXCo9	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC12	Coagulation & Flocculation	6omg/L
Clarifloc® PRXC13	Coagulation & Flocculation	6omg/L
Clarifloc® PRXC14	Coagulation & Flocculation	6omg/L
Clarifloc® PRXC15	Coagulation & Flocculation	6omg/L
Clarifloc® PRXC16	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC17	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC18	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXD01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXDo2	Coagulation & Flocculation	200mg/L
Clarifloc® PRXDo3	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD04	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD05	Coagulation & Flocculation	100mg/L
Clarifloc® PRXDo6	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXDo8	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD10	Coagulation & Flocculation	200mg/L

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Facility: #88 USA

Polymer Blends[AL] [PY]

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Trade Designation	Product Function	Max Use
Clarifloc® 12781	Coagulation & Flocculation	20mg/L
Clarifloc® 12976	Coagulation & Flocculation	20mg/L
Clarifloc® 12980	Coagulation & Flocculation	20mg/L
Clarifloc® 13276	Coagulation & Flocculation	125mg/L
Clarifloc® 13280	Coagulation & Flocculation	20mg/L
Clarifloc® 13281	Coagulation & Flocculation	15mg/L
Clarifloc® 14476	Coagulation & Flocculation	142mg/L
Clarifloc® 14480	Coagulation & Flocculation	50mg/L
Clarifloc® 14481	Coagulation & Flocculation	50mg/L
Clarifloc® 14681	Coagulation & Flocculation	125mg/L
Clarifloc® C-1005	Coagulation & Flocculation	155mg/L

21 17 0 2		
Clarifloc® C-1010	Coagulation & Flocculation	100mg/L
Clarifloc® C-1015	Coagulation & Flocculation	66mg/L
Clarifloc® C-1020	Coagulation & Flocculation	50mg/L
Clarifloc® C-1025	Coagulation & Flocculation	40mg/L
Clarifloc® C-1150H	Coagulation & Flocculation	20mg/L
Clarifloc® C-1309H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2005	Coagulation & Flocculation	155mg/L
Clarifloc® C-2010	Coagulation & Flocculation	163mg/L
Clarifloc® C-2015	Coagulation & Flocculation	147mg/L
Clarifloc® C-2020	Coagulation & Flocculation	114mg/L
Clarifloc® C-2110	Coagulation & Flocculation	50mg/L
Clarifloc® C-2220H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2238	Coagulation & Flocculation	50mg/L
Clarifloc® C-2317	Coagulation & Flocculation	142mg/L
Clarifloc® C-5025	Coagulation & Flocculation	163mg/L

[[]AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed $2\ mg/L$.

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Visit this company's website (http://www.polydyneinc.com)

Facility: Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

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Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L

[[]PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L
Polyacrylamide[PC]		
Trade Designation	Product Function	Max Use
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Riceboro, GA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L

Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
Polyacrylamide[PC]		
Trade Designation	Product Function	Max Use
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L

Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Dolton, IL

Poly (Diallyldimethylammonium Chloride) (pDADMAC)

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	46mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	76mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	92mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	76mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	46mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L

Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L

Facility: Plaquemine, LA

Polyacrylamide[PC]

Trade DesignationProduct FunctionMax UseClarifloc A-210PCoagulation & Flocculation3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Pearlington, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L

Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyamines[PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[[]PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polydyne, Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659 800-848-7659

Facility: # 15 USA

Polymer Blends[AL] [PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-2005	Coagulation & Flocculation	400mg/L
Clarifloc® C-2015	Coagulation & Flocculation	333mg/L

[[]AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[[]PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: # 25 USA

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
Clarifloc® C-1252	Coagulation & Flocculation	250mg/L
Clarifloc® C-1253	Coagulation & Flocculation	250mg/L
Clarifloc® C-1254	Coagulation & Flocculation	250mg/L
Clarifloc® C-1310	Coagulation & Flocculation	250mg/L
Clarifloc® C-1400	Coagulation & Flocculation	250mg/L
Clarifloc® C-1452	Coagulation & Flocculation	250mg/L
Clarifloc® C-1550	Coagulation & Flocculation	250mg/L
Clarifloc® C-1552	Coagulation & Flocculation	250mg/L
Clarifloc® C-1650	Coagulation & Flocculation	250mg/L
Clarifloc® C-1651	Coagulation & Flocculation	250mg/L
Clarifloc® C-1700	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 5 Number of matching Products is 327 Processing time was 1 seconds



POLYDYNE

CLARIFLOC® C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a high molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is NSF certified for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form Density

Amber Liquid 8.5 - 8.9 lbs/gal

Freezing Point

-3 C.

Solubility

Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity
% Active

1.02 - 1.04

Product Viscosity

19.0 - 22.0 700 - 1,000 cPs

Product pH

50 70

5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can ir-ritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name:

CLARIFLOC C-358

Type of product:

Mixture

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses:

Processing aid for industrial applications.

Uses advised against:

None.

1.3. Details of the supplier of the safety data sheet

Company:

Polydyne Inc.

1 Chemical Plant Road

PO BOX 279, Riceboro, GA 31323

United States

Telephone:

1-800-848-7659

Telefax:

(912)-884-8770

E-mail address:

-

1.4. Emergency telephone number

24-hour emergency number:

1-800-424-9300

SECTION 2. Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

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Hazard symbol(s):

None.

Signal word:

None.

Hazard statement(s):

None.

Precautionary statement(s):

None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3. Composition/information on ingredients

3.1 Substances

Not applicable, this product is not a substance.

3.2 Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

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SECTION 5. Fire-fighting measures

5.1. Extinguishing media

Suitable extinguishing media:

Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:

Carbon oxides (COx). Nitrogen oxides (NOx). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters

Protective measures:

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up

Small spills:

Do not flush with water. Soak up with inert absorbent material.

Large spills

Dam up. Clean up promptly by scoop or vacuum. Do not flush with water.

Residues:

Soak up with inert absorbent material. After cleaning, flush away traces with water.

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6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7. Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities.

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

None.

SECTION 8. Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

None.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection

Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

i) Hand protection:

PVC or other plastic material gloves.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

Environmental exposure controls:

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Do not allow uncontrolled discharge of product into the environment.

SECTION 9. Physical and chemical properties

9.1. Information on basic physical and chemical pro-	properties
--	------------

a) Appearance:

c) Odour Threshold:

b) Odour:

d) pH:

e) Melting point/freezing point:

f) Initial boiling point and boiling range:

g) Flash point:

h) Evaporation rate:

i) Flammability (solid, gas):

j) Upper/lower flammability or explosive limits:

k) Vapour pressure:

I) Vapour density:

m) Relative density:

n) Solubility(ies):

o) Partition coefficient:

p) Autoignition temperature:

q) Decomposition temperature:

r) Viscosity:

s) Explosive properties:

t) Oxidizing properties:

9.2. Other information

None.

SECTION 10. Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

Clear to slightly yellow liquid.

None.

Not applicable.

3 - 7

< 0°C

> 100°C

Does not flash.

No data available.

Not applicable.

Not expected to create explosive atmospheres.

2.3 kPa @ 20°C

0.804 g/litre @ 20°C

1.0 - 1.2

Completely miscible.

< 0

Does not self-ignite (based on the chemical structure).

> 150°C

See Technical Bulletin.

Not expected to be explosive based on the chemical structure.

Not expected to be oxidising based on the chemical structure.

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10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11. Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:

LD50/oral/rat > 5000 mg/kg

Acute dermal toxicity:

LD50/dermal/rat > 5000 mg/kg

Acute inhalation toxicity:

Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no

exposure to inhalable aerosols.

Skin corrosion/irritation:

Not irritating.

Serious eye damage/eye irritation:

Slightly irritating.

Respiratory/skin sensitisation:

Not sensitizing to skin. No respiratory sensitization has been observed in the

workplace.

Mutagenicity:

Not mutagenic.

Carcinogenicity:

By analogy with similar substances, this substance is not expected to be carcinogenic.

Reproductive toxicity:

By analogy with similar substances, this substance is not expected to be toxic for

reproduction.

STOT - single exposure:

No known effects.

STOT - repeated exposure:

No known effects.

Aspiration hazard:

No hazards resulting from the material as supplied.

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SECTION 12. Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:

LC50/Danio rerio/96 hours > 100 mg/L

Acute toxicity to invertebrates:

EC50/Daphnia magna/48 hours > 100 mg/L

Acute toxicity to algae:

Algal inhibition tests are not appropriate. The flocculation characteristics of the

product interfere directly in the test medium preventing homogenous distribution which

invalidates the test.

Chronic toxicity to fish:

No data available.

Chronic toxicity to invertebrates:

No data available.

Toxicity to microorganisms:

ECO/activated sludge/0.5 h = 1000 mg/L (OECD 209)

Effects on terrestrial organisms:

Exposure to soil is unlikely.

Sediment toxicity:

Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:

Not readily biodegradable.

Hydrolysis:

Does not hydrolyse.

Photolysis:

No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow):

< 0

Bioconcentration factor (BCF):

~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc:~0

12.5. Other adverse effects

None.

SECTION 13. Disposal considerations

13.1. Waste treatment methods

Waste from residues / unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14. Transport Information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15. Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

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US SARA Reporting Requirements:

SARA (Section 311/312) hazard class: Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned

SECTION 16. Other information

NFPA and HMIS Ratings:

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 2. Hazards identification, SECTION 3. Composition/information on ingredients, SECTION 4. First aid measures, SECTION 11. Toxicological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

None.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

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CLARIFLOC C-358

Version: 15.01.b

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: <u>09/01/17</u> DEPT: <u>Utilities</u> MEETING DATE: <u>09/13/17</u>

DISCUSSION ITEM/TOPIC: Award request for bids #2018-5 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade Chemicals US LLC.

BACKGROUND/RATIONALE: Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$ 250.26 per wet ton.

Advertised: 07/28/17; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: August 15, 2017

Number of Bidders: 2 - Chemtrade Chemicals US LLC, Thatcher Company of Arizona

Lowest Bidder: Chemtrade Chemicals US LLC

Amount: \$250.26 per wet ton Budget Line Item: 640-0000-610-7104

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

CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS FINANCE DIRECTOR

(PROCURMENT)

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID AWARD ONLY)

CORINNA LASZLO-HENRY CITY ATTORNEY

(ALL CONTRACTS MUST BE

REVIEWED)

Approved to form 04/20/16

REQUEST FOR BIDS

the City Council Chambers,	Mexico will open Sealed Bids at 2:30 p.m., <u>flig 15</u> , 20 <u>17</u> at 1700 North Grand Avenue, Las Vegas, New Mexico, or other offices; ON THE FOLLOWING:
Standard Liquid Aluminum S	ulfate
	D TECHNICAL SPECIFICATIONS may be examined at the 1700 North Grand Ave, Las Vegas, NM 87701
	MS AND TECHNICAL SPECIFICATIONS may be obtained at the orth Grand Ave.,Las Vegas, NM 87701
Mexico 87701; with the enve Opening No envelope. It shall be the resp Clerk by the date and time delayed beyond the opening	essed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New ope marked: Standard Liquid Aluminum Sulfate
The City of Las Vegas reserved	es the right to reject any/or all bids submitted.
	EICHARD TRUJILLO, CITY MANAGER CORINNA LABZIO-HENRY, CITY ATTORNEY CASANDRA FRESQUEZ, CITY CLERK ANN M. GALLEGOS, PINANCE DIRECTOR HELENVIGIL, PURCHASING OFFICER
Opening No. 2018-5	Date Issued: 7/34/301
Date Issued: Published:	Albuquerque Journal July 38 .2017 Las Vegas Optic July 38 .2017 City website: www.lasvegasnm.gov July 38. 3017

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 17	700 North Grand
Avenue. Las Vegas, New Mexico, on or before 2:30 pm,Avg_15,	20_17 at which
time all bids received will be opened. An opening will occur at the City's Cour	ncil Chambers or
other designated area at the City Offices. Awarding of Bid is projected for	
, 20 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. <u>Enclose one (1) original and two (2) copies of Bid.</u>

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 <u>City Clerk</u> by the <u>Date and Time</u> 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 <u>Department</u> 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 <u>Bid Specifications</u>, <u>Opening Date</u>, <u>or Time Change</u> 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 <u>must be prior</u> 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, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. 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

rursuant to IRS requirements, bloder shall provide their rederal tax 10 Number it bloder is
ncorporated. 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 <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. 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 <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance</u> Department.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER:	
AUTHORIZED AGENT:	
ADDRESS:	
TELEPHONE NUMBER ()	
FAX NUMBER ()	
DELIVERY:	
STATE PURCHASING RESIDENT CERTIFICAT	
NEW MEXICO CONTRACTORS LICENSE NO.:	
BID ITEM (S):	
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. OF LAS VEGAS RESERVES THE RIGHT REJITECHINCAL IRREGULARITY IN THE FORM O AFFIDAVIT FOR FILING WITH STATE OF, of lawfull am the agent authorized by the bidder to submit bidder has not been a party to any collusion amo by agreement to bid at a fixed price or to refrain f as to the terms of said prospective contract, or all the contracts and the contract of the terms of said prospective contract, or all the contracts are contracts.	ECT ANY OR ALL BIDS AND TO WAIVE ANY F THE BID. H COMPETITIVE BID age, being of first duly sworn in oath, say that I the attached bid. Affiant further states that the ang bidders in restraint of freedom of competition from bidding; or with any city official or employee my other terms of said prospective contract; or in
any discussion between bidders with any city of other thing of value for special consideration in t	
Subscribed and sworn to before me, this	Signature day of, 20
(SEAL)	Notony Dublic Signature
	Notary Public Signature My Commission Expires:

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

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

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O, in water

Product Weight	11.1-11.2 lb/US gallon
----------------	------------------------

Molecular weight of dry alum (14 H2O product 594

pH, 1% solution (14 H20 product)

3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

	ninum Sulfate
A	\$
B	
C	\$
D	\$
E	\$
F	\$
G	\$
F	\$
G	\$
H	\$
l	\$
J	\$
К	\$
L	\$
M	\$
N	\$
O	\$
P	\$
Q	<u> </u>
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 Title (position)	Date
ride (position)	
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOT. (\$250) WERE MADE to an applicable publi representative.	
Signature	Date
Title (Position)	-

CITY OF LAS VEGAS RFQ/PROPOSAL/BID OPENING

DATE:	15-Aug-2017				OPENING NO.:	2018-05
TIME:	2:30 PM			DEPARTMENT:	WATER	
OCATION:	City of Las Vegas Chambers					
	1700 N. Grand Ave. Las Vegas, NM 87701					
ITEM(S):	STANDARD LIQUID ALUMINUM SULFATE					
			SUB			
	RECEIVED FROM:	AMOUNT	CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
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DATE	カーコーイー					

Primary Vendor

BID TABULATION STANDARD LIQUID ALUMINUM SULFATE

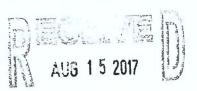
Bid No 2018-5 Opening 8/15/17 Award SEPT 2017

PRICES

		UNIVAR USA INC.	CHEMTRADE CHEMICALS US LLC	THATCHER CO. OF AZ
LIQUID ALUMINUM SULFATE (TON)				
PER CITY SPECS.	PER POUND	NO BID	\$0,12513	\$0.173
PER CITY SPECS.	PER TON	NO BID	\$250.26	\$346.00
		-		



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







August 10, 2017

The City of Las Vegas, New Mexico City Clerk 1700 North Grand Ave. Las Vegas, NM 87701

RE: Invitation to Bid – 2018-5 for Liquid Aluminum Sulfate

Dear Ms. Casteel;

Univar USA Inc. is in receipt of the above IFB due Tuesday, August 15, 2017 at 2:30 PM.

Unfortunately we are unable to bid on your requirements at this time. Univar does not have support in the area for this product.

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

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

Thank you,

Stacy Ziegler

Municipal Specialist Univar USA Inc. muniteam@univar.com

www.univar.com

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

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

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday - Friday 7:

7:30 am - 4:30 pm (MST)

in case of an emergency during non-business hours:

For Non-Chemical Emergencies:

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

For Chemical Related Emergencies:

ChemTrec:

(800) 424-9300

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

Office Phone:

(505) 842-6303 or (505) 842-0823

Office Fax:

(505) 243-1984

Karen Martinez

Sales Support Coordinator

Michelle Bergal

Customer Service

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

For anything pertaining to bids:

Please send all bid packets/documents to:

(Unless otherwise specified)

Univar USA Inc.

Attn: WER Muni Team

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univar.com

Jennifer Perras Municipal Specialist Phone: (253) 872-5000

Fax: (253) 872-5041

Jennifer.perras@univar.com

Roise Holiday Municipal Specialist (253) 872-5000 (253) 872-5041 Roise.Holiday@univar.com Stacy Ziegler Municipal Specialist (253) 872-5000 (253) 872-5041

Stacy.ziegler@univar.com

Remittance Address:

Standard Payment Terms:

Univar USA Inc. PO Box 849027 Dallas, TX 75284 Net 30 days

@COPY

REQUEST FOR BIDS

	1700 North Grand Ave	Bids at 2:30 p.m., Aug 15, 20 17 at nue, Las Vegas, New Mexico, or other WING:
Standard Liquid Aluminum S	ulfate	
The BIDDING FORMS AN following location: City Clerk		FICATIONS may be examined at the Las Vegas, NM 87701
Copies of the BIDDING FOR office of : City Clerk, 1700 N		PECIFICATIONS may be obtained at the as, NM 87701
Mexico 87701; with the enve Opening No envelope. It shall be the resp Clerk by the date and time delayed beyond the opening	elope marked :Standard L b. <u>2018-5</u> ; on the le consibility of the bidder to set for the bid request. I date and time, bid thus	1700 N. Grand Ave., Las Vegas, New iquid Aluminum Sulfateower left-hand corner of the submitted see that their bid is delivered to the City If the mail or delivery of bid request is delayed will not be considered. A public d representative is invited to attend.
The City of Las Vegas reser	ves the right to reject any	/or all bids submitted.
	CASANDI ANN M. G	TRUJILLO, CITY MANAGER LABZLO-MENRY, CITY ATTORNEY RA FRESQUEZ, ONY CLERK SALLEGOS, PINANCE DIRECTOR GIL, PURCHASING OFFICER
Opening No. <u> </u>		Date Issued: 7/34/3017
Date Issued: Published:	Albuquerque Journal _ Las Vegas Optic City website: www.lasve	July 28 , 2017 July 28 , 2017 egasnm.gov July 28 2017

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 & pm, Avg 15, 2017 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 ______, 20___. 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. <u>Enclose one (1) original and two (2) copies of Bid.</u>

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 <u>City Clerk</u> by the <u>Date and Time</u> 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 <u>Department</u> 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 <u>Bid Specifications</u>. <u>Opening Date</u>, or <u>Time Change</u> 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 <u>must be prior</u> 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, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. 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

NEW MEXICO TAX IDENTIFICATION NO. (CRS):

A THE CONTRACT OF THE CONTRACT OF STREET	Bidder shall provide their Federal Tax ID Number if Bidder is proprietorship or partnership then they shall provide their Social
Security Number. FEDERAL TAX ID NUMBER:	74-3104940
SOCIAL SECURITY NUMBER:	
NEW MEXICO TAX IDENTIFIC	ATION NUMBER
Mexico Gross Receipts Tax and	er (Section 7-10-5, N.M.S.A. 1978) if you are subject to New have not registered for a New Mexico (CRS) Tax Identification xico Taxation & Revenue Department at (505) 827-0700 for

03003072002

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: CHEMTRADE CHEMICALS US LLC	
AUTHORIZED AGENT:	
ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY	, NJ 07054
TELEPHONE NUMBER (800) 441-2659	
FAX NUMBER (973) 515-4461	
DELIVERY: 2-3 DAYS AFTER RECEIPT OF ORDER	
STATE PURCHASING RESIDENT CERTIFICATIO	N NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.:	N/A
BID ITEM (S): LIQUID ALUMINUM SULFATE FO	R WATER TREATMENT PLANT
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LA OF LAS VEGAS RESERVES THE RIGHT REJEC TECHINCAL IRREGULARITY IN THE FORM OF T	S VEGAS, NEW MEXICO 87701. THE CITY T ANY OR ALL BIDS AND TO WAIVE ANY
AFFIDAVIT FOR FILING WITH COUNTY OF MORRIS AFFIDAVIT FOR FILING WITH COUNTY OF MORRIS	OMPETITIVE BID
am the agent authorized by the bidder to submit th	e attached bid. Affiant further states that the
bidder has not been a party to any collusion among by agreement to bid at a fixed price or to refrain from as to the terms of said prospective contract, or any any discussion between bidders with any city offici	n bidding; or with any city official or employee other terms of said prospective contract; or in
other thing of value for special consideration in the	letting of a contract
Subscribed and sworn to before me, this 26TH	Signature PARUL KACHHIA-PATEL, MARKETING day of JULY 20 17 SPECIALIST
(SEAL)	Notary Public Signature
	My Commission Expires: Mary F Culver Netery Public New Jersey My Commission Expires 10-21-21

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

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

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O, in water

Product Weight	11.1-11.2 lb/US gallon
----------------	------------------------

Molecular weight of dry alum (14 H2O product 594

pH, 1% solution (14 H20 product)

3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

BID ITEM (S): Standard Liquid Aluminum Sulfate	
A. LIQUID ALUMINUM SULFATE (TON)	\$ \$516.00/DRY TON OR \$250.26 /WET TON
B	\$
C	\$
D	
E	\$
F	\$
G	\$
F	\$
G	\$
Н.	\$
J	\$
J	\$
K	\$
L	\$
M	\$
N	\$
O	\$
P	\$
Q	\$
R	
S	

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 Title (position)	Date
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL (\$250) WERE MADE to an applicable public representative	
Signature PARUL KACHHIA-PATEL	Date
MARKETING SPECIALIST Title (Position)	



DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel Lisa Brownlee

Ann Hopler

Paul Peters

Elizabeth Ryno

Leilina Gossa

Andrew Hoffman

Michele Schroeher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal

Corporate Secretary

90 East Halsey Road Parsippany, NJ 07054 Tel: 800-441-2659

Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

							- 2				
	Name (as shown on your income tax return). Name is required on this lin	e; do not leave this line blank.									
	CHENTRADE CHEMICALS CORPORATION										
6	2 Business name/disregarded entity name, if different from above										
page	CHENTRADE CHEMICALS US LLC (FEIN #74-3104940)										
s on pa		ne following seven boxes: pration Partnership	☐ Trust/e	slate	certa	empticain entituctions	ies, r	not i	ndividu	ials; s	to ee
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Print or type See Specific Instructions on	Note. For a single-member LLC that is disregarded, do not check LLC the tax classification of the single-member owner.			ve for		nption t e (if any		FAT	CA rep	orting	9
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bec	90 EAST HALSEY ROAD										
φ O	6 City, state, and ZIP code	**									
လိ	PARSIPPANY, NJ 07054										
	7 List account number(s) here (optional)										
Par	t I Taxpayer Identification Number (TIN)										
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Par	Certification					1, 1					<u> </u>
-	penalties of perjury, I certify that:										
1. Th	e number shown on this form is my correct taxpayer identification r	number (or I am waiting for	a number t	o be	issued	to me); an	d			
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4. The	FATCA code(s) entered on this form (if any) indicating that I am ex	empt from FATCA reporting	ng is correct								
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return	ividual or entity (Form W-9 requester) who is required to file an information with the IRS must obtain your correct taxpayer identification number (TIN) may be your social security number (SSN), Individual taxpayer identification	to backup withholding. By signing the filled-	See What is	backı							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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	r other amount reportable on an Information return. Examples of information include, but are not limited to, the following:	2. Certify that you are	e not subject	to ba	ckup wi	thholdi	ng, o	r			
• Form	1099-INT (interest earned or paid)	3. Claim exemption f									
• Form	1099-DIV (dividends, including those from stocks or mutual funds)	applicable, you are also any partnership income									OÎ .
• Form	1099-MISC (various types of income, prizes, awards, or gross proceeds)	withholding tax on fore									d
• Form broker	n 1099-B (stock or mutual fund sales and certain other transactions by s)	4. Certify that FATCA exempt from the FATCA	A reporting, I								
· Form	1099-S (proceeds from real estate transactions)	page 2 for further infor	mation.								

• Form 1099-K (merchant card and third party network transactions)



90 East Halsey Road Parsippany, NJ 07054 Tel: 1-800-441-2653 Fax: (973) 515-4461 www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel Marketing Specialist



Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:

Aqueous solution of aluminum sulfate

C.A.S.

10043-01-3 (Aluminum sulfate)

pH (neat) 1.4 - 2.6 Specific Gravity @ 21°C (70°F) 1.30 - 1.35 Freezing Point -16°C (4°F) Density, lbs./gal., US 10.8 - 11.3 Aluminum as Al, % 4.2 - 4.5 Aluminum as Al₂O₃, % 8.0 - 8.4

Aluminum as Al₂O₃, 76

Aluminum as Al₂(SO₄)₃•14H₂O (Dry Alum), %

46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport

Bulk car

275 US gal. one way container

55 US gal. plastic drum

Skipping regulations (US Dot / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear eye protection, protective clothing, and protective gloves. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour Emergency Number: USA (CHEMTREC) 800-424-9300 or Canada (CANUTEC) 613-996-6666. For additional information contact:

Syracuse Technical Center 315-478-2323 or 800-255-7589

Water Treatment Chemicals Customer Service 844-204-9675

CHE-5001P-1

Revision Date: October 27, 2015

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other mater, including, without firmitation, that the practice or application of any such information is free of patent infringement or other property misappropriate. Cellectivel purposes or any other matery contains the property of any such information in a few and infringement or other property misappropriates. Cellectively, "Chemitade Satisface (collectively, "Chemitade Collectively, "Chemita



Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations Revision Date: 08/09/16 Date of Issue: 05/01/15

Version: 1.4

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture Product Name: Liquid Alum

Alternate Name: Aluminum Sulfate, Liquid Formula: Al₂(SO₄)₃•14 H₂O (Dry Equivalent)

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC. 155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5 For SDS Info: (416) 496-5856 www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC - Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

Classification (GHS-US)

Met. Corr. 1 H290

Skin Corr. 1A H314

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of H-phrases: see section 16

Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

: Danger

Hazard Statements (GHS-US)

: H290 - May be corrosive to metals

H314 - Causes severe skin burns and eye damage

H318 - Causes serious eye damage H402 - Harmful to aquatic life

Precautionary Statements (GHS-US): P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear eye protection, protective clothing, protective gloves. P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing.

Rinse skin with water/shower.

P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position

comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove

Safety Data Sheet

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contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a doctor.

P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P405 - Store locked up.

P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, and

international regulations.

Other Hazards

composition.

Other Hazards Not Contributing to the Classification: Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Name	Product identifier	% (w/w)	Classification (GHS-US)
Water	(CAS No) 7732-18-5	30 - 60	Not classified
Sulfuric acid, aluminum salt (3:2)	(CAS No) 10043-01-3	30 - 60	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

^{*}As Al₂(SO₄)₃•14 H₂O (Dry Aluminum Sulfate).

The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200]. A range of concentration as prescribed by the Controlled Products Regulations has been used where necessary, due to varying

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

Description of First Aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible). **Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Rinse immediately with plenty of water. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes severe skin burns and eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

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Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces.

Advice for Firefighters

Precautionary Measures Fire: Not available

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection. **Hazardous Combustion Products:** Forms aluminum oxide, sulfur dioxide and/or sulfur trioxide at temperatures above 760°C (1400°F) or when dry alum is encompassed in a fire involving other burning materials.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, gas).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Eliminate ignition sources. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Material for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Collect spillage. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer, handling, to avoid excessive dust accumulation. Protect from moisture.

<u>Conditions for Safe Storage, Including Any Incompatibilities</u>

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

Incompatible Materials: Strong bases.

Special Rules on Packaging: Store in original container or corrosive resistant and/or lined container.

Specific End Use(s)

For professional use only.

SECTION 8: EXPOSURE CONTROLS PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing.

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Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical goggles or safety glasses.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved dust mask if dust has the potential to become airborne. **Environmental Exposure Controls:** Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State : Liquid

Appearance : Clear, light green, slight yellow, brow, amber, or orange like tint

Odor Chreshold : Odorless : Not available

pH : 1.4 - 2.6

Melting Point: Not applicableFreezing Point: -15.56 °C (4°F)Boiling Point: 101 °C (213.80 °F)Flash Point: Not flammable

Auto-ignition Temperature : Not available

Decomposition Temperature : Not available

Flammability (solid, gas) : Not applicable

Lower Flammable Limit: Not availableUpper Flammable Limit: Not availableVapor Pressure: Not availableRelative Vapor Density at 20 °C: Not available

Relative Vapor Density at 20 °C : Not available
Relative Density : Not available
Specific Gravity : 1.30 - 1.35

Solubility : Water: Completely miscible in water.

Partition Coefficient: N-Octanol/Water : Not available Viscosity : Not available

Explosion Data – Sensitivity to Mechanical Impact : Not expected to present an explosion hazard due to mechanical impact.

Explosion Data - Sensitivity to Static Discharge : Not expected to present an explosion hazard due to static discharge.

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Ignition sources. Incompatible materials. Moisture.

incompatible Materials: Strong bases. Metals.

Hazardous Decomposition Products: Oxides of aluminum. The decomposition products are corrosive and hazardous to health.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity: Not classified LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Causes severe skin burns and eye damage.

pH: 1.4 - 2.6

Serious Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

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Germ Cell Mutagenicity: Not classified

Teratogenicity: Not available **Carcinogenicity:** Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: May cause respiratory irritation.

Symptoms/Injuries After Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Symptoms/Injuries After Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or

conjunctiva

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)

LD50 Oral Rat

> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity Not classified

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1 in Accordance with DOT

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Hazard Class : 8

Identification Number : UN3264

Label Codes : 8
Packing Group : III
ERG Number : 154

14.2 In Accordance with IMDG

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Hazard Class : 8
Identification Number : UN3264

Packing Group: IIILabel Codes: 8EmS-No. (Fire): F-AEmS-No. (Spillage): S-B



Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

14.3 In Accordance with IATA

Proper Shipping Name

: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Packing Group

: 111

Identification Number

: UN3264

Hazard Class

: 8

Label Codes

. 0

ERG Code (IATA)

: 8 : 8L

14.4 In Accordance with TDG

Proper Shipping Name

: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Packing Group

: 111

Hazard Class

: 8

Identification Number

: UN3264

Label Codes

: 8

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Liquid Alum		
Clean Water Act		
Ingredient Name	Reportable Quantities	
Aluminum sulfate (10043-01-3)	5000 lb (2270 kg)	
Liquid Alum		
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard	

Water (7732-18-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

US State Regulations

Liquid Alum

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

- U.S. Massachusetts Right To Know List
- U.S. New Jersey Right to Know Hazardous Substance List
- U.S. Pennsylvania RTK (Right to Know) Environmental Hazard List
- U.S. Pennsylvania RTK (Right to Know) List

Canadian Regulations

Liquid Alum
WHMIS Classification

Class D Division 2 Subdivision B - Toxic material causing other toxic effects

Class E - Corrosive Material





Water (7732-18-5)

Listed on the Canadian DSL (Domestic Substances List)

WHMIS Classification Uncontrolled product according to WHMIS classification criteria

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

WHMIS Classification Class E - Corrosive Material

Revision Date: 08/09/16 EN (English US) SDS#: CHE-5001S 6/7

Safety Data Sheet

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This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date

: 08/09/16

Revision Summary

: Section 1

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA

Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3	
Eye Dam. 1	Serious eye damage/eye irritation Category 1	
Met. Corr. 1	Corrosive to metals Category 1	
Skin Corr. 1A	Skin corrosion/irritation Category 1A	
H290	May be corrosive to metals	
H314	Causes severe skin burns and eye damage	
H318	Causes serious eye damage	
H402	Harmful to aquatic life	

Party Responsible for the Preparation of This Document

CHEMTRADE LOGISTICS, INC. For SDS Info: (416) 496-5856

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care

Gestion responsable

7/7

Chemtrade North America SDS Template

Revision Date: 08/09/16 EN (English US) SDS#: CHE-5001S



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Wednesday, July 26, 2017 at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=CHEMTRADE&PlantState=Colorado+CO&

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue Syracuse, NY 13204 **United States** 315-478-2323 Visit this company's website (http://www.chemtradelogistics.com/main/)

Facility: Denver, CO

Sulfuric Acid

Trade Designation Sulfuric Acid (All Grades) **Product Function**

Max Use 50mg/L

Corrosion & Scale Control

pH Adjustment

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue Syracuse, NY 13204 **United States** 315-478-2323 Visit this company's website (http://www.chemtradelogistics.com/main/)

Facility: Denver, CO

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum, Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Sulfate

Trade Designation	Product Function	Max Use
Ferric Sulfate 50%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 60%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Number of matching Manufacturers is 2 Number of matching Products is 14 Processing time was 0 seconds



REQUEST FOR BIDS

the City Council Chambers	Mexico will open Sealed Bids at உல மு 1700 North Grand Avenue, Las Ve Offices; ON THE FOLLOWING:	p.m., <u>Aug 15</u> , 20 <u>17</u> at gas, New Mexico, or other
Standard Liquid Aluminum S	ulfate	
	ID TECHNICAL SPECIFICATIONS , 1700 North Grand Ave, Las Vegas, I	
	MS AND TECHNICAL SPECIFICATIOnth Grand Ave.,Las Vegas, NM 8770	
Mexico 87701; with the envelope. Opening Nenvelope. It shall be the respective by the date and time delayed beyond the opening	ressed to the City Clerk, 1700 N. Graplope marked: Standard Liquid Aluming on Solars; on the lower left-hambonsibility of the bidder to see that their set for the bid request. If the mail of date and time, bid thus delayed will be bidder or their authorized representations.	um Sulfate ad corner of the submitted r bid is delivered to the City or delivery of bid request is not be considered. A public
The City of Las Vegas reser	ves the right to reject any/or all bids su	ubmitted.
	Myle	CITY MANAGER ON PROPERTY ATTORNEY
Opening No. <u> </u>		Date Issued: 7/34/3017
Date Issued: Published:	Albuquerque Journal ביי אינע ביי ביי ביי ביי ביי ביי ביי ביי ביי בי	18 , 2017 18 , 2017 17 , 28 2017

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE_

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand
Avenue. Las Vegas, New Mexico, on or before 2:30 pm, Avg 15 2017 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
, 20 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. <u>Enclose one (1) original and two (2) copies of Bid.</u>

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 <u>City Clerk</u> by the <u>Date and Time</u> 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 <u>Department</u> 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 <u>Bid Specifications</u>, <u>Opening Date</u>, <u>or Time Change</u> 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 <u>must be prior</u> 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, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. 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: 86-0713495

SOCIAL SECURITY NUMBER: Not applicable,

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): Not applicable.

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. <u>Enclose one (1) original and two (2) copies of Bid documents.</u>

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 <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. 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 <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER:	THATCHER COMPANY OF ARIZONA, INC.		
AUTHORIZED /	AGENT: MAY A MANTE		
ADDRESS:	Craig N. Thatoher P. O. Box 27/407, Salt Lake City, UT 84127-0407		
TELEPHONE N	UMBER (623) 691-6499		
FAX NUMBER	(623 ₎ 691-6502		
DELIVERY:	Within 3 to 5 days after receipt of order.		
STATE PURCH	ASING RESIDENT CERTIFICATION NO.: Not applicable.		
NEW MEXICO	CONTRACTORS LICENSE NO.: Not applicable.		
BID ITEM (S):	A: Liquid Aluminum Sulfate		
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 SALT LAKE I Craig N. Thatcher , 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			
	between bidders with any city official concerning an exchange of money or any alue for special consideration in the letting of a contract.		
Subscribed and	Signature Craig N. Thatcher day of August , 20_17		
(SEAL)	Notary Public Signature WENDY G. RICHMOND My Commission Expires: January 11, 2019		
A 50 10 10 10 10 10 10 10 10 10 10 10 10 10	WENDY G. RICHMOND		

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

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

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O,in water

Product Weight	11.1-11.2 lb/US gallon
Molecular weight of dry alum (14 H2O product	594
pH, 1% solution (14 H20 product)	3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

BID ITEM (S):Standard Liquid Aluminum Sulfate		
A. Liquid Aluminum Sulfate	\$ 0.173/lb., "as is" basis	
B	\$	
C	\$	
D	\$	
E	\$	
F	\$	
G	\$	
F	\$	
G	\$	
H	\$	
1.	\$	
J	\$	
K	\$	
L	\$	
M		
N		
O	\$	
P		
Q		
R		
STOTAL		
TOTAL	\$ \$ <u>\$ 34,254.00</u>	

NOTE: Appendices A and B form part of our proposal.

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-			
	ATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ole public official by me, a family member of August 11, 2017			
Signature Craig N. Thatcher	Date			
President				
Title (Position)				

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326

Phone (623) 691-6499 Fax (623) 691-6502

APPENDIX A

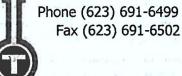
FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
 - (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326



APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326



Phone (623) 691-6499 Fax (623) 691-6502

August 2017

MAILING ADDRESS NOTICE FOR BIDS, REQUEST FOR QUOTATIONS, CONTRACTS/AGREEMENTS, INSURANCE REQUESTS

Contracts/agreements:

Craig N. Thatcher, President Thatcher Company of Arizona, Inc. P. O. Box 27407 Salt Lake City, UT 84127-0407 wendy.richmond@tchem.com

Requests for bids, quotations, certificate of insurance:

Wendy Richmond
Thatcher Company of Arizona, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Payments:

Thatcher Company of Arizona, Inc. P.O. Box 27407 Salt Lake City, UT 84127-0407

Order placement:

Dana Moussette
Thatcher Company of Arizona, Inc.
6321 So. Rainbow Road
Buckeye, AZ 85326
dana.moussette@tchem.com

Bid tabulation:

wendy.richmond@tchem.com ben.haynes@tchem.com