



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
October 14, 2020–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Avenue**

Members of the public are asked to wear a facemask and follow social distancing guidelines. The public is invited to address public input to the Council in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on October 14, 2020, addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT (comments limited to topics on current agenda, not to exceed 3 minutes per person and individuals must sign up at least 15 minutes prior to meeting) Public Input submitted to the City Clerk via email or fax will be read into the record.

VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Proclamation for “The Sesquicentennial Year of Celebration for the First United Presbyterian Church in Las Vegas, NM”
- Recognition for the Silver Threads of Northern New Mexico

VIII. COUNCILORS' REPORTS

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4

IX. APPROVAL OF MINUTES (September 9th, 16th, 19th and 29th, 2020)

X. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Fire Chief Montoya and Deputy Fire Chief Spann reporting on the fire hydrant testing results.

XI. BUSINESS ITEMS

1. Resolution No. 20-61 authorizing the execution of a local government planning grant agreement by and between the NM Finance Authority and the City of Las Vegas, in the amount of \$48,788.

Bill Hendrickson, Community Development Director The Grant Agreement is needed to create the Comprehensive Economic Development Plan that provides planning guidance to the City for the next five years.

2. Public hearing and adoption of Ordinance No. 20-12 to accept the City of Las Vegas 2020 Comprehensive Master Plan.

Bill Hendrickson, Community Development Director The Comprehensive Master Plan is updated every 5 years and reflects the goals & priorities of the City and the Community and provides guidance for the following 5 years. The plan, establishing community priorities, also provides justification for grant and capital outlay requests. Publication requirements have been met.

3. Public hearing and adoption of Ordinance 20-11, an ordinance imposing size limits on 6th Street, 7th Street, 8th Street, Mountain View Drive and Legion Drive and to repeal and replace Ordinance 05-16.

Daniel Gurule, Public Works Manager The Public Works Department has determined that Classes 7 and 8 (14+ tons) commercial vehicles have created a public safety concern for and upon the City's street infrastructure for 6th Street, 7th Street and 8th Street between Raynolds Avenue and University Avenue and Mountain View Drive between Grand Avenue and 7th Street, and Legion Drive between Grand Avenue and 7th Street.

4. Resolution No. 20-56 for submittal of a Section 5311 Grant application for FY22 Federal Transit Funds (October 2021 thru September 2022).

Marcelino Roybal, Transportation Manager Submittal of a Section 5311 Grant Application for FY22 Federal Transit Funds with a City match ratio of 80% State- 20% City for administrative expenses. 50% State- 50% City on operating expenses. No capital request for 2022. Total applied for is \$323,875. City match would equal \$123,455.

5. Request to award RFP #2021-01 for the risk assessment and emergency response plan to Control Cyber, Inc.

Maria Gilvarry, Utilities Director America's Water Infrastructure Act requires community drinking water systems serving more than 3,300 people to develop or update risk assessment by June 30, 2021 and emergency response plan by December 31, 2021.

6. Request to award RFB 2021-02 Solid Waste Facility Fire Suppression Project Re-Bid to lowest bidder, Hays Plumbing & Heating, Inc.

Maria Gilvarry, Utilities Director The City of Las Vegas Solid Waste facility is in need of construction improvements to the fire protection system. This is budgeted and will be paid out of line item 633-0000-650-8003.

7. Request to award RFB #2021-03 Peak Shaving Plant Demo Re-Bid to lowest bidder, Total Energy Corp.

Maria Gilvarry, Utilities Director Current peak shaving plant in Las Vegas is considered inoperable and needs to be removed for safety reasons per PRC recommendation. This project will be of no cost to the City of Las Vegas.

8. Resolution No. 20-59 repealing and replacing Resolution 14-48, Restructuring of the City of Las Vegas Organizational Chart.

Dr. William Taylor, City Manager As per the Municipal City Charter, Section 5.07. Departments. A. Subject to approval of the Governing Body, the city manager shall establish such departments as are necessary for efficient administration of the City.

9. Resolution No. 20-60 establishing the order of business of the Governing Body at its regular meetings.

Casandra Fresquez, City Clerk The Governing Body held a retreat on September 19, 2020 in which they determined the order of business for all regular council meetings.

10. Resolution No. 20-57 2022-2026 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Wanda Salazar, Senior Center Manager The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an ICIP. The ICIP is a five (5) 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.

11. Resolution No. 20-62 budget adjustments for the 2020-2021 Fiscal Year

Jesus Baquera, Finance Director The City of Las Vegas Finance Department is requesting revenue and expense budget increases in the following funds. Fund 771, CARES Act funding for municipalities in the amount of \$2,401,443.00. Fund 772, Cares Act funding for local small business in the amount of \$323,920.00. Fund 203, State Fire Grant in the amount of \$113,662.00 for the approved carry over that was not budgeted and \$106,165 which was an increase to the grant award amount but not budgeted and Fund 103, State Library Grant for Library Broadband Infrastructure in the amount of \$3,218.24.

12. Resolution No. 20-63 to update signature authority on accounts with Wells Fargo Bank.

Jesus Baquera, Finance Director The City of Las Vegas Finance Department is requesting the update of signature authority on the Wells Fargo Bank accounts. Update will include removal of the prior administration staff and add the current administration and staff, Mayor Louie A. Trujillo, and Finance Director, Jesus Baquera.

XII. 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.

XIII. ADJOURN

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

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

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 9, 2020 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriguez
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespín, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment of silence to recognize all the employees that returned to work at the City of Las Vegas, he was happy and grateful to have just about everyone come back to work. Mayor Trujillo was also grateful for the support and understanding from the community during this tough time and recognized all the hard working employees for their contributions to the City.

APPROVAL OF AGENDA

Councilor Ulibarri Jr., made a motion to approve the agenda as presented.

Councilor Montoya asked to change item number 6 to item number 1, due to the presenter being from Santa Fe.

Councilor Ulibarri Jr., made a motion to approve the agenda with the amendment to have item number 6 moved to item number 1. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriguez	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Trujillo spoke about the creation of a large volunteer group called Vecinos Juntos.

Mayor Trujillo introduced Leonard the dog from the Animal Welfare Coalition to show for adoption and advised the AWC accepts donations.

COUNCILOR'S REPORTS

Councilor Montoya advised he spoke with NMDOT chairman Walter Adams regarding the new signage on North Grand Avenue and the RFB was awarded to Franken Construction Company. Councilor Montoya advised the sign would say "Welcome to Las Vegas". Councilor Montoya advised he found a triangular piece of property by the Riverwalk during his tour and found that it belonged to PNM and thought it would be a great piece of property to join in the Gallinas River. Councilor Montoya advised City Manager Taylor and himself spoke with a PNM spokesperson to see if they could maintain that property for future use. Councilor Montoya advised it is located behind the trolley building at New Mexico Highlands University and asked for permission to proceed with PNM and will bring it back to Mayor and Council.

City Clerk Fresquez read a letter of support from the Hermit's Peak Watershed Alliance regarding the PNM property Councilor Montoya is interested in for the Gallinas River.

Mayor Trujillo commended PNM for their help.

Councilor Romero thanked Public Works Manager Daniel Gurule and his staff for placing speed bumps in the Creston area. Councilor Romero also advised setting up court costs to go towards public safety.

Mayor Trujillo recognized City Attorney Scott Aaron for working on a littering ordinance which would be the highest fine in New Mexico.

Councilor Ulibarri also thanked Public Works Manager Gurule and Code Enforcement.

Mayor Trujillo welcomed Ward 3 Councilor Elaine Rodriguez to her first council meeting.

Councilor Rodriguez advised she gets a lot of calls and thanked the Las Vegas Police Department for providing help with a concerned resident. Councilor Rodriguez advised she appreciates City employees for helping with information when she requests it.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a Proclamation for Black Lives Matter and Mayor Trujillo presented the Proclamation to Cameron Browning, Isaac Garcia, Akira Martinez-Crook, Jordan Kroeter, Alesa Darley and Julius McDade.

PUBLIC INPUT

City Clerk advised there was no public input.

PRESENTATIONS

Community Development Director Bill Hendrickson gave a presentation regarding information on the Cares Act Small Business Grant. Community Development

Director Hendrickson advised businesses to apply for the grant which has two stages.

Discussion took place regarding placing a cap for the application and the deadline for submission.

Councilor Ulibarri asked if there would be a committee that would handle the grant money.

Community Development Director Hendrickson advised there would be a committee of five people.

Councilor Ulibarri asked if a councilor could be on that committee.

Community Development Director Hendrickson advised he wouldn't see a problem with a councilor on the committee.

Councilor Ulibarri advised he would be interested in being on that committee.

Councilor Rodriguez asked if they would consider names that council suggests to be on the committee.

Discussion took place regarding potential conflicts within the committee.

Community Development Director Hendrickson advised the council to email him any suggestions for the committee.

Finance Director Jesus Baquera gave a presentation regarding information on the Cares Act Local Government Grant that the City of Las Vegas received. Finance Director Baquera advised the City will be reimbursing itself for expenditures that have already been incurred and any money left over will be used on non recurring expenditures for public safety related to the covid public health emergency.

Discussion took place regarding when DFA will have all the accounting done, how much was spent that was covid related and monies going towards police and fire.

Councilor Romero asked about purchasing laptops for those working from home.

Councilor Montoya thanked staff for applying for the Cares Act Local Government Grant.

Councilor Romero asked to be updated when the Finance department hears from DFA.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 20-53.

Heart Association Government Relations Director Mahesh Sita gave a brief presentation on tobacco prevention and stricter laws for sales of tobacco products to minors.

Councilor Montoya advised if resolution 20-53 gets approved and gets the support it needs then it will go to the Legislative Session.

Councilor Montoya made a motion to approve resolution No. 20-53. Councilor Romero seconded the motion.

Resolution 20-53 was presented as follows:

**City of Las Vegas, New Mexico
Resolution No. 20-53**

URGING THE LEGISLATURE OF THE STATE OF NEW MEXICO TO REPEAL THE STATUTORY PROVISIONS PREEMPTING STRICTER COUNTY AND MUNICIPAL REGULATION OF THE SALE OF CIGARETTES, TOBACCO PRODUCTS, AND ELECTRONIC SMOKING DEVICES.

WHEREAS, tobacco use continues to be a public health problem in New Mexico, as the American Heart Association reports that approximately 2,600 New Mexico residents die from smoking each year, and 40,000 New Mexico children alive today will die prematurely from smoking if nothing is done to reduce tobacco use;

WHEREAS, the New Mexico 2019 Youth Risk and Resiliency Survey (YRRS) indicated that 8.9% of New Mexico high school students smoked cigarettes on at least one day in the past 30 days, higher than the national rate of 5.8% that year; and

WHEREAS, the 2019 YRRS indicated 34.0% of high school students in New Mexico used electronic vapor products on at least one day in the past 30 days, higher than the national rate of 27.5% that year; and

WHEREAS, in 2019 5.9% of New Mexico high school students used chewing tobacco, snuff or dip on at least one day in the past 30 days, higher than the national rate of 4.8% in 2019; and

WHEREAS, 8.3% of high school students in New Mexico in 2019 smoked cigars, cigarillos or little cigars on at least one day in the past 30 days, higher than the national rate of 7.6% in 2019; and

WHEREAS, in 2020, the New Mexico State Legislature passed Senate Bill 131, later signed into law on March 4, 2020 as Chapter 46, part of which declares that the sales of cigarettes, tobacco products, and electronic smoking devices are matters of statewide concern; and

WHEREAS, by designating regulatory authority to the State, Chapter 46 preempts all local ordinances or regulations that govern the sale of cigarettes, tobacco products, and electronic smoking devices, thereby nullifying and voiding all conflicting existing local laws and regulations and restricting the ability of communities to address their own burden of tobacco use and addiction; and

WHEREAS, in 2015, the New Mexico Legislature passed Senate Bill 433 later signed into law on April 8, 2015 which repealed the provision (Section 30-49-11 NMSA 1978 being Laws 1993, Chapter 244, Section 11) to read, provided that local ordinances that pertain to the sale of e-cigarettes or nicotine liquid containers must be consistent with the provisions of the Tobacco Products, E-Cigarette and Nicotine Liquid Container Act; after "county", added "including a home rule municipality or urban county", after "tobacco products", added "e-cigarette or nicotine liquid containers", and after "Tobacco Products", added "E-Cigarette and Nicotine Liquid Container"; and

WHEREAS, prior to the enactment of SB 433, the counties had their own smoking and tobacco control ordinances, some of which were more stringent than the State laws regulating the sale or use of tobacco products; and

WHEREAS, one of the top objectives of the federal Office of Disease Prevention and Health Promotion's "Healthy People 2020" campaign is to "eliminate state laws that preempt stronger local tobacco control laws"; and

WHEREAS, the City of Las Vegas believes that statistical variations in tobacco usage by the public demonstrate that its people are unique and that the city/county should not be prevented from adopting their own tobacco control laws and regulations to address the specific needs of their communities; and

WHEREAS, the City of Las Vegas further believes that authorizing the counties and municipalities to further regulate the sale or use of cigarettes, tobacco products, and electronic smoking devices, is necessary to combat this public health problem;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the Governing Body hereby urges the Legislature of the State of New Mexico to repeal the statutory provisions preempting stricter county regulation of the sale of cigarettes, tobacco products, and electronic smoking devices; and

BE IT FINALLY RESOLVED that copies of this resolution be transmitted to the Mayor, the County Commission President, the Governor, the Speaker of the House of Representatives, and the President Pro Temp of the Senate.

APPROVED AND ADOPTED THIS ____ day of September 2020.

Louie A. Trujillo, Mayor

ATTEST:

Review and approved as legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

2. Conduct a public hearing and approval/disapproval to adopt Ordinance No. 20-07 to amend the Code of the City of Las Vegas, Chapter 148, Section 5, Subsection I, entitled "Fees".

Councilor Romero made a motion to enter into Public Hearing. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes
David G. Romero	Yes	Michael L. Montoya	Stepped Out

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez asked anyone who wished to speak on the issue, to stand and be sworn in. City Attorney Scott Aaron was sworn in.

City Attorney Scott Aaron advised the ordinance would only modify the fees portion of the vacant building maintenance license. City Attorney Aaron gave a brief explanation regarding the vacant build maintenance license.

Councilor Romero made a motion to close Public Hearing. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to approve the adoption of Ordinance No. 20-07 to amend the Code of the City of Las Vegas, Chapter 148, Section 5, Subsection I, entitled "Fees". Councilor Ulibarri Jr., seconded the motion.

Ordinance 20-07 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-07

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 148 Section 5, Subsection I, entitled “Fees”. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. Chapter 148 Section 5, Subsection I, entitled “Fees”, of the Code of the City of Las Vegas is hereby amended to read as follows:

§148-5(I). Fees.

(1) Property zoned as commercial, business, or industrial. A nonrefundable fee of \$50 shall be charged for processing each application for a vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon the City’s first approval of a property’s vacant building maintenance license, a license fee of \$300 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s). Upon the City’s second approval of a property’s vacant building maintenance license, a license fee of \$500 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s). Upon the City’s third or subsequent approval of a property’s vacant building maintenance license, a license fee of \$1,000 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s).

(2) Property zoned as anything other than commercial, business or industrial. A nonrefundable fee of \$50 shall be charged for processing each application for a vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon the City’s first approval of a property’s vacant building maintenance license, a license fee of \$150 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners. Upon the City’s second approval of a property’s vacant building maintenance license, a license fee of \$200 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners. Upon the City’s third or subsequent approval of a property’s vacant building maintenance license, a license fee of \$300 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners.

Section 3. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this ____ day of September, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes
Elaine Rodriquez	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

3. Conduct a public hearing and approval/disapproval to adopt Ordinance No. 20-11, an ordinance imposing gross vehicle weight limits on 6th Street, 8th Street, Mountain View Drive and Legion Drive and repeal and replace Ordinance 05-16.

Councilor Romero made a motion to enter into Public Hearing. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

City Attorney Aaron asked anyone who wished to speak on the issue, to stand and be sworn in. Public Works Manager Daniel Gurule was sworn in.

Public Works Manager Daniel Gurule advised they have a lot of issues of semis going through those roads and it's tearing up the roads because of the weight of the semis. Public Works Manager Gurule advised there are exceptions for City vehicles and any road construction.

Mayor Trujillo suggested that the language should state no 18 wheelers and asked if it would be a legal issue if the police pulled over a vehicle without having a proper mechanism to weigh the vehicle.

Police Chief Adrian Crespin was sworn in.

Councilor Ulibarri Jr., asked if there would be signs placed on these roads.

A lengthy discussion took place regarding how it would be enforced, whether the police department would be able to cite drivers without having proper certification, the recommendation to outlaw any 18 wheelers and the fees.

City Attorney Aaron suggested bringing the ordinance back to Mayor and Council after they make changes.

Councilor Romero made a motion to close Public Hearing. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to table the adoption of Ordinance No. 20-11, an ordinance imposing gross vehicle weight limits on 6th Street, 8th Street, Mountain View Drive and Legion Drive and repeal and replace Ordinance 05-16 and gave legal a directive to make the suggested changes. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

- 4. Conduct a public hearing and approval/disapproval to adopt Ordinance No. 20-10 to re-zone property located at 45-A Mountain View Drive, Las Vegas,

NM from C-3 (General commercial zone) to an R-1 (Single Family Residential Zone).

Councilor Romero made a motion to enter into Public Hearing. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriquez	Yes
David A. Ulibarri Jr.	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

City Attorney Aaron asked anyone who wished to speak on the issue, to stand and be sworn in. Planning and Zoning Coordinator Maria Perea was sworn in.

Planning and Zoning Coordinator Maria Perea advised Mr. Richard Peek wanted to change from a C-3 commercial zone to an R-1 residential zone.

Councilor Montoya made a motion to close Public Hearing. Councilor Ulibarri, Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised that the motion carried.

Councilor Ulibarri Jr., made a motion to approve the adoption of Ordinance No. 20-10 to re-zone property located at 45-A Mountain View Drive, Las Vegas, NM from C-3 (General commercial zone) to an R-1 (Single Family Residential Zone). Councilor Rodriquez seconded the motion.

Ordinance 20-10 was presented as follows:

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 20-10**

AN ORDINANCE GRANTING AN AMENDMENT TO THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM A C-3 TO R-1 FOR PROPERTY LOCATED AT 45-A MOUNTAIN VIEW DRIVE, LAS VEGAS, NEW MEXICO 87701.

WHEREAS, Richard Peek (“Owner”) is the owner of that certain real property located at 45-A Mountain View Drive, Las Vegas, New Mexico 87701, described as:

A certain Tract of land being Tract A-2-D, being a portion of Tract A-2-A situated with the City of Las Vegas, within the Las Vegas Land Grant, San Miguel County, New Mexico, as shown on P. David Archuleta & Associates, Inc. drawing No. 2002-007 containing 0.2255 acres, more or less, projected Section 14, Township 16 North, Range 16 east, N.M.P.M. (“Property”)

WHEREAS, pursuant to City Code 450-12 and 14-8, the City Council of the City of Las Vegas may make changes to the Official Zoning Map; and

WHEREAS, Owner petitioned the City Planning & Zoning Commission (“Planning & Zoning”) for an amendment to the Official Zoning Map of the City of Las Vegas (“City”); and

WHEREAS, on July 27, 2020, Planning & Zoning held a public hearing, after providing notice as required by law, for the purpose of receiving testimony and input regarding the amendment to the Property zoning designation in the City’s Official Zoning Map from C-3 (General Commercial) to R-1 (Single Family Residential); and

WHEREAS, on July 27, 2020, Planning & Zoning adopted a motion recommending approval of the Owner’s petition to modify the zoning of the Property in the City’s Official Zoning Map; and

WHEREAS, a copy of the survey of the Property dated January 24, 2002, performed by P. David Archuleta & Associates, Inc., and recorded at the San Miguel County Clerk’s Office on April 11, 2002, in Plat Book 40, Page 42, is attached hereto.

NOW, THEREFORE, BE IT ENACTED, by the City Council of the City of Las Vegas that the recitals and attachments are incorporated herein be reference and the Governing Body hereby amends the Official Zoning Map such that the zoning classification of the Property is changed from C-3 to R-1 effective immediately.

PASSED, ADOPTED, AND APPROVED this ____ day of September, 2020.

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

Cassandra Fresquez, City Clerk Scott Aaron, City Attorney

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

David A. Ulibarri, Jr.	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

5. Approval/Disapproval to publish Ordinance No. 20-12 to accept the City of Las Vegas 2020 Comprehensive Master Plan.

Community Development Director Bill Hendrickson advised there was input for changes to the comprehensive master plan and in October the ordinance would be adopted if approved and implemented.

Councilor Romero made a motion to approve publication of Ordinance No. 20-12 to accept the City of Las Vegas 2020 Comprehensive Master Plan. Councilor Ulibarri, Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriguez	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

6. Approval/Disapproval of Resolution No. 20-38 to support the EDA Grant Application by Las Vegas First IBA for Federal Economic Development Grant using Cares Act Funding for FY 21-22.

Community Development Director Bill Hendrickson advised allowing the City of Las Vegas to be the fiscal agent for the EDA grant. Community Development Director advised for the next two years with the EDA grant they won't have to use Lodgers Tax money for marketing and money from Lodgers Tax could be used for infrastructure.

Discussion took place regarding why there wasn't a letter of support from San Miguel County, if monies from this grant would go to other communities and what percentage would be going to other Northeastern communities.

Councilor Rodriguez suggested the money be recycled in the community.

Discussion took place regarding the amount that was requested and the amount actually received and why there was not a letter of support from the Chamber of Commerce. Further discussion took place if the City had to match the amount that was awarded and how much the City would recoup compared to the Northeastern communities.

Councilor Ulibarri, Jr., made a motion to approve resolution No. 20-38 to support the EDA Grant Application by Las Vegas First IBA for Federal Economic Development Grant using Cares Act Funding for FY 21-22. Councilor Rodriquez seconded the motion.

Resolution 20-38 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-38**

**A RESOLUTION TO SUPPORT THE APPLICATION BY LAS VEGAS FIRST INDEPENDENT
BUSINESS ALLIANCE FOR A FEDERAL ECONOMIC DEVELOPMENT GRANT FOR FISCAL YEAR
2021**

WHEREAS, the Cares Act has provided funding to the Economic Development Administration for grants to respond to the negative economic effects of Covid-19; and

WHEREAS, the Las Vegas Business First Alliance (“LVFBA”) will apply for a federal economic development administration grant for fiscal year 2021 (“Grant”), which requires a commitment to match 20% of the grant; and

WHEREAS, the Grant is intended to counter the economic and tourist impacts of Covid-19; and

WHEREAS, the City, in agreement with the Lodgers Tax Board, will contribute the required 20% of matching funds from the Lodgers Tax monies in order to benefit from the Grant; and

WHEREAS, the Grant Application has the backing of the NCNMEDD & EPCOG COGs, NM Tourism, participating counties and organizations; and

WHEREAS, the City agrees to serve as the fiscal agent for the funds.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals are incorporated herein by reference and the Governing Body hereby supports LVFBA’s application for the Grant, agrees to contribute the required 20% matching funds, and agrees to serve as the fiscal agent for the Grant monies.

APPROVED AND ADOPTED this ____ day of September, 2020.

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk Scott Aaron, City Attorney

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

Michael L. Montoya	Yes	Elaine Rodriquez	Yes
David A. Ulibarri, Jr.	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, and advised only those matters were discussed and no action was taken. Councilor Ulibarri, Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Casandra Fresquez advised the motion carried.

Councilor Romero made a motion to reconvene into regular session. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Casandra Fresquez advised the motion carried.

ADJOURN

Councilor Romero made a motion to adjourn. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David A. Ulibarri, Jr.	Yes
David G. Romero	Yes	Elaine Rodriguez	Yes

City Clerk Fresquez advised the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, SEPTEMBER 16, 2020 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Louie A. Trujillo

COUNCILORS: David Romero
David Ulibarri, Jr.
Elaine Rodriquez
Michael Montoya

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespin, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya prayed that God would give them guidance in making the right decisions for the community and for the safety of employees and the community.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was a recommendation from City Manager Taylor to remove Business Item #2, so that the said vehicles could be added to the auction which would be more cost effective.

Councilor Romero made a motion to approve the agenda with the said changes by City Clerk Fresquez. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	Elaine Rodriquez	Yes
David Romero	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Trujillo advised that Amnesty Day was scheduled for Saturday, September 19, 2020. He informed that Bill Hendrickson had made a draft application for Cares money for business assistance and they needed names submitted from Council for that committee. He advised that doggie bag stations were installed at City parks, mentioned the upcoming City Retreat on Saturday, September 19th and thanked the Optic for their coverage on the City's volunteer program.

Mayor Trujillo introduced "Hazel", a 1-2 year old, Border Collie/Shepherd mix dog that was ready for adoption at the AWC and reminded everyone that they accepted blankets, hay, pet food, as well as monetary donations.

COUNCILORS' REPORTS

Councilor Rodriguez reported on calls she had been receiving in regards to confusion of when the public could dump trash at the transfer station and asked if there could be clarification, and to possibly post a date of service that could be continuous for at least 1-3 weeks.

Councilor Montoya advised that PNM would be scheduling a meeting with the City regarding property exchange on the Riverwalk, that he and City Manager Taylor would be presenting at the Las Vegas City Schools Board meeting in regard to their interest of donating property to the City in the area of Old National and Cinder Road and the possibility of Legion Park playground being donated to the City for Hannah Park. He thanked City Manager Taylor for meeting the needs of the community at the time of Utilities being closed regarding effluent water.

Councilor Romero stated that a concern of his was in regards to the skunk population and asked if there were any solutions to this issue and that the previous administration recommended certifying Animal Control staff to do so.

City Manager Taylor advised that they would look into this issue.

MAYOR’S RECOGNITIONS/PROCLAMATIONS

None at this time.

APPROVAL OF MINUTES

Councilor Ulibarri, Jr. made a motion to approve the minutes for August 11th, 12th and 19th, 2020. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no Public Input at this time.

PRESENTATIONS

Mr. Michael Peranteau gave a lengthy detailed presentation regarding the vision of MainStreet and status updates of ongoing major projects.

Discussion took place regarding the ongoing MainStreet projects.

Community Development Director Bill Hendrickson gave a detailed presentation providing the status update of Code Enforcement activities.

Discussion took place regarding the Code Enforcement activities within the City.

CITY MANAGER’S REPORT

City Manager William Taylor gave a brief overview of current projects taking place as follows: Meeting with AWC/LVPD-Collaboration, Code 311, City of Las Vegas Retreat and the City of Las Vegas Online Auction officiated by Inventory Specialist Margaret Silva.

FINANCE REPORT

Finance Director Jesus Baquera presented the Finance Report for the month ending August 31, 2020, reporting the General Fund revenue at 18% and expenditures at 13%. He reported revenue for Enterprise Funds at 15% and expenditures at 11% and Recreation Department revenue at 15% and expenditures were at 16%. He added that Lodgers Tax revenue came in at 55% and expenditures were at 8% and advised there were no concerns to report for the month.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 20-51 approving the sale of obsolete city assets at an online auction.

Finance Director Jesus Baquera advised that it had been determined by the City of Las Vegas properties were overflowing with excessive surplus equipment and other items. He informed that a 10% fee would be an added charge to the bidder.

Discussion and questions took place regarding the process of the online auction.

Councilor Ulibarri, Jr. made a motion to approve Resolution No. 20-51 approving the sale of obsolete city assets at an online auction. Councilor Montoya seconded the motion.

Resolution 20-51 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-51

A RESOLUTION TO APPROVE THE SALE OF OBSOLETE CITY ASSETS AT AN ONLINE AUCTION

WHEREAS, The City of Las Vegas (“City”) owns and possesses certain inventoried obsolete and surplus assets: and

WHEREAS, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

WHEREAS, the City desires to hold an online auction in the fall of 2020; and

WHEREAS, the final approval for said online auction will be submitted to the Department of Finance for approval; and

WHEREAS, the City will benefit from sale and disposal of obsolete and surplus assets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body approves the sale of the inventoried obsolete and surplus assets.

PASSED, APPROVED AND ADOPTED this ____ day of August , 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Scott Aaron, City Attorney

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

David Romero	Yes	Elaine Rodriguez	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

2. Approval/Disapproval of Resolution No. 20-54 to transfer three (3) vehicles to Mora County Sheriff’s Office.

Police Chief Crespin advised that the Las Vegas Police Department wishes to transfer three (3) vehicles to Mora County Sheriff’s Department. Said vehicles are excess and have no value to the Police Department, they would serve a much better purpose to Mora County Sheriff’s Department.

Councilor Romero made a motion to approve Resolution 20-54 to transfer three (3) vehicles to Mora County Sheriff’s Office. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-54 was presented as follows:

**City of Las Vegas, New Mexico
Resolution No. 20-54**

A RESOLUTION DONATING THREE (3) VEHICLES TO MORA COUNTY SHERIFF'S DEPARTMENT.

WHEREAS, the City of Las Vegas ("City") wishes to transfer the three (3) vehicles described below ("Donated Vehicles") to Mora County Sheriff's Department ("MCSD"):

2003 Chevrolet Blazer, VIN 1GNDDT13X53K155845, mileage unknown
2008 Ford Crown Victoria, VIN 2FAFP71V68X139058, mileage unknown
2008 Ford Crown Victoria, VIN 2FAFP71V78X139067, mileage unknown

WHEREAS, the Donated Vehicles are excess and not needed for any essential government function, as they are no longer being used by the City's Police Department;

WHEREAS, the Donated Vehicles are being transferred to MCSD with the understanding that the Donated Vehicles may or may not meet current standards, and are being donated "AS IS";

WHEREAS, the City makes no representations regarding the status, quality or functionality of the Donated Vehicles, and MCSD shall not hold the City responsible for any cost associated with the Donated Vehicles upon MCSD taking possession of the Donated Vehicles, and MCSD shall, in writing, fully release the City, and hold the City harmless, from any claims or liabilities associated with the Donated Vehicles prior to MCSD taking possession of the Donated Vehicles.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the Governing Body hereby declares the Donated Vehicles to be excess property and not needed for any City purpose or function and that the Donated Vehicles may be released to the possession of MCSD upon the City's Attorney receiving the hold-harmless and release agreement from MCSD.

APPROVED AND ADOPTED THIS ____ day of September, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Review and approved as legal sufficiency only:

Scott Aaron, City Attorney

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

Michael Montoya	Yes	Elaine Rodriguez	Yes
David Ulibarri, Jr.	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to go into Executive Session to discuss personnel matters as permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
Elaine Rodriguez	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit Executive Session and advised that only discussion took place regarding personnel matters as permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978 and stated that no action was taken. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
Elaine Rodriguez	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to reconvene into Regular Session. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
Elaine Rodriguez	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David Romero	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Mayor, Louie A. Trujillo

ATTEST:

Cassandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL RETREAT HELD ON SATURDAY, SEPTEMBER 19, 2020 AT 9 A.M. AT THE ABE MONTOYA RECREATION CENTER

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriguez
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespín, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo was grateful to all the staff who helped with the set-up for the Council Retreat all while considering social distancing and was thankful for the refreshments. Mayor Trujillo asked for guidance to act in the best interest of the citizens and to continue to work together and do good for the community.

Councilor Rodriguez asked for a moment of silence for Supreme Court Justice Ruth Bader Ginsburg who passed away on Friday.

Mayor Trujillo welcomed everyone to the Council Retreat and advised it was a long time coming and hoped to get a lot done.

APPROVAL OF AGENDA

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

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

RETREAT PROGRAM

1. Working together: Rules of Procedure and Decorum

Councilor Romero asked about changing how the roll call vote is taken.

Councilor Ulibarri Jr. spoke about public input being changed to allow the public to speak on matters that are not on the agenda.

Mayor Trujillo advised he was trying to prevent any type of unsolicited comments or slander against the Governing Body and if they have any concerns or comments they have access via email or telephone.

Councilor Ulibarri Jr., advised when the public calls the City they don't get an answer back or the phone is busy.

Councilor Montoya advised he agreed with the Mayor and the constituents have their phone numbers and email and can address those concerns during their Councilors reports.

Councilor Romero also agreed with the Mayor and suggested emailing the agenda to those who don't have access to the website.

Councilor Montoya recommended on Resolution 20-17 as a roll call procedure when someone is sworn in to testify that both persons stand up and raise their right hand.

Councilor Rodriguez also agreed with the Mayor and advised if they don't limit public input then it pushes back the business items on the agenda by hours. Councilor Rodriguez stated the City does a great job with communicating numbers as she gets calls from constituents and advised others have asked about the meeting being on a radio station since they have no access to the website.

Mayor Trujillo advised the meetings are broadcasted on Comcast's local channel and are on Youtube.

Councilor Romero advised City Manager Taylor and himself met with Christopher Gutierrez from West Las Vegas Schools and he stated they are in the process of hiring New Mexico Highlands radio station and possibly working with them.

City Manager Taylor advised when they go into executive session instead of making two separate motions by exiting and then reconvening, that the motions be combined.

2. Format for Council Agendas

Discussion took place regarding Councilor Montoya's draft agenda format.

Mayor Trujillo requested that the Mayor's Appointments/Reports and the Mayor's Recognitions/Proclamations be combined.

City Clerk Frequez recommended having the City Manager's Report and the Finance Report on the agenda once a month.

Mayor Trujillo recommended the department reports being more concise.

Discussion took place regarding the City Charter stating having two meetings per month but having City Attorney Aaron look into having one meeting in December and January.

City Clerk Fresquez advised as per the Mayor they could cancel a meeting if needed for the months of November and December.

Councilor Romero recommended moving public input after the approval of the agenda.

Discussion took place regarding the format of the minutes.

Councilor Rodriguez recommended shortening the minutes because they are lengthy and the constituents could always go back and watch the video.

Mayor Tujillo advised he is all for efficiency if the minutes have what is required by law.

Councilor Montoya recommended if any councilor wants the minutes in verbatim then they can suggest it.

Councilor Romero agreed with Councilor Montoya that when stated for the record, that information would be included in the minutes.

Discussion took place regarding if Council wanted the language for business items to remain approval/disapproval, only approval or just what the item topic.

Attorney Scott Aaron recommended that only the item be placed on the agenda so the Council could determine the action they wanted. Mayor and Council agreed.

Mayor Trujillo thanked City Clerk Fresquez and her department for all they do and advised the minutes are impeccable and timely and never has trouble getting documents and packets on time.

City Clerk Fresquez recommended that when a motion is made to go into executive session, the subject to be discussed shall be stated with reasonable specificity in the motion as per the Open Meetings Act.

Mayor Trujillo thanked Councilor Montoya for helping with the structure of the agenda.

3. Charter Commission

Mayor Trujillo briefly spoke about purchasing a 311 system where all calls or concerns would be monitored.

City Attorney Scott Aaron spoke about the recommendations for potential candidates for the Charter Commission Committee. City Attorney Aaron advised the City charter must be reviewed every ten years. City Attorney Aaron advised he spoke to Randy Van Vleck from the New Mexico Municipal League regarding suggestions for updating and modifying the City charter.

City Manager Taylor advised the process for the Charter Commission Committee is choosing one candidate that was recommended from each ward and the Governing Body would then approve or disapprove those that were recommended.

Councilor Montoya thanked Mayor Trujillo for picking City Attorney Aaron for handling the process of the Charter Commission and changes needed for the City Charter.

4. Other Boards and Commissions' Vacancies

Loretta Martin Abreu spoke about revitalizing other boards, commissions and advisory committees and the process for filling those boards.

Mayor Trujillo suggested seeing what other municipalities were doing and to call the New Mexico Municipal League for more information.

Councilor Romero advised the terms under other boards, commissions and advisory committees states; the position is for four years and to make sure those that are still on the boards get their four years to serve.

City Manager Taylor recommended that all the boards, commissions and advisory committees have the same structure and bylaws.

Mayor Trujillo advised once he gets the recommendations for the boards, commissions and advisory committees he will take them to Council for approval.

City Attorney Aaron recommended an assessment be made on what the boards, commissions and advisory committees are expected to be doing.

Councilor Montoya advised the terms under other boards, commissions and advisory committees needs to be looked at and make sure those who are on boards, commissions and advisory committees are meeting regularly when they should be.

Councilor Romero suggested also opening up the recommendations for the boards, commissions and advisory committees to the public so they can recommend people and also have the youth involved.

Discussion took place regarding looking at both the City Charter and the Municipal Code so they could be consistent, adding an Economic Development board and focusing on the current boards first.

Mayor Trujillo recommended concentrating on the boards, commissions and advisory committees that are in the City Charter and then looking at others that could be beneficial.

5. City Organization with Organizational Charts

Human Resource Director Donna Castro gave a presentation regarding Organizational Charts for each department.

City Manager Taylor spoke about a Community Services Director and the Public Works and Streets departments being under the Utilities department.

Councilor Montoya agreed with City Manager Taylor.

Mayor Trujillo thanked City Manager Taylor for all his hard work and keeping the departments going.

Councilor Romero spoke about it being too much for so many departments being under the Utilities department.

Discussion took place regarding the Managers stepping in when a Director is unavailable.

Councilor Montoya agreed with joining the Public Works and Streets department with the Utilities department.

Discussion took place regarding the maintenance of vehicles, job descriptions, the drug testing policy and combining the City's job application and the Police departments job application.

Councilor Montoya asked how many employees are within the City of Las Vegas and how many vacancies there were.

HR Director Castro advised there were 236 employees and possibly 10 or more vacancies.

Discussion took place regarding the Region IV Task Force.

Councilor Rodriguez was concerned with names not on the Organizational charts but City Manager Taylor advised all the names and job titles are listed on the City's website under the different departments.

6. Capital Projects: Planning and Coordination

Community Development Director Bill Hendrickson gave an update about all the Capital Projects and the progress on the new City Hall.

Mayor Trujillo suggested moving the Executive Office to the new City Hall.

City Manager Taylor advised the Police Chief suggested the PD move there also and suggested taking a comprehensive look at other City buildings to move around.

Discussion took place regarding forming a legislative council made up of all entities.

Councilor Romero advised following the ICIP projects and the asset management plan.

7. Utilities Report

Utilities Director Maria Gilvarry gave a brief discussion regarding the Solid Waste Department, illegal dumping and the addition of other trash containers.

Discussion took place regarding illegal dumping, the length of overgrown weeds, improving on informing the public, the littering ordinance for the City of Las Vegas, the possibility of contracting with Waste Management, staffing issues and Capital Projects for Mountain View Drive for effluent water for soccer fields and sidewalks.

8. Public Works Report

Utilities Director Gilvarry gave a lengthy discussion regarding Sandbar Construction doing street striping, filling of potholes and repairs throughout the town, the use of crack seal to prevent potholes, different equipment needed, speed humps, speeding and the noise ordinance, the adoption and maintenance of medians, Street Projects, and Capital Projects.

9. Parks and Recreation

Parks and Recreation Director Stephen Aragon gave a lengthy discussion regarding reviving recreation programs such as the swimming pool, staffing, rebranding the recreation center to make it look updated, exchange of property with NMHU at the corner of Mills and Grand Avenue, exchange of property with PNM by the Riverwalk, various park improvements throughout the town, improvements at the pond for an ice skating rink, equipment needed such as lawn mowers, and weed eaters and a shop needed for vehicles and equipment.

10. Community Development

Community Development Director Bill Hendrickson gave a lengthy discussion regarding an update on the CARES funding small business application, application for the EPA grant to revive tourism after COVID-19, events within the community such as a blood drive, a birthday parade, Crop Walk, weddings at the Plaza Park, 720th departure, and public safety during events, concerns with filming in Las Vegas and a more centralized location for both Farmers' Markets.

11. Policy Issues

Police Chief Adrian Crespin gave a brief discussion regarding the relationship between the Police Department and the community, a new camera system and hot spots for officers and their vehicles, patrolling on the Riverwalk, necessary equipment, Animal Control Officers, and Public Service Aides.

MINUTES OF THE CITY OF LAS VEGAS SPECIAL COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 29, 2020 AT 5:30 P.M. IN THE CITY OF LAS VEGAS CITY COUNCIL CHAMBERS

MAYOR: Louie A. Trujillo

COUNCILORS: Elaine Rodriquez
Michael Montoya
David Romero
David Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager-*Absent*
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Adrian Crespin, City Attorney

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo prayed for our nation as we move into the election cycle, that the citizens' voices would be heard and votes be counted and prayed for peace for our nation and the well being of the entire nation and of our community.

APPROVAL OF AGENDA

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

Elaine Rodriquez	Yes	Michael Montoya	Yes
David Romero	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no Public Input at this time.

BUSINESS ITEMS

1. Approval of Resolution 20-58 to enter into a repayment agreement between the City of Las Vegas and the United States Department of Housing and Urban Development.

Northern Regional Housing Authority Deputy Director Natasha Martinez advised that in February 2016, the Department and City of Las Vegas (COLV) entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA). The COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes 79,672 on the agreement. The Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005.

Ms. Martinez advised that the City of Las Vegas had agreed to pay HUD \$3,584,000.00 based upon the departments' audit report dated 2019 with funds derived from non-federal sources for the total amount owed being \$3,663,672.00. She informed the eighth recital on the resolution stated that the repayment agreement would be paid off by June 31, 2046, giving the City 25 years as opposed to previously having 10-15 years and the payment would be \$150,000.00 a year.

Ms. Martinez advised that there were 15 properties in question that had not been released and were still held in trust with the Housing and Urban Development and there would be a partial release of declaration of these properties once this agreement was taken to the HUD Field Office. Ms. Martinez stated that this situation caused many issues for these homeowners regarding refinancing loans or selling of homes. She advised that within the agreement, HUD would work with the City regarding payment and resolving issues that may occur with funding.

Mayor Trujillo stated that they appreciated HUD opening up the dialogue again with the City and the City coming in good faith, doing what they have to do for the community. He personally thanked the Department of Housing and Urban

Development and everyone who had part in this agreement and thanked Ms. Martinez for all her hard work as well.

Councilor Montoya stated that the Finance Director and City Manager were not present to answer questions and stated that he had concerns about the payment of \$150,000.00 for the next 25 years and asked if it would cause hardship to the City. He spoke on the history of this issue and recalled the approval from HUD at the time he was on the Council, he stated the situation took a wrong turn soon after that and expressed how disappointed he was that this was not addressed sooner.

Councilor Ulibarri, Jr. thanked Ms. Martinez and the Housing Department for all their hard work regarding the agreement, he felt it was unfortunate it had taken this long to resolve this issue and how it had affected the City and everyone involved. He was happy that the City was moving forward.

Councilor Rodriguez stated that the City was a steward of the community's money and that it was unfortunate that this had occurred and the opportunities not taken years ago by previous administrations to resolve this issue. She advised that she had done some research on the matter and would continue to do more research to get a better understanding of how this could have gone on for so long.

Ms. Martinez gave a detailed history overview regarding the HUD program and the selling of several homes to ineligible buyers.

Councilor Romero acknowledged and thanked the HUD Albuquerque Field Office for their help throughout the years and thanked the Division Director Julian Barela as well. He stated that in government, it took a team to resolve issues as these and thanked this administration for moving forward and thanked Mayor Trujillo for his leadership.

Councilor Montoya asked if the building bought for the Veterans by the City on North Gonzales with Housing money, was paid for and belonged to the City.

Ms. Martinez clarified that it was on Church Street, that HUD had purchased it with Homeownership money and that the City bought it back so that payment agreement got decreased by \$115,000.

Councilor Romero made a motion to approve Resolution 20-58 to enter into a repayment agreement between the City of Las Vegas and the United States Department of Housing and Urban Development. Council Ulibarri, Jr. seconded the motion.

Resolution 20-58 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 20-58**

A RESOLUTION ADOPTING THE REPAYMENT AGREEMENT AS PRESENTED
BETWEEN THE CITY OF LAS VEGAS (COLV) THE UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT (DEPARTMENT)

WHEREAS, In February 2016, the Department and COLV entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA), and

WHEREAS, the COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes \$79,672 on the agreement, and

WHEREAS, the Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005, and

WHEREAS, the COLV has agreed to repay a total of \$3,584,000 based upon the Department's Audit Report dated December 2019 with funds derived from non-federal sources, for a total owed of \$3,663,672 on the date of this agreement, and

WHEREAS, the Las Vegas Housing Authority, (LVHA) a division of the COLV's primary government which receives federal funds for the purpose of operating and improving low-rent public housing in Las Vegas, New Mexico is in the process of assigning its Annual Contributions Contract with HUD to the Northern Regional Housing Authority (Assignee), a public body corporate established in accordance with NMSA 11-3A, and

WHEREAS, upon the Department's approval of the ACC transfer, all monies owed under this agreement will be owed to Northern Regional Housing Authority to be used for purposes of the Public Housing program, and

WHEREAS, the Department has agreed that as long as COLV complies with the terms of this Repayment Agreement, not to assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report.

WHEREAS, the Department has agreed that as long as COLV agrees to the terms of this repayment agreement to be paid off by June 31, 2046. The Department will issue a partial Release of the Declaration of Trust for the fifteen (15) properties sold to ineligible buyers as detailed in the forementioned audit report.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, COLV and the Department, each for themselves and their respective successors and assigns agree to the repayment agreement presented to this City Council.

Passed, Approved and Adopted this _____ day of September, 2020.

Mayor Louie Trujillo

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Scott Aaron, City Attorney

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

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
Elaine Rodriquez	Yes	David Romero	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

There was no need for an executive session.

ADJOURN

Councilor Romero made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriguez	Yes	David Romero	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/28/2020 DEPT: Community Development MEETING DATE: 10/14/2020

ITEM/TOPIC: Approve/Disapprove Resolution 20-61 Authorizing the execution of a local government planning grant agreement by and between the NM Finance Authority and the City of Las Vegas, in the amount of \$48,788.

ACTION REQUESTED OF COUNCIL: Approval

BACKGROUND/RATIONALE: The Grant Agreement is needed to create the Comprehensive Economic Development Plan that provides planning guidance to the City for the next five years.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: N/A

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:

WILLIAM TAYLOR, CITY MANAGER
** via Telephone*



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

 10-7-20

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS
RESOLUTION NO. 20-61

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CITY OF LAS VEGAS, New Mexico (THE "GRANTEE"), IN THE AMOUNT OF \$48,788 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF COMPREHENSIVE ECONOMIC DEVELOPMENT PLAN WITH LEDA, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT 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 GRANT AGREEMENT.

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

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing political subdivision, in good standing under the general laws of the State of New Mexico and more specifically political subdivision, as amended;

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount, and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; 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 Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF LAS VEGAS, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated October 23, 2020.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to create a comprehensive economic development plan that updates the City's LEDA ordinance and that will incorporate planning elements related to community development, land use, zoning, infrastructure including water and wastewater, transportation, housing, public health and safety.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum 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 Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$48,788 and the availability of the Local Match or other funds, if applicable, to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$48,788.

Section 6. Approval of Grant Agreement. The form of the Grant 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 Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable

and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. 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 Grant 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 Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. 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 12. Repealer Clause. All bylaws, orders, resolutions, 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 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary

to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS OCTOBER 14, 2020.

CITY OF LAS VEGAS

By _____
Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (_____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Signature page follows.]

CITY OF LAS VEGAS, New Mexico

By _____
Louie A. Trujillo, Mayor

By _____
Casandra Fresquez, City Clerk

(SEAL)

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

I, Casandra Fresquez, City Clerk, the duly qualified and acting record-keeping officer of the City of Las Vegas, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the City of Las Vegas, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at City Council Chambers, 1700 N Grand Ave, Las Vegas, New Mexico 87701, on October 14, 2020 at the hour of 5:30 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 20-33, dated July 15, 2020, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this October 23, 2020.

CITY OF LAS VEGAS, New Mexico

By _____
Casandra Fresquez, City Clerk

(SEAL)

EXHIBIT "A"

Notice of Meeting

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee 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 Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. 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 Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least April 25, 2019, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Mayor: Louie A. Trujillo

City Council: Michael Montoya
Dr. Elaine Rodriguez
David Romero
David Ulibarri

City Clerk: Casandra Fresquez

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee 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 Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, City Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee 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.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at City Council Chambers, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 20-33 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on July 15, 2020, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

19. The Mayor and City Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Grantee this October 23, 2020.

CITY OF LAS VEGAS, New Mexico

(SEAL)

By _____
Louie A. Trujillo, Mayor

By _____
Casandra Fresquez, City Clerk

\$48,788

PLANNING GRANT AGREEMENT

dated

October 23, 2020

by and between

NEW MEXICO FINANCE AUTHORITY

and

**CITY OF LAS VEGAS
San Miguel County, New Mexico**

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated October 23, 2020, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and the City of Las Vegas, New Mexico (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, §6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing political subdivision, in good standing under the general laws of the State and more specifically political subdivision, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of \$48,788 from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings 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):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Mayor or City Clerk of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Council of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Forty-Eight Thousand Seven Hundred Eighty-eight Dollars (\$48,788).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means City of Las Vegas, San Miguel County, New Mexico.

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

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a comprehensive economic development plan with LEDA, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. _____ adopted on October 14, 2020, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) **Binding Nature of Covenants.** All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) **Personal Liability.** No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or

agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision duly organized and existing under the statutes and laws of the State, specifically political subdivision, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document consisting of a comprehensive economic development plan with LEDA to address planning elements related to community development, land use, zoning, infrastructure including water and wastewater, transportation, housing, public health and safety as well as create an economic development plan that updates the City's LEDA ordinance, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the

governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder 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) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on April 25, 2019.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the

Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

**ARTICLE VII: COMPLIANCE WITH LAWS AND RULES;
OTHER COVENANTS**

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee 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 carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee 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 Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

**ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR
ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. To the extent permitted by law, the Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall, to the extent permitted by law, defend the Finance Authority and its designee, if any, in any such action or proceeding.

[Remainder of page intentionally left blank.]

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority 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, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. 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 or 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 IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. 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 Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions 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 9.6. No Additional Waiver Implied by One Waiver. 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.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Las Vegas
Attn: Mayor or City Clerk
1700 N Grand Avenue
Las Vegas, New Mexico 87701

And if to the Finance Authority, then to:

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

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. 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 Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement 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 10.7. Execution in Counterparts. This Grant 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 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. 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 Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on April 25, 2019, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

CITY OF LAS VEGAS

By _____
Louie A. Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

EXHIBIT "A"

TERM SHEET

Grantee: City of Las Vegas

Project Description: Preparation of a Planning Document consisting of a comprehensive economic development plan with LEDA to incorporate planning elements related to community development, land use, zoning, infrastructure including water and wastewater, transportation, housing, public health and safety as well as create an economic development plan that updates the City's LEDA ordinance. The City's current Comprehensive Plan was completed in 2011.

Total Grant Amount: \$48,788

Local Match: \$0

Closing Date: October 23, 2020

EXHIBIT "B"
FORM OF REQUISITION

RE: \$48,788 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Las Vegas, San Miguel County, New Mexico ("Grantee"), Finance Authority Grant Number PG-4947 (the "Grant Agreement").

Closing Date: October 23, 2020

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____
PAYMENT AMOUNT: \$ _____
NAME AND ADDRESS OF PAYEE: _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____ By: _____
Authorized Officer of the Grantee
Print Name: _____
Title: _____

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/10/2020 **DEPT:** Community Development **MEETING DATE:** 10/14/2020

ITEM/TOPIC: Public Hearing for Approval/Disapproval to Adopt Ordinance 20-12 to Accept the City of Las Vegas 2020 Comprehensive Plan.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval

BACKGROUND/RATIONALE: The Comprehensive Plan is updated every 5 years and reflects the goals & priorities of the City and the Community, and provides guidance for the following 5 years. The plan, establishing community priorities, also provides justification for grant and capital outlay requests.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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:

* Via telephone

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 20-12**

**AN ORDINANCE ADOPTING THE CITY OF LAS VEGAS
UPDATED COMPREHENSIVE MASTER PLAN**

WHEREAS, the Comprehensive Master Plan is a long-range policy guide to decisions about the physical development of the City of Las Vegas (“City”), addressing land use, transportation and storm drainage, economic development facilities and parks, utilities, greenhouse gas emissions, hazards mitigation and implementation; and

WHEREAS, the City adopted a Comprehensive Plan in 2011 which requires modification regarding changes in the community, a current and more detailed assessment of conditions and ways to better meet needs of the community, changes in City priorities, and clarifications and changes in policy directions; and

WHEREAS, New Mexico law authorizes the City Council to adopt a comprehensive master plan which makes recommendations on a variety of subjects; and

WHEREAS, pursuant to the City’s grant agreement with the New Mexico Department of Finance and Administration Local Government Division, in order for the City to receive a planning grant for the preparation of an updated comprehensive plan, the City Council is required to adopt the updated comprehensive plan by City ordinance and

WHEREAS, while adoption of an updated comprehensive plan by ordinance signifies the importance of the document as a guide regarding future City decisions, this Council’s adoption of an updated comprehensive plan does not change the advisory nature of the plan, does not make the plan a regulatory document nor does it mandate that all recommendations in the plan be followed; and

WHEREAS, the proposed 2020 Comprehensive Master Plan was developed through a detailed review of the 2011 Comprehensive Plan, research and analysis of current demographic and socio-economic information, various analysis of land use, streets, storm drainage, City facilities, and parks and infrastructure, and evaluation of the City zoning code; and

WHEREAS, many public and one-on-one meetings occurred with the Kickoff on October 18, 2019 with several steering committee meetings, two community surveys (pre and post Mayors), several economic development workshops and focus group meetings, meetings with NMHU and City schools, and extensive discussions with City staff; and

WHEREAS, with the advent of the COVID-19 virus in March 2020, meetings and interviews continued and were held via Zoom or telephone and a Plan Progress Presentation to Council on July 8, 2020; and

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby:

1. Finds that the Comprehensive Master Plan is a long-range policy guide regarding about the physical development of the City; and
2. Adopts the City of Las Vegas Comprehensive Master Plan shown in Attachment A.

PASSED, ADOPTED, AND APPROVED this _____ day of September, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/25/2020

DEPT: Public Works

MEETING DATE: 10/14/2020

ITEM/TOPIC: Public Hearing and adoption of Ordinance 20-11

ACTION REQUESTED OF COUNCIL: Conduct a public hearing and approval/disapproval to adopt Ordinance 20-11, an ordinance imposing size limits on 6th Street, 7th Street, 8th Street, Mountain View Drive and Legion Drive and to rescind and replace Ordinance 05-16.

BACKGROUND/RATIONALE: The Public Works Department has determined that Classes 7 and 8 (14+ tons) commercial vehicles have created a public safety concern for and upon the City's street infrastructure for 6th Street, 7th Street and 8th Street between Raynolds Avenue and University Avenue, and Mountain View Drive between Grand Avenue and 7th Street, and Legion Drive between Grand Avenue and 7th Street.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 20-11**

AN ORDINANCE RESTRICTING CERTAIN LARGE VEHICLES ON 6TH STREET, 7TH STREET, 8TH STREET, MOUNTAIN VIEW DRIVE AND LEGION DRIVE, AND TO RESCIND AND REPLACE ORDINANCE 05-16.

WHEREAS, the City of Las Vegas (“City”), through its Public Works Department, has determined that the use of the City’s residential streets by certain large vehicles (classes 7 and 8) is incompatible with the normal and safe movement of traffic, and has created a public safety concern for and upon the street infrastructure for 6th Street between Raynolds Avenue to University Avenue, 7th Street between Raynolds Avenue and University Avenue, 8th Street between Mills Avenue and University Avenue, Mountain View Drive between Grand Avenue to 7th Street, and Legion Drive between 7th Street and Grand Avenue (collectively “Affected Roads”); and

WHEREAS, NMSA 66-7-415 authorizes local authorities to prohibit the operation of trucks and other commercial vehicles and to impose limitations on designated streets by appropriate signage placed on such streets; and

WHEREAS, City Municipal Code 12-6-2.16 authorizes the City’s Governing Body to regulate or prohibit the use of any controlled-access street within its jurisdiction by any class or kind of traffic which is found to be incompatible with the normal and safe movement of traffic; and

WHEREAS, the City desires to prohibit the use of “through traffic” on the Affected Roads by certain large vehicles (classes 7 and 8) which provide services to, or transport goods to or from, any property zoned as anything other than R-1 (“Restricted Vehicles”), with the exemption of City vehicles and road machinery engaged in the construction or maintenance of the Affected Roads; and

WHEREAS, the City desires to amend the City’s Penalty Assessment Program 12-12-1.2 to create a penalty for violations of this ordinance, and to simultaneously rescind City Ordinance No. 05-16 and replace it with this ordinance.

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby:

1. Finds that Restricted Vehicles are incompatible with the normal and safe movement of traffic regarding the Affected Roads;
2. Declares that the Affected Roads are controlled-access streets within the City’s jurisdiction for the purposes of this ordinance;
3. Approves the prohibition of, and the posting of prohibition signage regarding, Restricted Vehicles from using, accessing, parking, driving or otherwise being located upon 6th Street between Raynolds Avenue to University Avenue, 7th Street between Raynolds Avenue and

University Avenue, 8th Street between Mills Avenue and University Avenue, Mountain View Drive between Grand Avenue to 7th Street, and Legion Drive between 7th Street and Grand Avenue;

4. Directs that all Restricted Vehicles accessing any properties located on or north of Mills Avenue, or accessing properties located on 7th Street north of Mills Avenue, shall use Grand Avenue, Mills Avenue and 7th Street north of Mills Avenue to access said properties;

5. Creates a penalty in the amount of \$250.00 for a first time violation of this ordinance and \$350.00 for a second, and each subsequent, violation of this ordinance, which is hereby added to the City's Penalty Assessment Program, City Code 12-12-1.2; and

6. Rescinds City Ordinance 05-16, and replaces it with this ordinance.

PASSED, APPROVED AND ADOPTED this _____ day of September, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Eugene A. Romero	Yes	Tony E. Marquez, Jr.	Yes
Michael Gallegos	Yes	Michael L. Montoya	Yes
Arthur Vigil	Yes		

City Clerk Yara re-read the motion and advised that the motion carried.

18. Approval or denial of Ordinance No. 05-16, Weight Limitation – Legion Drive, 7th Street and Calle Eldorado.

Police Chief Tim Gallegos advised Mayor and Council that this proposed Ordinance would put a weight limit of 14 tons on Legion Drive between 7th Street and Calle Eldorado, allowing for larger truck access to the hospital.

Councilman Vigil moved for approval of Ordinance No. 05-16. Councilman Montoya seconded the motion.

Ordinance No. 05-16 was presented as follows:

CITY OF LAS VEGAS
ORDINANCE NO. 05-16

WHEREAS, the City of Las Vegas through its Public Facilities Department has determined that commercial and light duty vehicles with a gross vehicle weight (GVW) in excess of 28,000 pounds (14-ton) are presently creating a public safety concern, upon and through the City's infrastructure known as Legion Drive, between 7th Street and Hospital Drive, within the City of Las Vegas, New Mexico, in as much as such street is partially within a School and Residential Zone; and

WHEREAS, Section 66-7-415, NMSA 1978 as amended, authorizes local authorities to prohibit the operation of trucks or other commercial vehicles and to impose limitations as to the size or weight thereof on designated streets in areas which are primarily residential by appropriate signs placed on such streets; and

WHEREAS, the Governing Body of the City of Las Vegas wishes to prohibit the use for "through traffic" on Legion Drive, between 7th Street and Hospital Drive, within the City of Las Vegas, New Mexico, by operators of commercial and light duty vehicles with a gross vehicle weight (GVW) in excess of 28,000 pounds (14-ton). The prohibition shall not apply to fire apparatus or road machinery engaged in street construction or maintenance.

NOW THEREFORE BE IT, AND IT HEREBY IS, ORADINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that it does hereby prohibit the use for "through traffic" of Legion Drive, between 7th Street and Hospital Drive, within the City of Las Vegas, New Mexico, by operators of commercial and light duty vehicles with a gross vehicle weight (GVW) in excess of 28,000 pounds

(14-ton). This prohibition shall not apply to fire apparatus or road machinery engaged in street construction or maintenance.

IT IS FURTHER ORDAINED that the Public Facilities Department shall erect, or cause to be erected and maintained, signs designating the provisions of this Ordinance at each end of Legion Drive, (at the intersection of Seventh Street and Legion Drive, Hospital Drive and Legion Drive and North Grand Avenue and Legion); and that notice thereof be given in writing to the public and Motor Transportation Division of the State of New Mexico authorized to issue special permits there under; and law enforcement agencies within the City of Las Vegas are authorized to enforce this Ordinance and persons found guilty of violation of this Ordinance shall be punished pursuant to law.

Mayor Sanchez asked for a roll call vote. Roll call was taken and reflected the following:

Cruz E. Roybal, Jr.	Yes	Louie A. Trujillo	Yes
Eugene A. Romero	Yes	Tony E. Marquez, Jr.	Yes
Michael Gallegos	Yes	Michael L. Montoya	Yes
Arthur Vigil	Yes		

City Clerk Yara re-read the motion and advised that the motion carried.

- 19, Public Hearing to determine whether to approve or deny an application for Transfer of Ownership of existing Liquor License from Highway General Market, Inc., 227 South Pacific, Las Vegas, New Mexico, requested by El Paisano Food & Gas, Carlos & Lucia Andre,

Councilman Trujillo advised that he understands that these people have been in the liquor business for over a year and have recently been cited for selling liquor without a license, which is a fourth degree felony, and asked why this issue is in front of the governing body tonight.

City Attorney Garduno-Montoya advised that the application is received by the department of Alcohol and Gaming and have given their preliminary approval and have sent it to the governing body for their decision.

Councilman Trujillo advised that it is his understanding that Santa Fe cannot approve it if the governing body does not.

City Attorney Montoya advised that Council must take action within 45 days and part of the criteria is that the governing body may disapprove the issuance or transfer of the license if one of three items is met, 1. the proposed location is in an area where the sale of alcoholic beverages is prohibited by the State of New Mexico, or 2. the issuance or transfer would be in violation of zoning or other ordinances of the governing body, or 3. the issuance or transfer would be

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/10/2020

DEPT: Transportation

MEETING DATE: 10/14/2020

ITEM/TOPIC: Resolution No. 20-56 for Submittal of a Section 5311 Grant Application for FY22 Federal Transit Funds(October 2021 thru September 2022)

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 20-56

BACKGROUND/RATIONALE: Submittal of a Section 5311 Grant Application for FY22 Federal Transit Funds with a City Match Ratio of 80% State - 20% City for Administrative Expenses. 50% State - 50% City on Operating Expenses. No capital request for 2022. Total Applied for is \$323,875. City Match would equal \$123,455

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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:



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

 9-15-20

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-56

A RESOLUTION TO APPLY FOR AND ACCEPT THE 5311 GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR FEDERAL TRANSIT FUNDS FOR CITY OF LAS VEGAS MEADOW CITY EXPRESS

WHEREAS, the City of Las Vegas (“City”) has applied to the New Mexico Department of Transportation Transit and Rail Division (“NMDOT”) for a Public Rural Transportation 5311 Grant for Federal Transit Funds for the Meadow City Express Transportation Division to assist with administrative, operating and capital expenses;

WHEREAS, the City expects to receive the Grant in a total amount of \$323,875.00 (“Grant”);

WHEREAS, the City would have to contribute a match at a ratio of 20% (\$25,655.00) for administrative expenses and 50% (\$97,800.00) for operating expenses which will total \$123,455.00 in order to receive the Grant. A City match of 20% would be required for capital expenses with an 80% match from NMDOT, but there will be no capital requests for FY22;

WHEREAS, the NMDOT would contribute a match at a ratio of 80% (\$102,620.00) for administrative expenses and 50% (\$97,800.00) for operating expenses for a total Grant amount of \$323,875.00 to include New Mexico gross receipts tax; and

WHEREAS, the Grant funds are needed in order for Meadow City Express to operate and provide vital transportation services to the City’s residents; and

WHEREAS, the 5311 Grant will be used for Fiscal Year 2022 (October 2021 through September 2022).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 20% for administrative expenses and 50% for operating expenses of the Grant amount in order to obtain the Grant, and agrees to use the Grant for the operations of the City of Las Vegas Meadow City Express Transportation Division.

APPROVED AND ADOPTED this _____ day of October, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Application

Application: Section 5311 Program (Rural/Non-Urbanized Public Transportation) FY 2022 Application

Application Deadline: 9/30/2020 11:59:00 PM

Organization: City of Las Vegas

Year: 2022 **Status:** Not Submitted

Application Form(s)

Before you can submit this application, you must upload all required documents.

		<u>Documents</u>	
	<u>Download</u>	2022 Application Guide	
<input checked="" type="checkbox"/>		Articles of Incorporation	Re-Upload
<input checked="" type="checkbox"/>		501(C)3 Certification (Required for Non-Profits)	Attach
<input checked="" type="checkbox"/>		SAM.gov Debarment and Suspension Search Verification	Re-Upload
<input checked="" type="checkbox"/>		Current Audit (FY 19)	Re-Upload
<input checked="" type="checkbox"/>		Transit Related Audit Finding Documentation (If Applicable)	Attach
<input checked="" type="checkbox"/>		Procurement Policy (New Applicants and Updated Policies)	Attach
<input checked="" type="checkbox"/>		Historical and Application Year Budget Information	Re-Upload
<input checked="" type="checkbox"/>		Map of Service Area	Re-Upload
<input checked="" type="checkbox"/>		Demographic Information	Re-Upload
<input checked="" type="checkbox"/>		Ridership and Transit System Statistics	Re-Upload
<input checked="" type="checkbox"/>		Civil Rights Complaints/Review Activities Documentation	Attach
<input checked="" type="checkbox"/>		Program Coordination	Re-Upload
<input checked="" type="checkbox"/>		Letter(s) of Resolution of Financial Commitment of Local Match (Include Dollar Amount)	Attach
<input checked="" type="checkbox"/>		Letter(s) of Program Support from Municipality, Board, or Council	Re-Upload
<input checked="" type="checkbox"/>		Program Justification	Re-Upload
<input checked="" type="checkbox"/>		Operations Profile	Re-Upload

Requires Upload



Optional



Upload Complete



Project(s)

Attach

Description	Line Item	Year	Description	Stimulus	Net Project Cost
Remove	117900	2022	Project Administration - Project Administration		\$128,275.00
Remove	300901	2022	Operating Assistance up to 50% Federal Share- Rural		\$195,600.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration Less 20.00 % Local Match	\$128,275.00	\$102,620.00	\$25,655.00	\$0.00
Operating Less 50.00 % Local Match	\$195,600.00	\$97,800.00	\$97,800.00	\$0.00
Total	\$323,875.00	\$200,420.00	\$123,455.00	\$0.00

Budget Summary

Expense

Supplies

1-11-05	Office Supplies	\$1,000.00
1-11-10	Furniture and Equipment under \$500	\$0.00
1-11-20	Janitorial Supplies	\$1,500.00
1-11-95	Other	\$0.00
2-08-05	Shop Supplies	\$0.00
2-08-10	Furniture & Equipment under \$500	\$2,000.00
2-08-15	Printing	\$0.00
2-08-95	Other	\$0.00

Vehicle Costs

2-11-05	Fuel	\$20,000.00
2-11-10	License & Fees	\$0.00
2-11-15	Oil & Lubricants	\$0.00
2-11-20	Replacement Parts	\$0.00
2-11-25	Tires	\$0.00
2-11-30	Vehicle Maintenance	\$0.00
2-11-35	Vehicle Painting	\$0.00
2-11-40	Vehicle Interior Maintenance	\$0.00
2-11-45	Freight	\$0.00
2-11-50	Vehicle Repair	\$15,000.00
2-11-95	Other	\$0.00

Insurance

1-07-05	Buildings and Contents	\$0.00
1-07-10	General & Employee Liability Insurance	\$0.00
1-07-15	Surety and Fidelity Bonds	\$0.00
1-07-20	Claims Deductible	\$0.00
1-07-25	Vehicle Insurance	\$13,000.00
1-07-95	Other	\$0.00

Communications

1-03-05	Fax Machine	\$0.00
1-03-10	Internet Subscriber Services	\$0.00
1-03-15	Postage	\$100.00
1-03-20	Telephone	\$4,000.00
1-03-25	Cell Phone	\$0.00
1-03-30	Radio	\$0.00
1-03-35	Repeater Fees	\$0.00
1-03-95	Other	\$0.00
2-03-05	Cell Phone	\$0.00
2-03-10	Telephone	\$0.00
2-03-15	Radio Repeater	\$0.00
2-03-20	Mobile Radio	\$0.00
2-03-25	Radio	\$0.00
2-03-95	Other	\$0.00

Occupancy Costs

1-08-05	Office Rent	\$0.00
1-08-10	Utilities	\$0.00
1-08-20	Building Maintenance	\$0.00
1-08-95	Other	\$0.00
2-06-05	Building Maintenance	\$0.00
2-06-10	Operational Rent	\$0.00
2-06-15	Utilities	\$0.00
2-06-20	Building Insurance	\$0.00
2-06-25	Building and Grounds	\$0.00
2-06-95	Other	\$0.00

Contractual Services

1-04-05	Audit	\$0.00
1-04-10	Advertising	\$1,000.00
1-04-15	Equipment Rental	\$0.00
1-04-20	Contractual Services - Other	\$0.00
1-04-25	Contractual Services - Janitorial	\$0.00
1-04-30	Indirect Costs	\$0.00
1-04-95	Other	\$0.00
2-04-05	Maintenance - Machinery and Equipment	\$0.00
2-04-10	Equipment Rental	\$0.00
2-04-15	Contractual Services - Other	\$0.00
2-04-20	Transit Services	\$0.00
2-04-30	Indirect Cost Rate	\$0.00
2-04-95	Other	\$0.00

Training

1-12-05	Training	\$1,500.00
1-12-95	Other	\$0.00
2-09-05	Training	\$0.00
2-09-95	Other	\$0.00

Capital Expenses

Fringe Benefits

1-02-05	FICA	\$6,200.00
1-02-10	PERA Retirement	\$7,800.00
1-02-15	Health Insurance	\$5,500.00
1-02-20	Unemployment Insurance	\$675.00
1-02-25	Workmen's Compensation	\$1,200.00
1-02-30	Other Fringe Benefits	\$1,650.00
1-02-95	Other	\$0.00
2-02-05	FICA	\$8,600.00
2-02-10	PERA Retirement	\$10,800.00
2-02-15	Health Insurance	\$21,500.00
2-02-20	Unemployment Insurance	\$400.00
2-02-25	Worker's Compensation	\$1,000.00
2-02-30	Other	\$4,300.00
2-02-95	Other	\$0.00

Personnel Costs

1-09-10	Physicals	\$0.00
1-09-15	Hepatitis Vaccinations	\$0.00
1-09-95	Other	\$0.00
2-07-05	Uniforms	\$2,000.00
2-07-06	Background Checks	\$0.00
2-07-10	Hepatitis Vaccinations	\$0.00
2-07-15	Physicals	\$0.00
2-07-95	Other	\$0.00

Dues and Subscriptions

1-05-05	NMTA	\$400.00
1-05-10	SWTA	\$0.00
1-05-15	Transit Publications	\$0.00
1-05-20	CTAA	\$0.00
1-05-21	Business Registration Fees	\$0.00
1-05-95	Other	\$0.00

Printing/Copying Costs

1-10-05	Printing	\$200.00
1-10-10	Copying	\$0.00
1-10-95	Other	\$0.00

Travel

1-13-05	Mileage	\$0.00
1-13-10	Public Transport Fares	\$0.00
1-13-15	Per Diem	\$1,500.00
1-13-20	Registration Fees	\$0.00
1-13-25	Lodging and Meals	\$0.00
1-13-30	Other	\$0.00
2-10-05	Mileage	\$0.00
2-10-10	Public Transport Fares	\$0.00
2-10-15	Per Diem	\$0.00
2-10-20	Registration Fees	\$0.00
2-10-25	Lodging & Meals	\$0.00
2-10-30	Other	\$0.00

Equipment

1-06-05	Equipment Lease	\$1,500.00
1-06-10	Equipment Repair	\$0.00
1-06-15	Computer	\$0.00
1-06-95	Other	\$0.00
2-05-10	Assigned Vehicle Use	\$0.00
2-05-15	Equipment Rental	\$0.00
2-05-95	Other	\$0.00

Salaries and Wages

1-01-05	Director	\$6,000.00
1-01-10	Managers	\$46,350.00
1-01-12	Financial Manager	\$0.00
1-01-15	Clerical Support Staff	\$23,000.00
1-01-20	Accounting Staff	\$0.00
1-01-25	Administrative Assistant	\$4,200.00
1-01-30	Village Administrator	\$0.00
1-01-35	CFO	\$0.00
1-01-40	Salary Adjustments	\$0.00
1-01-45	Chief Executive Officer	\$0.00
1-01-50	Transportation Coordinator	\$0.00
1-01-55	Public Works Director	\$0.00
1-01-60	Janitor	\$0.00
1-01-65	Temporary	\$0.00
1-01-95	Other	\$0.00
2-01-05	Supervisor	\$0.00
2-01-10	Drivers	\$110,000.00
2-01-15	Mechanics	\$0.00
2-01-20	Dispatcher	\$0.00
2-01-25	Janitor	\$0.00
2-01-30	Salary Adjustment	\$0.00
2-01-35	Overtime	\$0.00
2-01-40	Mechanic Supervisor	\$0.00
2-01-45	Auto Parts Clerk	\$0.00
2-01-50	Maintainer	\$0.00
2-01-55	Accountant	\$0.00
2-01-60	Laborer	\$0.00
2-01-95	Other	\$0.00

Revenue (Non-Calculated)

Advertising

Advertising	\$0.00
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Contracting

Contracting	\$0.00
-------------	--------

Revenue

Passenger Fares

2-11-55	Passenger Fares	\$0.00
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Total Expenses	\$323,875.00
Total Revenue	\$0.00
Net Project Cost	\$323,875.00

Additional Documents

Document Name:

Select Document No file chosen

[Upload](#)

Comments

Comments	Update By
No records to display.	
Insert	

History Log

Status	Comments	Last Modified By
Uploaded: Historical and Application Year Budget Information		Marcelino Roybal on 9/10/2020 3:49:47 PM
Uploaded: Letter(s) of Program Support from Municipality, Board, or Council		Marcelino Roybal on 9/2/2020 2:40:27 PM
Re-Uploaded: Operations Profile		Marcelino Roybal on 9/2/2020 10:06:35 AM
Uploaded: Operations Profile		Marcelino Roybal on 9/2/2020 10:05:16 AM
Uploaded: Program Justification		Marcelino Roybal on 9/2/2020 9:59:00 AM
Uploaded: Ridership and Transit System Statistics		Marcelino Roybal on 9/2/2020 9:26:31 AM
Uploaded: Program Coordination		Marcelino Roybal on 9/2/2020 8:54:55 AM
Uploaded: Demographic Information		Marcelino Roybal on 9/2/2020 8:50:52 AM
Uploaded: Map of Service Area		Marcelino Roybal on 9/2/2020 8:35:57 AM
Uploaded: Current Audit (FY 19)		Marcelino Roybal on 9/1/2020 1:33:49 PM
Uploaded: SAM.gov Debarment and Suspension Search Verification		Marcelino Roybal on 9/1/2020 1:26:21 PM

Status

Comments

**Last Modified
By**

Uploaded: Articles of
Incorporation

Marcelino Roybal
on 9/1/2020
1:19:44 PM



Approval Form

Date Submitted: 9/14/2020

Department Submitting: Transportation Submitter: Marcelino Roybal

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Resolution 20-56 FY22 5311 Grant Application

Deadline: 9/17/2020

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Please send thru to City Manager

Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____ Date: _____

Scott Aaron, City Attorney Review

9/15/2020
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

Finance Director

9-15-20
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

William Taylor, City Manager

9-15-2020
Date

Picked Up By *(after CA review):* _____ Date: _____

Hand Delivered By: Jaqueline Arzulla Date: 9/15/20

(1) Received By: [Signature] Dept: Finance Date: 9/15/2020

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/02/2020

DEPT: Utilities

MEETING DATE: 10/14/2020

ITEM/TOPIC: Award request for proposals #2021-01 for the risk assessment and emergency response plan to Control Cyber, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2021-01 to Cyber Control, Inc.

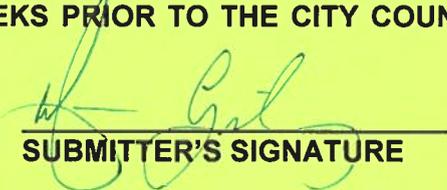
BACKGROUND/RATIONALE: America's Water Infrastructure Act requires community drinking water systems serving more than 3,300 people to develop or update risk assessment by June 30, 2021 and emergency response plan by December 31, 2021.

Advertised: 07/17/2020; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: 08/19/2020
Number of Proposers: 4 – Control Cyber, Inc.; AARC Consultants, Inc.; Molzen Corbin; Bohannon Huston
Amount: Based on services provided according to rate sheet. Estimated cost is \$85,000.
Budget Line Item: 640-5700-610-7305

STAFF RECOMMENDATION: Approval to award request for proposals #2021-01 to Control Cyber, Inc.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on October 13th, 2020. Their recommendation will be provided at the Council Meeting.

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER

**SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**



**JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)**

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm Aug 19
2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New
Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

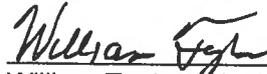
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New
Mexico 87701; with the envelope marked:

RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN

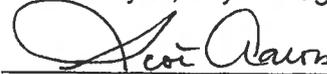
Opening No. 2021-01; on the lower left-hand corner of the submitted envelope. It shall be the
responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date
and time set for the proposal request. If the mail or delivery of proposal request is delayed
beyond the opening date and time, proposal thus delayed will not be considered. Proposals will
be reviewed at a later date with possible negotiations to follow.

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

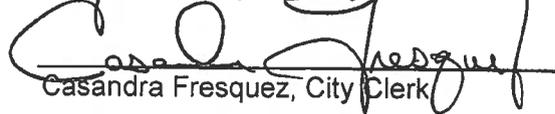
CITY OF LAS VEGAS,



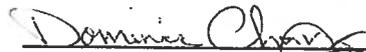
William Taylor, City Manager



Scott Aaron, City Attorney



Casandra Fresquez, City Clerk



Deminic Chavez, Interim Finance Director



Helen Vigil, Purchasing Officer

Opening No. 2021-01

Date Issued: 7/13/2020

Published: LAS VEGAS OPTIC July 17, 2020

ALBUQUERQUE JOURNAL July 17, 2020

www.lasvegasnm.gov July 17, 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of 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 ___ day of _____, 20__.

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal 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: Aug 19, 2020; 2:00 am (pm) at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE CITY OF LAS VEGAS RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN

The City of Las Vegas, New Mexico is requesting proposals for the development of the Risk Assessment and Emergency Response Plan defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall develop a risk assessment and emergency response plan for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP.

Risk and resilience assessment must be completed by June 20, 2021

Emergency response plan must be completed and certified by December 21, 2021

Each community water system serving a population of greater than 3,300 persons shall assess the risks to, and resilience of, its system. Such an assessment shall include but is not limited to:

1. the risk to the system from malevolent acts and natural hazards;
2. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. the monitoring practices of the system;
4. the financial infrastructure of the system;
5. the use, storage, or handling of various chemicals by the system; and
6. the operation and maintenance of the system.

The assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.

The risk assessment and emergency response plan will be generated to meet EPA requirements

Documents and tools provided by the EPA that the vendor/contractor is expected to use to complete this project include:

Baseline Information on Malevolent acts for community water systems
Use the Vulnerability self assessment tool
Small system risk and resilience checklist

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"DEVELOPMENT OF THE CITY OF LAS VEGAS RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** – Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

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

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
10. Cost
 - i. The Offeror shall provide in a **sealed envelope** the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requirements shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has

Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

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

disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

- g. *Communication with the City of Las Vegas:* The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding:* This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax:* Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification:* The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance:* (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment:* The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract:* This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident / Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 19-Aug-2020

OPENING NO.: 2021-01

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Malzen Corbin				✓	✓
2 Bohannon Huston				✓	✓
3 Aarc Consultants				✓	✓
4 Control Cyber Inc				✓	✓
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1 <i>[Signature]</i>	CLV Purchasing
2 <i>[Signature]</i>	CLV - INVENTORY
3 <i>[Signature]</i>	CLV P/M
4 <i>[Signature]</i>	CLV P/M
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 8-19-2020

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 8-19-2020

COPIES TAKEN BY DEPT:

[Signature]
DATE: 8/19/2020

Company	Evaluator # 1 VM	Evaluator #2 MP	Evaluator # 3 JH			Sub Total	Directors Comments
Control Cyber	84	79	73			78.67	Verified that the staff are certified and qualified. This company provided a more broad proposal that covers areas outside the scope of AWIA although would be beneficial. One of the team members helped to write the AWIA requirements.
AARC	81	81	70			77.33	Verified that the staff are certified and qualified and experienced in AWIA requirements.
Molzen	73	69	83			75.00	Staff do not hold a AWIA VA RRA nore ERP certification from EPA. Staff have completed 1 AWIA RRA and ERP.
BH	64	77	80			73.67	Staff do not hold a AWIA VA RRA nore ERP certification from EPA. Did not see any proof of completing this task for any other entity.

August 17, 2020

TO: City Clerk
1700 N Grand Ave
Las Vegas, NM 87701

Subject: Response to RFP #2021-01, City of Las Vegas, NM - Risk Assessment and Emergency Response Plan

Control Cyber respectfully submits our response for a comprehensive risk and resilience assessment (RRA) and Emergency Response Plan (ERP) for the City of Las Vegas. If awarded this contract, the Control Cyber will create these documents to enable the City's water system to be compliant with America's Water Infrastructure Act of 2018 (AWIA).

Control Cyber acknowledges obtaining Addendum No. 1 and No. 2.

Control Cyber certifies that our proposal is valid for 90 days. Patricia K. Hammar is the authorized negotiator for this proposal. She can be reached by phone at 301-657-7591 or email at phammar@controlyberinc.com.

Thank you for the opportunity to make this proposal and we look forward to hearing from you.



Patricia Hammar
Secretary, Control Cyber Inc.

Control Cyber, Inc.
330 West Gray Street, Ste 315
Norman, OK 73069
Tel: 405.594.7296
Fax: 405.561.4325

**CONTROL
CYBER**



**Risk Assessment
And
Emergency Response Plan
For The
City of Las Vegas, New Mexico**

Submitted by

Patricia Hammar
phammar@controlyberinc.com
301.657.7591
Control Cyber, Inc
330 West Gray Street, Suite 315
Norman, OK 73069

August 17, 2020

City of Las Vegas – Response to RRA and ERP Request

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Section A: Offeror's Information

OFFEROR INFORMATION

OFFEROR: Control Cyber Inc.

AUTHORIZED AGENT: Patricia K. Hammar

ADDRESS: 330 W Gray Street Norman, OK 73069

TELEPHONE NUMBER (301) 346-3815

FAX NUMBER (301) 657-7592

DELIVERY: Services

STATE PURCHASING RESIDENT CERTIFICATION NO.: In Process

NEW MEXICO CONTRACTORS LICENSE NO.: In Process

SERVICE (S): **RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF Maryland }

COUNTY OF Baltimore }

Patricia K. Hammar state under penalty of perjury that I am at least 18 years old, and am of 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.

Patricia K. Hammar
Signature

Subscribed and sworn to before me, this 14 day of August, 2020.



Charlene Cain
Notary Public Signature
My Commission Expires: 11/3/23

Federal Tax ID Number: 84-2323709



Section B: Campaign Contributions Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section, or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"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.

City of Las Vegas – Response to RRA and ERP Request

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: None
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s): _____
Nature of Contribution(s): _____
Purpose of Contribution(s): _____

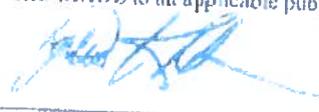
(Attach extra pages if necessary)

Signature _____ Date _____

Title (position) _____

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature _____

08/14/2020
Date _____

Secretary
Title (Position) _____

Section C: Personnel Experience

Control Cyber, Inc.

Control Cyber, Inc. is a firm that increases the level of security and resilience of critical infrastructure using assessment and education. The company is a woman owned small business, established in Wyoming, and headquartered in Norman, OK. Control Cyber specializes in strategy assessments for organizations of all sizes regarding 1) infrastructure, 2) compliance, and 3) cyber/physical security requirements. All projects are led by an experienced Project Management Professional (PMP). Our expertise includes the following:

- Knowledge of cybersecurity and Industrial Control Systems (ICS);
- Knowledge about examining a network from the adversary's point-of-view and then increasing the security posture/defense/detection capabilities;
- Experience assessing enterprise and ICS networks for both cyber and physical security;
- Created Incident Response Plans (IRP), Business Continuity Plans (BCP), and Emergency Response Plans (ERP) for multiple clients worldwide; and
- Designed, built, and commissioned ICS projects worldwide.

Control Cyber includes leaders in Critical Infrastructure Protection from the cyber risk and vulnerability perspective. Members on this effort include:

Teresa Rule, Project Manager

- Certified through the **AWWA's Utility Risk and Resilience Certificate Program**
- Seasoned Project Management Professional (PMP) and Certified Information Systems Auditor (CISA) with 20 plus+ years of leading Critical Infrastructure Protection (CIP) cybersecurity audits, and remediation projects
- Project work to include assessment of 1) physical security, 2) facilities, 3) operational risk management, 4) risk assessment, and 5) risk mitigation work
- Specialties in 1) physical, 2) operational, 3) fiscal, 4) cyber vulnerability, 5) risk assessments, and 6) mitigation experience for critical infrastructure

Kevin Owens, Technical Leader

- Certified through the **AWWA's Utility Risk and Resilience Certificate Program**
- Professional with more than 20+ years of cybersecurity knowledge in both government (DoD) and industry sectors, specializing in the ability to examine a network from the adversary's point-of-view, and then increasing the security posture/defense/detection processes, based on that point-of-view
- Subject matter expert in 1) ICS/SCADA, 2) Security Assessments, 3) Cybersecurity, 4) Cyber Defense, and 5) Training Resiliency and Security
- Active **AWWA Committee Member** on:
 - Cybersecurity Committee
 - Emergency Preparedness & Security Committee
- Collaborated in the updating of several of the **ANSI/AWWA Standards**:
 - J100: Risk Analysis and Management for Critical Asset Protection Standard for Risk and Resilience Management for Water and Wastewater Systems
 - G430: Security Practices for Operation and Management
 - G440: Emergency Preparedness Practices
- Collaborated with AWWA on the design and creation of *Cybersecurity Guidance and Assessment Tool*
- Experienced creating and training DHS personnel to respond to incidents and to perform vulnerability assessments on ICS at customer locations across the United States
- Responded to security incidents or performed security/vulnerability assessments of commercial and governmental ICS and enterprise networks in the following industries: water treatment plants, wastewater treatment plants, electric power utilities, nuclear power plants, pipelines, chemical processing, and manufacturing plants
- Trained representatives from 40+ water utilities on the new **AWWA requirements**

Patricia Hammar, Legal/Technical Compliance SME

- Policy and cyberlaw professional: Governance, Risk and Compliance (GRC) expertise
- Long term embedded experiences within Department of Homeland Security, including emergency management best practices
- Supported DoD critical infrastructure efforts in strategic and COOP requirements
- Collaborated in the development of Policy-Based Access Control Standards in multiple organizations
- Addressed privacy across the justice and public safety environments

Guernsey

Control Cyber is teaming with Guernsey, based in Oklahoma City, OK. Guernsey is a professional full-service resource for engineering, architectural, and consulting services. The firm was established in 1928 and has grown into a multi-discipline service firm more than 120 professionals and support staff. Guernsey members on this effort include:

Summer Goebel, P.E, Senior Engineer

- Senior Vice President and board member of a 140-person engineering and architectural firm
- Manager of Environmental Health and Safety for Oklahoma Gas and Electric, owner and operator of seven natural gas and coal power plants, three wind farms, and three solar farms
- Project Manager for 35% design of capital improvements of a 12MGD Water Treatment Plant, Shawnee, Oklahoma
- Project Manager for a sustainability and quality assessment of inflow to a 106,600-acre foot, public water supply reservoir

Season Crabtree, P.E, Senior Engineer

- Project engineer for a sustainability and quality assessment of inflow to a 106,600-acre foot, public water supply reservoir
- Project manager for water supply master planning of Cherokee, OK
- Manager of water and wastewater engineering for a major Samsung facility in Austin Texas
- Project manager for closure of two water treatment plant residual lagoons and one permitted lake for the City of Oklahoma City

Karin Teuffer, E.I.

- Project engineer intern for a sustainability and quality assessment of inflow to a 106,600-acre foot, public water supply reservoir
- Project engineering intern for water supply master planning of Cherokee, OK
- Project engineering intern for infrastructure analysis and design for water pipelines ranging from 6" to 72" for various municipalities
- Project engineer intern for modeling of water supply infrastructures

Larry Roach, P.E. Senior Engineer

- Project manager for planning and design of 9, greenfield water treatment plants
- Project manager for modeling and evaluation of 19 municipal water systems
- Project manager for evaluation of 125 potential water supply reservoirs for the Oklahoma Water Resources Board.
- Project manager for 22 water master plans which included sustainability, optimization, redundancy, resilience, and cost effectiveness.

The combination of experience, skills, talent, and knowledge ensure that Control Cyber teamed with Guernsey can provide the most comprehensive response and delivery of service for conducting a Risk & Resilience Assessment and creating an Emergency Response Plan for the City of Las Vegas.

Section D: Licenses

List of individuals licensed in the State of New Mexico

First Name	Last Name	License	State	License Number	Date First Registered	Expiration Date	Status
Corporate	Account	Corporate	NM	2511640		04/15/2021	Active
Allen	Jones	PE	NM	21434	9/30/2013	12/31/2020	Active
Zach	Korenak	PE	NM	22796	4/22/2015	12/31/2020	Active
Weston	McCann	PE	NM	22686	2/3/2015	12/31/2020	Active
Doug	Somerhalder	PE	NM	19506	9/30/2009	12/31/2020	Active
Kirk	Williams	RA	NM	005429	12/31/2014	12/31/2020	Active

Executive Summary of RRA and ERP for the City of Las Vegas

In consideration of the current COVID-19 public health crisis, Control Cyber and Guernsey personnel (hereafter referred to as the “Assessment Team”) will coordinate with the City of Las Vegas, New Mexico (hereafter referred to as the “City”) representatives using several different methods to include, telephone, email, and virtual meetings. Document delivery will be using password protected files in *Dropbox* or an equivalent technology, per approvals of the City. All meetings for discussions of documents, assets, and other conversations will be using *Microsoft Teams* or equivalent for virtual meetings. Physical walkthroughs of sites or systems, especially for physical security assessments, will be conducted via *Microsoft Teams*, *FaceTime*, *Skype*, or an equivalent technology in agreement with City representatives. As COVID-19 travel restrictions change, on-site physical presence for City and Assessment Team representatives will be considered, and upon approval of both parties.

Task 1: Project Management

This task covers overall Project Management and Oversight from pre-engagement to post engagement. A certified Project Manager Professional (PMP) will coordinate:

- Kickoff meeting, including scope review and division of responsibilities;
- Routine meetings, status reports, and other communication; and
- Management of the schedule, scope, budget, and risks.

Task 2: Data Collection and Gap Analysis

The Assessment Team will collect information from the City about the water treatment systems and associated personnel (engineers/operators/technicians). The Assessment Team will perform an initial review of the collected data:

- Existing documents, policies, plans, procedures, and assessments;
- Network architecture for the control system and enterprise (financial systems) networks; and
- Software and hardware assets.

This will enable the Assessment Team to understand any gaps that the City may have for compliance with the *America’s Water Infrastructure Act (AWIA)* requirements.

Task 3: Risk and Resilience Assessment (RRA)

At the start of the *RRA*, the Assessment Team will provide a virtual workshop covering the following topics:

- Roles and responsibilities of the Assessment Team and City representatives;
- Confirm scope of systems to be assessed;
- Schedule of activities, coordinating events, and specific assessment activities;
- Common vulnerabilities of the assets;
- Primary threats to the assets; and
- Water sector best practices for security and resiliency.

The Assessment Team will use the *AWWA J100 Methodology* for the *RRA*. This assessment will be enhanced by using appropriate *NIST Controls* and reviewing the *Network Architecture*.

A draft of the *RRA* will be sent to the City for a 30-day review. Upon return to the Assessment Team, the final *RRA* will incorporate the comments from the City. A virtual post-assessment workshop will present the key elements of the *RRA* and potential mitigation activities.

Task 4: Emergency Response Plan (ERP)

The Assessment Team will review the existing *ERP* and then update it based on the results of the *Source Water Assessment* and *RRA*. The *ERP* will meet *AWIA* standards and industry best practices, including but not limited to:

- Sections 2013 and 2018 of the *AWIA* Requirements;
- *ANSI/AWWA G430-14*, Security Practices for Operation and Management; and
- *ANSI/AWWA G440-17*, Emergency Preparedness Practices.

The Assessment Team will define risks to the systems as well as ways to make the system more resilient and secure. Mitigation strategies will be outlined. The approaches provided will address both natural and man-made hazards to the community water system.

A draft version of the *ERP* will be sent to the City for review. The Assessment Team will deliver the final *ERP* after incorporating comments from the City. The Assessment Team will provide an executive summary and overview of the updates to the *ERP* to City representatives.

Project Approach for the City of Las Vegas

The Risk Assessment will be conducted using generally accepted guidance documents, procedures, and best practices, and shall include an assessment of relevant physical and cyber assets. The Assessment Team personnel will utilize tools, standards, and guidelines from the following organizations:

- American Water Works Association (AWWA);
- American National Standards Institute (ANSI);
- National Institute of Standards and Technology (NIST);
- United States Cyber Command (USCC)/Department of Defense (DoD);
- United States Department of Homeland Security (DHS); and
- United States Environmental Protection Agency (US EPA).

This assessment will be designed to increase the security and resilience of the water utility. (*Resilience* is the capability of the system to recover after a stressor (natural hazard or malicious act) event has occurred.) Currently, the initial AWWA guidance is focused on 22 questions (Phase 1) as seen in Figure 1 below. The long-term AWWA security guidance is outlined in Figure 2 below.

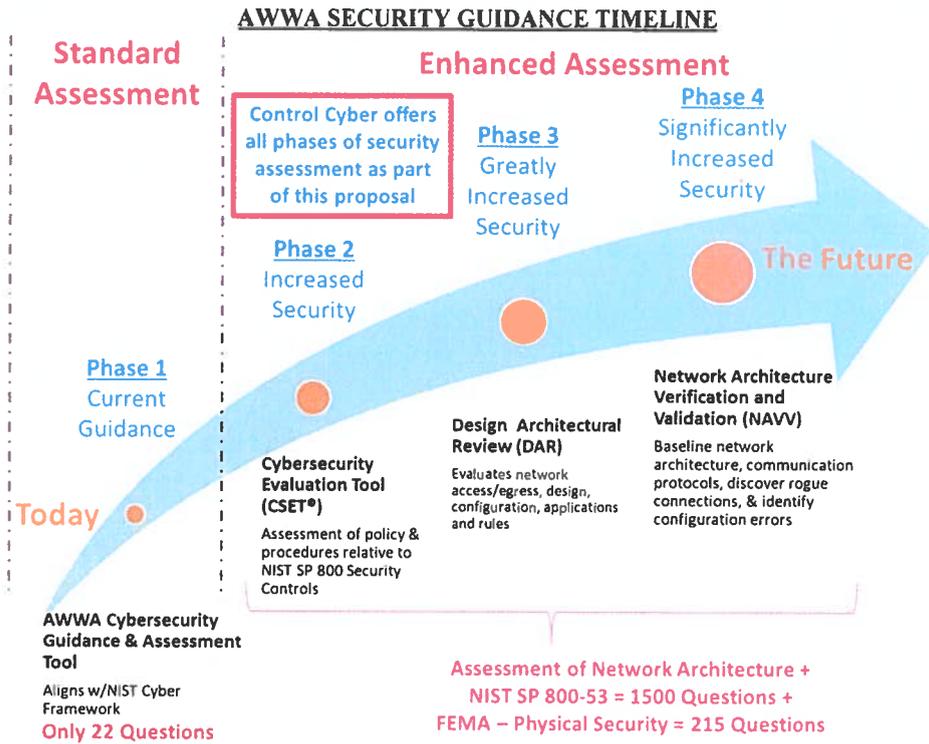


Figure 1. AWWA Security Guidance Timeline. Currently the AWWA’s current guidance is the Cybersecurity Guidance and Assessment Tool. In the future, the AWWA will add the future phases to increase security and resilience. The Assessment Team goes beyond the current AWWA guidance by offering all phases now in this proposal. This will significantly increase the security and resilience of the water utility. (Adapted from slide by K. Morley, AWWA. Adapted with permission.)

Standard Assessment – Phase 1 of AWWA Guidance (see Figure 1 for Standards Assessment and Figure 2 for the AWWA Risk and Resilience Suite)

- ANSI/AWWA J100-10, Risk Analysis and Management for Critical Asset Protection Standard for Risk and Resilience Management for Water and Wastewater Systems
- ANSI/AWWA G300, Source Water Protection
- ANSI/AWWA G430-14, Security Practices for Operation and Management
- ANSI/AWWA G440-17, Emergency Preparedness Practices
- AWWA M-19, Emergency Planning for Water and Wastewater Systems
- AWWA Operational Guide to AWWA Standard G300
- AWWA Cybersecurity Risk & Responsibility in the Water Sector
- AWWA Process Control System Guidance for the Water Sector
- AWWA Cybersecurity Guidance & Assessment Tool
- US EPA Baseline Information on Malevolent Acts for Community Water Systems
- US EPA Guidance for Small Community Water Systems on Risk and Resilience Assessments under America’s Water Infrastructure Act
- US EPA Vulnerability Self-Assessment Tool – Web Enabled (VSA1)
- Sections 2013 and 2018, of *America’s Water Infrastructure Act of 2018 (AWIA)*

The Assessment Team personnel will a suite of tools during the assessment and interviews. These tools will help the Assessment Team understand the results and develop intelligent, prioritized management plans, to reduce risk and increase resilience (see Figure 2).

AWWA RISK AND RESILIENCE SUITE



Figure 2. AWWA Risk and Resilience Suite. The dark blue hexagons are the relevant AWWA Standards, while the light blue hexagons are the relevant AWWA Manuals. The orange hexagons are additional AWWA Guidance Resources, along with the Water/Wastewater Agency Response Network (WARN). These resources provide strict compliance with the AWIA requirements. (Adapted from a slide by K. Morley, AWWA. Adapted with permission.)

Enhanced Assessment – Phase 2-4 of Future AWWA Guidance (see Figure 1)

Phases 2-4 (see Figure 1) show items that the AWWA would like to assess in the future. The Assessment Team is including these in our Enhanced Assessment. To complete Phase 2 Requirements, the Assessment Team will use the following NIST Special Publications and guidelines listed below cover 1715 points of assessment (see [Task 3.1.1](#), page 14):

- NIST Special Publication 800-34r1, Contingency Planning Guide for Federal Information Systems;
- NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems;
- NIST Special Publication 800-82, Guide to Industrial Control Systems Security;
- NIST Special Publication 800-161, Supply Chain Risk Management Practices for Federal Information Systems and Organizations;
- NIST Cybersecurity Framework;
- USCC Advanced Cyber Industrial Control System Tactics, Techniques, and Procedures (ACI TTP) for DoD Industrial Control Systems; and
- US DHS Cyber Security Assessments of Industrial Control Systems.

Phase 3 (see Figure 1) will be an evaluation of the Network Architecture (see [Task 3.3](#), page 12). In addition, for Phase 4 (see Figure 1), the Assessment Team will provide guidance to the City to ensure that a proper inventory of critical control system equipment and computers are recorded. Then the Assessment Team will provide additional guidance on how the configuration settings should be backed up to form a baseline of the systems. Guidance will be included in the RRA Report (see [Task 3.5](#), page 15) to identify areas for improving the security and resilience of the network and control systems.

Task 1: Project Management

Prior to the Project Kickoff Meeting, the Assessment Team representatives will be in communication with the relevant City personnel to complete the contractual and legal process, as well as any other pertinent matters to this effort.

1.1. Program Management & Oversight

The project manager (PM) will be a certified Project Management Professionals (PMP) through the Project Management Institute, the international standard for project management. The PM has over 25 years of managing projects in Information Technology, Information Security, and critical infrastructure sectors. The PM is responsible for all aspects of the project, and will provide the following information to the client.

- Pre-Engagement Communications
- Kick Off meeting

- Review of Statement of Work
- Introduction of Key Resources
- Communication Management
- Risk Management
- Reporting Requirements
- Escalation Management
- Project timelines
- Financial Management
- Program Meeting Management. The PM will coordinate meetings for the program execution. These meetings will include:
 - Assessment planning
 - Status meetings
 - Risk and issue reviews
 - Schedule reviews
- Ad Hoc meetings as required
- Routine Status Reports. These reports will provide City key stakeholders updates and overviews of key milestones, risks, cost, and resource management within the project.
- Schedule Management – The PM will be responsible for developing, updating, maintaining, and communicating the program schedule. The schedule will be included in the weekly status reports. The PM will be also responsible for ensuring that project milestones are met, and deadlines are respected.
- Budget Management – The PM will work with the Project Accountant to ensure the project budget is does not experience unexpected changes. Any variations with the budget will be immediately communicated with City key stakeholders.
- Risk Management – A Project Risk Register will be created and maintained by the PM. This document will be used as a risk management tool and to fulfill regulatory compliance acting as a repository for all risks identified and includes additional information about each risk, e.g. nature of the risk, reference and owner, mitigation measures. It will be shared with the appropriate City representatives. This register also will be part of the weekly status report.
- Document Management – The PM will ensure that all project artifacts, documentation, records, and access to these files are maintained and secured per client requirements.
- Lessons Learned – Lessons learned will be captured throughout the project. These will be gathered from all project contributors and provided as a project artifact at project conclusion.
- Post Engagement Communication – Following the successful conclusion of the project, the Project Manager will serve as the Single Point of Contact for any additional services which may be requested.

1.2. Project Kickoff

Initial project discussion points, timeline, etc. will be discussed prior to the Project Kickoff Meeting. All relevant members of the Assessment Team will attend the Project Kickoff Meeting to further discuss the terms of engagement. The process of conducting a risk and resilience assessment of an industrial control system (ICS) will need to start with a preassessment meeting between the leader of the Assessment Team and key people (operators/staff) from the City. The initial tasks of this project will focus on updating the existing Vulnerability Assessment and creating an all-hazards Risk and Resiliency Assessment. The Assessment Team will initiate activities in a deliberate, planned, and methodical manner which incorporates the approach outlined in the AWWA Standards.

Task 2: Data Collection

During the task, the Assessment Team will request information about points of contact, existing documents, and additional data. The Assessment Team will perform an initial review of the collected data. This will enable the Assessment Team to understand gaps that the City may have for compliance with the AWWA requirements.

2.1. Data Request

The Assessment Team will coordinate with the City to establish a schedule of people who are on call during the assessment. On call personnel will assist, authorize tests, and be available for interviews. During this task, the Assessment Team will request the information from the City (see Table 1).

REQUESTED DATA	
Names, titles, and contact information for the following points of contact	
1	Water treatment plant operators/technicians
2	Relevant engineering staff
3	Relevant IT personnel
4	Other important stakeholders not listed above
Existing Documents	
5	Water System Master Plans
6	Policies/Procedures/Guidelines
7	System Security Plans
8	Vulnerability Assessments
9	Business Continuity Plans (BCP)
10	Emergency Response Plans (ERP)
11	Incident Response (IR) Plans
12	Contingency Plans
13	Training and Exercise Plans
14	Source Water Assessment Report, including Alternative Water Source Information
15	Alternative Water Source Information
16	Relevant maps, documents, reports, and other information related to the supply of water
17	Community Emergency Operations Plans
18	Mutual Aid Agreements
19	Copies of network diagrams and as-built drawings
20	Copies of Operation & Maintenance Manuals (O&M)
21	Cybersecurity protocols for Billing, Business Network, SCADA, and Access Control
Additional Data	
22	Public facing IP addresses and network domains
23	List of known third parties connected to the City network
24	Names of business units and locations of selected critical sites in scope of assessment
Additional information on the following equipment, including numbers at each location	
25	SCADA servers
26	SCADA workstations
27	Engineering laptops
28	Programmable Logic Controllers (PLCs)
29	Touch screens
30	Additional point I/O units
31	Generators
32	Enterprise Database Servers
33	Routers
34	Switches
35	Firewalls
36	IDS/IPS

Table 1: Requested Data. Listed is information needed from the City at the start of the project.

2.2. Initial Review of Data Collected

The Assessment Team representatives will assess the data collected by the City listed in Table 1 above. These existing documents, policies, plans, procedures, and assessments will be reviewed to understand any gaps that the City may have for compliance with the *America's Water Infrastructure Act (AWIA)* requirements.

Task 3: Risk and Resilience Assessment (RRA)

AWIA requires assessing the following at a minimum:

- Risks to the system from malevolent acts and natural hazards;
- Resilience of components: pipes and constructed conveyances, physical barriers, source water (from the Gallinas River), water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems;
- Monitoring practices of the system (water quality, security surveillance systems, access control systems, cyber security systems, energy management systems, or others);
- Financial infrastructure (accounting and financial business systems that may be vulnerable to cyber attacks);
- Use, storage, or handling of various chemicals by the system;
- Operation and maintenance of the system; and
- Evaluation of capital and operational needs for risk/resilience management.

The last bullet focuses on what management needs, to be able to assess capital and operational needs.

Note: There is an increased emphasis on cybersecurity threats to process controls and business enterprise systems, e.g. "financial infrastructure."

The Assessment Team goes beyond the minimum J100 *RRR* requirement by providing a network architectural review, a FEMA physical assessment, and a full NIST 800-53 assessment. This task focuses on the *RRR*, the Assessment Team will:

1. Conduct a workshop to cover the overall process (see [Task 3.1, page 12](#))
2. Interview key personnel to assess and increase needed understanding of systems and processes (see [Task 3.2, page 12](#))
3. Review and analyze the network architecture (see [Task 3.3, page 12](#))
4. Perform the J100 Assessment as a basis of due diligence (see [Task 3.4, page 13](#))
5. Create the *RRR* Report with a prioritized roadmap on how to mitigate vulnerabilities (see [Task 3.5, page 15](#))
6. Conduct a post-assessment workshop to present the key elements of the report (see [Task 3.6, page 16](#))

3.1. Workshop

At the start of the *RRR*, the Assessment Team will provide a virtual workshop on the *RRR* process. The workshop will cover the following topics:

- Roles and responsibilities of consultants and City management;
- Confirm scope of the systems to be assessed;
- Pre-scoping industrial control system (ICS/SCADA) questionnaire (hardware/software/ operations);
- Schedule of activities, coordinating events, and specific assessment activities;
- Specifics of the assessment actions and how to interpret results;
- Common ICS cyber vulnerabilities, with a focus on water and wastewater sectors;
- Primary threats - insider threat, supply chain corruption, malware, active malicious activity; and
- Water industry cyber security best practices.

3.2. Interviews

After the workshop, the Assessment Team will conduct interviews with key personnel, including system operators and IT network Administrators. These interviews will typically review the high-level structure of the system and define the system configuration for the assessment (i.e. production, representative laboratory, or backup system). This step typically involves identifying the key servers and the roles and responsibilities of each on a network architectural diagram (see [Task 3.3](#)). The Assessment Team personnel will also address organizational processes, such as maintenance, adding new personnel, removing access, and authorizing third party access.

3.3. Network Architectural Review

The network architecture is the design of the computer and control system networks. It is a framework for 1) the specification of a network's physical devices and their functional organization and configuration, 2) its operational principles and procedures, as well as 3) the communication protocols that are used. The relevant network artifacts may include 1) network architectural diagrams, 2) security requirements, and the 3) DMZ. The demilitarized zone (DMZ) is a special local network configuration designed to improve security by segregating computers on each side of a firewall.

The Assessment Team will review and analyze the network artifacts to identify how the network architecture and controls protect critical assets and sensitive data. This will be performed in accordance with the organization's business and security objectives. Items to be examined will include 1) network segmentation, 2) virtual segmentations, and 3) system isolation. The Assessment Team will consult with the City IT representatives for network architecture and management to understand:

- The business goals and control objectives (security requirements) as they relate to confidentiality, integrity, and availability;
- Communications: inbound (ingress), outbound (egress), and within the organization (intranet) data flows/protocols (and corresponding threat treatment);
- Network architecture and key network components including security components;
- Core technologies integral to the operations of the organization and/or those that the network are reliant upon to achieve its security objectives; and
- Core operational processes integral to the operation of the network.

The Assessment Team will analyze the network architecture and core technologies/processes against relevant standards, regulations, and industry best practices. This evaluation of the network architecture covers portions of Phases 3 and 4 in Figure 1 above.

3.4. The J100 Methodology for RRA

The J100 Standard will enable water utilities to make sound decisions when allocating scarce resources towards reducing risk and improving resilience. J100 is not the most comprehensive and detailed risk assessment, but it is practical, and efficient to apply. It provides both consistency and comparability. J100 provides methodology and resource materials that can be used for addressing these requirements. The proper application of the standards will be a basis for demonstrating due diligence. The Assessment Team enhances the J100 assessment process during the Vulnerability [Task 3.1.1](#) below.

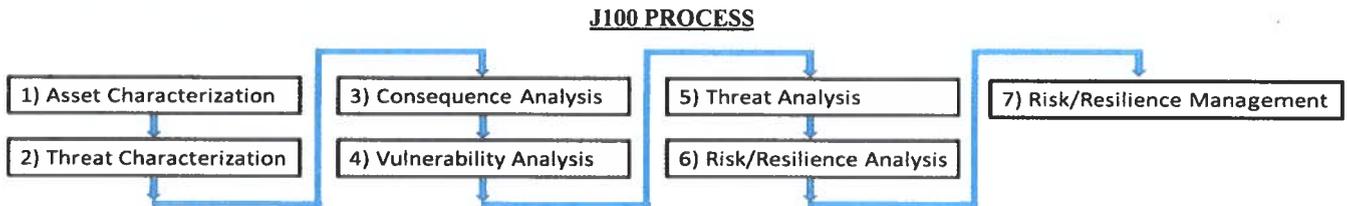


Figure 3. The J100 Process. There are seven steps in the J100 process to assess the risk and resilience of critical assets.

3.4.1 Asset Characterization

During Asset Characterization, assets will be determined which if compromised, could result in prolonged or widespread service interruption or degradation, injuries, fatalities, and/or detrimental impact. An asset will be critical, if the utility’s mission would be significantly degraded or if it is lost or unavailable.

Examples:

- Pretreatment process (e.g., zebra mussels, disinfection, corrosion control)
- Storage and distribution facilities (e.g., reservoirs, elevated tanks, distribution network)
- Process control systems (e.g., programmable logic controls, pumps, valves)
- Select enterprise systems (e.g., financial infrastructure – billing, procurement)

There will be six sub-steps to asset characterization (see Figure 4). Once the critical assets have been identified, the threats to those assets can be examined.

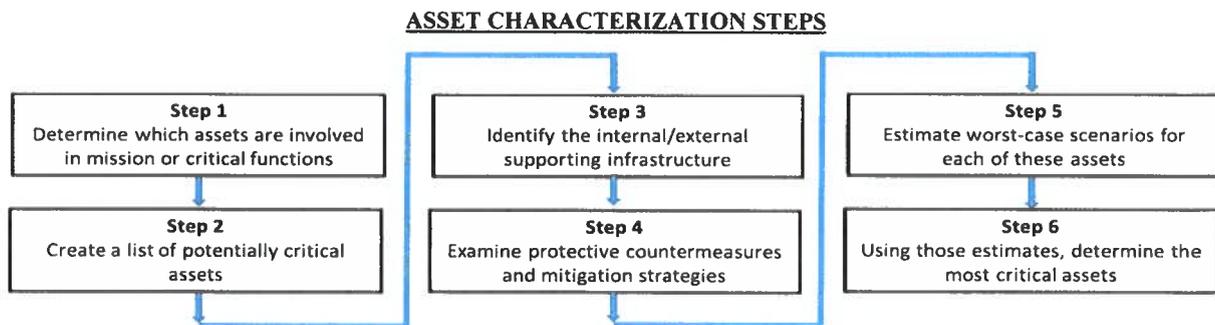


Figure 4. The Asset Characterization Steps. These are the six sub-steps to characterizing the assets of the water utility and will be used to examine the City’s processes.

3.4.2 Threat Characterization

A threat to a particular asset will create a threat-asset pair. Then, threat-asset pairs will be assessed and ranked according to magnitude. These threat-asset pairs will be analyzed through the rest of the process. Threats which will be considered include applicable malevolent threats, natural hazards, and dependency/proximity hazards.

3.4.3 Consequence Analysis

Using the threat-asset pairs from the preceding step, the Assessment Team, in collaboration with the City, will identify the worst reasonable consequences that can be caused by specific threats on the assets. This will include serious injuries, fatalities, financial loss to utility, and the economic impact on the regional community.

3.4.4 Vulnerability Analysis

The Assessment Team will analyze the ability of each critical asset and its protective systems, to withstand each identified threat recognized in the preceding steps. This will include examining weaknesses in facilities, policies/procedures, and personnel behavior. The Assessment Team enhances the J100 process by evaluating additional areas (Phase 2 in Figure 1 above) that will include the following:

1. Physical Security;
2. Policy Review; and
3. Additional NIST Control Review.

3.4.4.1 Physical Security

Physical security describes security measures that will be designed to deny unauthorized access to facilities, equipment, and resources. Physical security will also be established to protect personnel and property from damage or harm (such as espionage, theft, or terrorist attacks). Physical security will involve the use of multiple layers of interdependent systems which include CCTV surveillance, security guards, protective barriers, locks, and access control protocols. A thorough Physical Security assessment will be conducted utilizing the 215-item checklist from the Federal Emergency Management Agency (FEMA) which includes checks of all areas (see Table 2).

PHYSICAL SECURITY ASSESSMENT

Alarm Systems	Electrical Systems	Plumbing and gas systems	Site
Architectural	Equipment Operations and Maintenance	Security Master Plan	Structural Systems
Building Envelope	Mechanical Systems	Security Systems	Utility Systems
Communication and IT Systems			

Table 2. Physical Security Assessment. A FEMA checklist will be used to assess physical security across 13 areas for the buildings and areas of the water utility.

3.4.4.2 Policy Review

The Assessment Team will review the client Written Information Security Policies and assess the compliance using Industry Best Practices. This review will serve to identify gaps in existing policies and provide a guide for prioritization and development of additional policies needed for security.

But, many policies exist which support specific areas or compliance requirements. These may not be part of a security policy per se. A thorough review of policies and procedures will be performed because:

- Outdated policies can leave your organization at risk;
- Old policies may fail to comply with new laws and regulations;
- Further, they may not address new systems or technology, which can result in inconsistent practices;
- Regularly reviewing policies and procedures keeps your organization up to date with regulations, technology, and industry best practices;
- Policy review ensures that your policies are consistent and effective;
- Reviewing policies and procedures is especially important for high-risk or highly regulated industries; and
- Organizations in every industry should regularly review and revise company policies.

3.4.4.3 Additional NIST Control Review

Security controls will be safety measures to detect, avoid, or minimize security risks, such as loss of information. Security control review will ensure proper management of security risk. Reviews will help to

obtain a quality-assured process to strengthen implementation. It also will help to identify gaps in the existing security infrastructure and provide required recommendations to fulfill the need of a secured system.

This review covers the seventeen control families identified in the SP 800-53 (see Table 3). These controls have over 1500 checkpoints/questions regarding policies, record retention, and procedure management.

NIST CONTROLS ASSESSMENT

Access Control	Identification and Authentication	Personnel Security
Awareness and Training	Incident Response	Risk Assessment
Audit and Accountability	Maintenance	System and Services Acquisition
Configuration Management	Media Protection	System and Communications Protection
Security Assessment	Physical and Environmental Protection	System and Information Integrity
Contingency Planning	Planning	

Table 3. Examples of the NIST Control Families. There are seventeen control families in the SP800-53. These control families provide 1500 checkpoints/questions that will be asked/evaluated related to the water utility.

3.4.5 Threat Analysis

The Assessment Team will estimate the likelihood of malevolent events and dependent hazards. Also, an estimate of the probability of natural hazards will be conducted.

3.4.6 Risk and Resilience Analysis

The Assessment Team and the City will estimate the City’s risk and resilience relative to each threat-asset pair (see [Task 3.1.2](#), page 13). The Assessment Team will then examine their current level of resilience, which can include factors such as connectivity, interdependencies, preparedness, continuity of operations, and recovery plans.

3.4.7 Risk and Resilience Management

The Assessment Team and the City will determine whether actions will be needed to enhance all-hazards security and/or resilience. The Assessment Team and the City will decide on possible implementation actions to achieve an acceptable level of risk at an acceptable cost. This will include net benefit/cost ratio calculations. The steps to calculate this will include:

1. From the threat-asset pairs from 3.4.6, determine the risk and resilience levels that are acceptable;
2. List the countermeasures and mitigation strategy options for those threat-asset pairs that are not acceptable;
3. Estimate costs for each of those options;
4. Assess those options;
5. Identify if any of those options will mitigate more than one threat-asset pair; and
6. Calculate the net benefits and benefits-cost ratio.

3.5. RRA Report with Recommendations

The Assessment Team will deliver two Risk and Resilience Assessment (RRA) Reports deliverables:

- An Executive Summary Report
- An Extended Technical Report

3.5.1 Executive Summary Report

The Executive Summary Report will summarize the findings of the RRA providing a brief overview of the longer report. This report will provide the readers with an immediate basic understanding of the report without reading the extended technical report. This report will propose either new, or confirm the existing, recommended strategy.

3.5.2 Extended Technical Reports

The extended technical RRA report covers operations, technical procedures, and preparedness. The Vulnerability/Risk Assessment includes Strengths, Weaknesses, Opportunities, and Threats (SWOT) or Gap Analysis with description, rationale, suggested remediation, and impact. All recommendations will either relate to

industry best practices (including the source of the best practice recommendation: such as regulatory, compliance, or authorization scheme) or otherwise be identified as the expert opinion of the Assessment Team.

The Assessment Team will recommend security controls that should be implemented to increase the security and resilience of the utility. These security controls will be ranked in terms of priority of when they should be implemented (Priority 1 - 4). The easiest and least expensive to implement will be Priority 1. Priority 1 is the minimum level of acceptable security. The lower priorities continue to enhance the level of security and resilience of the utility. Each lower priority increases in terms of resources required to implement them.

The Assessment Team initially will provide a draft version of the applicable report(s) to the City for a 30-day review and commentary period. The Assessment Team then will deliver a revised final version incorporating the comments from the City and providing additional requested information.

3.6. Post-Assessment Workshop

The Assessment Team will conduct a virtual post-assessment workshop to present the key elements of Task 3.5 (the RRA report) and potential mitigation activities recommended. The workshop will address federal, state, local and water industry laws, regulations, and statutes.

Task 4: Update the Emergency Response Plan (ERP)

4.1. Update the ERP

The Assessment Team will review the existing ERP. Updating the ERP will help increase the resilience of the system. (*Resilience* is the ability to cope with, and recover from, disruption, and anticipate trends and variability.) This will be done to maintain services for people and protect the natural environment now and in the future. The final RRA report, from Task 3.5, will aid the updating of the ERP. The following elements are recommended for consideration:

- Review of current ERP, including the City's Water Supply System health and safety plans associated with other potential local providers/local agencies.
- Review of personnel roles and responsibilities, including response personnel organizational charts; definitions of roles and responsibilities to be assumed during an emergency; position checklists; procedures for activation, escalation, and emergency operating center; and guidelines for emergency declarations.
- Identification of first responders and persons who should be contacted immediately in an emergency response, including but not limited to local governance such as the City of Las Vegas Department of Public Works, City of Las Vegas Police Department, Las Vegas Fire Protection District, New Mexico Emergency Management Agency, San Miguel County Local Emergency Planning Committee, San Miguel County Health Department, San Miguel County Sheriff's Office, and City of Las Vegas Parks and Recreation.
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the City to deliver safe drinking water.
- Establishment of protocols and standard operating procedures (SOPs), including short- and long-term contingency options; water system shut down and start up procedures; plans for communicating these protocols to first responders; plans for communication of first responder's SOPs to the City; and SOPs for notification of the public, especially system users.

The Assessment Team then will complete an update to the ERP that meets AWIA standards and industry best practices. The Assessment Team will explain the risks to the systems. Also explained will be ways to make the system 1) more resilient, 2) more secure, and 3) strategies to mitigate issues when they occur. The approaches provided will address both natural and man-made hazards to the community water system.

The Assessment Team will initially provide a draft version of the ERP to the City for review and commentary. The Assessment Team will deliver a revised final ERP within 5 business days of the receipt of comments suggested in the City review.

4.2. Executive Summary and Overview Briefing

One week after providing the final ERP, the Assessment Team will provide an executive summary and overview of the updates to the ERP to the City.

Assurance of Designated Project Team

The Assessment Team assures that this designated project team will be used for the duration of the project. Departure or reassignment of, or substitution for, any member of the designated project team, will not be made without the prior written approval of the City. The Assessment Team is prepared to respond to City quickly and effectively. Our company size allows us to respond immediately to client questions with senior and capable personnel. We foresee no difficulty accomplishing the tasks in advance of the EPA Deadlines.

Customer References

Given our assessment that this is a Medium Assessment we have given references for the most relevant projects. We provide the following references, please let us know if you need additional references.

1. NewView Oklahoma

Teresa Rule led this Cybersecurity Assessment and ERP Project

Bernie Anderson, Director of Contract Management
Telephone: (405)604-5194
Email: banderson@newviewoklahoma.org
Address: 501 N Douglas, OKC, OK 73106

2. Schatz Strategy Services

Teresa Rule led this compliance assessment project

Sheree Lewis, President
Telephone: (580) 628.4607
Email: Sheree.Lewis@schatzpublishing.com
Address: 11950 W. Highland Avenue, Blackwell, OK 74631

3. Walsworth Publishing

Teresa Rule led this compliance assessment project

Mike Sargent, Director of Technology
Telephone: (660)376-3543 ext. 3590
Email: Mike.Sargent@walsworth.com
Address: 306 N. Kansas Ave., Marceline, MO 64658

4. City of Pullman - Public Works

Kevin Owens is currently leading this AWIA RRA & ERP effort

Art Garro, Maintenance & Operations Superintendent
Telephone: (509) 338-3238
Email: art.garro@pullman-wa.gov
Address: 825 NW Guy St, Pullman, WA 99163

5. Oklahoma City

Larry Roach, Guernsey, is currently leading 3 efforts.

Mr. Eric Wenger, Public Works Director
420 W. Main
Oklahoma City, OK 73102
(405) 297-3486
eric.wenger@okc.gov

6. City of Norman

Larry Roach, Guernsey, is currently leading this effort.

Mr. Nathan Madenwald, Capital Project Engineer
PO Box 370
Norman, OK 73070-0370
(405) 366-5426
nathan.madenwald@normanok.gov

7. Continental Divide Electric Cooperative, Inc.

David Hedrick, Guernsey, led this effort.

Mr. Robert Castillo, CEO/General Manager
PO Box 1087
Grants, NM 87020
(505) 285-6656
rcastillo@cdec.coop

8. Central New Mexico Electric Cooperative

David Hedrick, Guernsey, led this effort.

Mr. Matthew Collins, General Manager/CEO
PO Box 669
Moriarty, NM 87035-0669
(505) 832-4382

Current Volume of Work with City of Las Vegas

The Assessment Team's current volume of work with the City of Las Vegas is less than 75%.

Veteran Preference

Control Cyber ownership partially owned by a Service-Disabled Veteran of the US Marine Corps. The percentage of Service-Disabled Veteran ownership is 34%. The team members of Control Cyber include over 50% veteran workers.



CITY OF LAS VEGAS, NEW MEXICO



RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

August 19, 2020

AARC Consultants

500 Marquette Ave NW, Suite 1200

Albuquerque, New Mexico 87102

Tel: (505) 254-2272 · Fax: (833) 771-AARC



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(813) 249-2272

Washington, D.C.
(202) 584-2272

Wichita, KS
(316) 618-9130

08/19/2020

City Council Chambers
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

RE: Risk & Resilience Assessment and Emergency Response Plan

The AARC Team stands ready to provide professional services to support the City Las Vegas (the City) as it complies with the America's Water Infrastructure Act (AWIA) requirements for a Risk & Resilience Assessment (RRA) and Emergency Response Plan (ERP).

Improving water infrastructure resilience requires specialized knowledge and experience through consultants who know the local, regional, and state water environment, system risks and constraints, and options available for building a realistic, sustainable, and resilient water future. This proposal will demonstrate that the AARC team is well-qualified and meets all of the AWIA project criteria.

Unique and authoritative qualifications for AWIA compliance:

- In addition to **18** AWIA projects, AARC's Principal-in-Charge Dr Scott Thomas has performed water system resilience analyses at **13** military installations in California, focusing on on-base and off-base water resources and infrastructure, including potential effects of drought and changing climate.
- AARC Project Manager Dr. Pacia Diaz is an environmental engineer with more than **10** years of experience in water infrastructure resilience, with a focus on the effects of climate change on water supply utilities. She is experienced in using the AWWA J100 framework for compliance with the AWIA of 2018, Emergency Response Plans, and Gap Analyses for the Water and Wastewater Industry.
- AARC's Senior RRA Manager Dr. Jerry Brashear has personally authored and revised water infrastructure standards since 2005, including J100, all-hazard Risk Analysis & Management for Critical Asset Protection and many of the critical AWIA standards and documents referenced in this proposal.
- Other AARC team members have direct experience in RRA and Homeland Security matters at sensitive infrastructures, including municipal facilities, ports and harbors, food preparation and chemical factories, airports, and other critical infrastructure.
- Local presence: AARC has multiple public and private relationships in New Mexico – the Cities of Albuquerque, Artesia, Carrizozo, Roswell, and Socorro.

Based upon our experience, local knowledge, and track record of success in planning for water resource resilience and sustainability, AARC is the best-qualified firm to provide the professional civil engineering services required by the City. AARC Acknowledges receipt of Addenda 1 and 2. Please contact me at (505) 254-2272 if you have any questions during your review of our proposal.

Sincerely,

Scott Thomas, PhD, Principal Scientist
Vice President, Resiliency, Sustainability, and Emergency Planning
AARC Consultants, LLC
Federal Tax ID No. 46-2542494



Regional Office:

500 Marquette Ave NW Suite 1200, Albuquerque, NM 87102 · Tel: (505) 254-2272 · Fax: (833) 771-AARC

Corporate Office:

2000 W Sam Houston Parkway S, Ste. 850, Houston, Texas 77042 · Tel: (713) 974-AARC · Fax: (713) 339-AARC

A. OFFERER'S IDENTIFICATION

OFFEROR INFORMATION

OFFEROR: AARC Consultants, LLC Federal Tax ID No. 46-2542494

AUTHORIZED AGENT: Archna Chainani

ADDRESS: 500 Marquette Ave NW Suite 1200, Albuquerque, NM 87102

TELEPHONE NUMBER (505) 254-2272

FAX NUMBER (833) 771-2272

DELIVERY: Same

STATE PURCHASING RESIDENT CERTIFICATION NO.: Pending

NEW MEXICO CONTRACTORS LICENSE NO.: Pending

SERVICE (S): **RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF Virginia }

COUNTY OF Lynchburg }

I, Archna Chainani state under penalty of perjury that I am at least 18 years old, and am of 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.

Archna Chainani
Signature

Document Notarized using a Live Audio-Video Connection

Subscribed and sworn to before me, this 18 day of August, 2020.

(SEAL)

SAMANTHA NYE
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION # 7747969
COMMISSION EXP SEPTEMBER 30, 2021

[Signature]
Notary Public Signature
My Commission Expires: September 30, 2021



B. CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

8/14/2020

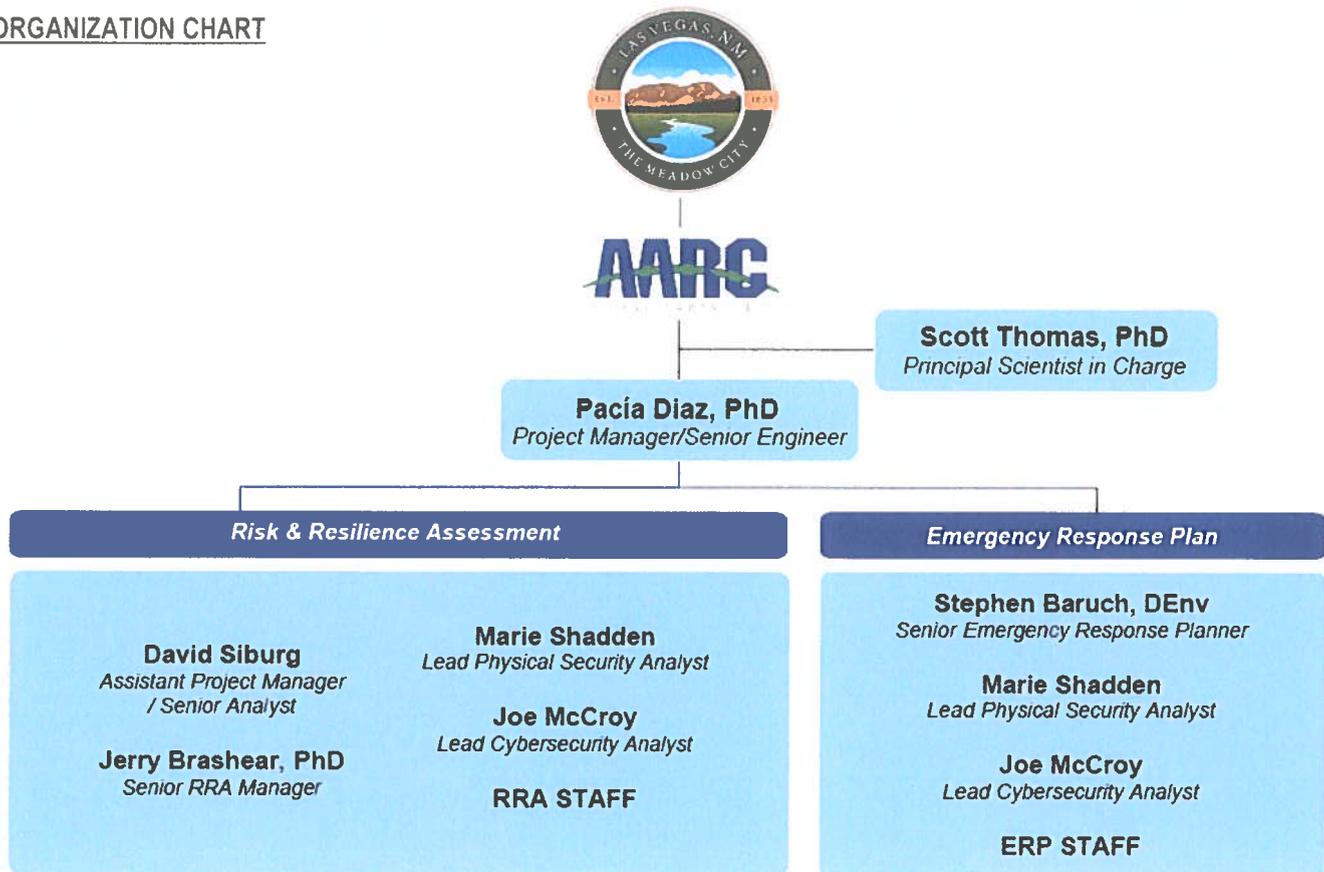
Date

Principal Scientist

Title (Position)

C. PERSONNEL EXPERIENCE

ORGANIZATION CHART



TEAM RESUMES WITH CERTIFICATIONS

Scott Thomas, PhD – Principal Scientist in Charge



Dr. Scott Thomas is a water resources scientist with more than 25 years of experience in the water sector, including 13 years of experience performing resiliency assessments for utilities and critical infrastructure. He was an officer in the United States Marine Corps for 20 years, retiring as a Lieutenant Colonel. He served as Director of Water Resources for four years at Marine Corps Base Camp Pendleton and as an Environmental Officer for nine years at three other military bases. He also currently serves as an adjunct professor at the University of Denver.

Education:

- PhD, Environmental Science and Public Policy, George Mason University
- MA, Business and Management, Webster University
- BA, History, Hampden-Sydney College

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate
- EPA Hazardous Materials Incident Management Response Operations
- Terrorism Counteraction (USMC)
- Health and Environmental Risk Communication
- EPCRA and TRI
- CA Hazardous Materials Technician 1A, 1B, 1C (120 hrs)
- Hazardous Material First Responder Operations

- Principal in Charge for 18 AWIA projects: Parker Water District CO, City of Orem UT, City of Wichita KS, Cleveland County Water NC, Brownsville Public Utilities TX, City of Laredo TX, San Patricio Municipal Water District TX, City of San Juan, TX, City of Redwood City, CA, City of Fresno CA, City of Santa Clara CA, Rancho California Water District CA, Western Municipal Water District CA, Sweetwater Authority CA, City of Merced CA, City of Rialto CA, City of Burlingame CA, City of South Gate, CA.
- Resilience planning support to six million customers of Santa Ana Watershed Project Authority in California.
- Developed series of water sector plans for 125,000-acre Marine Corps Base Camp Pendleton, CA: Facility Operations Plan; Urban Water Management Plan; Strategic Water Plan; Water Resource Plan; Water Resource Education and Outreach Plan.
- Analysis of water system vulnerability and resilience for eight Marine Corps installations in California.
- Developed innovative methodology to assess water & energy resilience of Army combat outposts in Afghanistan.
- Water source resilience and sustainability evaluation of five military bases in California for US EPA and DoD.
- Editor for two Environmental Assessments per the National Environmental Policy Act (NEPA).
- Project Manager, Stream Flow Measurement and Gauge Maintenance MATOC, U.S. Corps of Engineers, Sacramento CA.

Pacia Diaz, PhD – Project Manager / Senior Engineer



Dr. Pacia Diaz is an environmental engineer with more than 10 years of experience in water infrastructure resilience, with a focus on the effects of climate change on water supply utilities. She is experienced in using the AWWA J100 framework for compliance with the AWIA of 2018, Emergency Response Plans, and Gap Analyses for the Water and Wastewater Industry. She developed the AARC Risk & Resilience Tool (ARRT) for AWIA assessments.

Education:

- PhD, Environmental Engineering - University of South Florida
- MA, Civil Engineering, University of South Florida
- BS, Civil Engineering, University of South Florida
- Diplomate, Urban Management Tools for Climate Change, Erasmus University, Rotterdam (Fulbright Scholar)

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate
- AWWA Security Practices for Operations and Management
- FEMA Disaster Management for Water & Wastewater Utilities (Mgt-343)
- FEMA IS-00235b Emergency Planning
- FEMA IS-00015b Special Events Contingency Planning for Public Safety Agencies
- FEMA IS-00139 Exercise Design
- FEMA IS-00393a Introduction to Hazard Mitigation
- FEMA IS-00547a Introduction to Continuity of Operations
- LEED AP BD+C (Leadership in Energy & Environmental Design)
- FDEP Qualified Stormwater Inspector

Relevant Experience Highlights:

- Assistant Project Manager for AWIA projects: Cleveland County Water, Lawndale NC; Brownsville Public Utilities Board TX; City of Laredo TX; San Patricio Municipal Water District, Ingleside TX.
- Senior Engineer / Risk and Resilience Analyst and Emergency Response Planner for AWIA projects: Western Municipal Water District, Riverside CA; Sweetwater Authority, San Diego CA; City of Merced, CA. Cleveland County Water, Lawndale NC; City of Wichita KS; City of Orem UT; Parker Water District, Parker CO; Brownsville Public Utilities Board TX; City of Laredo TX; San Patricio Municipal Water District, Ingleside TX; City of San Juan TX;
- Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit preparation and stormwater compliance inspections.
- Hillsborough County, Florida - Stormwater Capital Improvement Projects, Technical Letter Investigation Reports.
- City of Longwood, Florida – Infrastructure Assessment Service (including drainage) for GASB 34 Implementation.
- St. Johns County, Florida – Infrastructure Assessment and Valuation Services (including drainage) for GASB 34 Implementation.
- City of Tampa, Florida – Water Main Replacement engineering.

David Siburg – Assistant Project Manager / Senior Planner



David Siburg has more than 30 years of experience in the water sector with both large and small utilities. He served as General Manager of a Public Utility District for more than 24 years with a strategic focus on capacity building and business continuity, innovation, stakeholder engagement, and resilience. He has served on more than 20 regulatory and advisory committees.

Education:

- Master of Planning, (AICP Planning Student Award) Humphrey Institute of Public Affairs, University of Minnesota
- BA, Economics (cum laude), Environmental/Ecosystem Studies, Pacific Lutheran University

Specialized Training and Certification:

- AWWA Utility Risk and Resilience Certificate
- Active on multiple AWWA committees
- Participated in the creation of the Water Research Foundation Business Continuity Planning Guidance project (#4319).

Relevant Experience Highlights:

- General Manager, Kitsap Public Utility District, Kitsap County, Washington. Created Community Access Readiness Empowerment Systems (CARES) Platform, integrating Broadband, Information, Environment and Water Systems for Community Resilience. Utilized ISO 22301:2012, ISO 9001, Galbraith Star framework, Total Quality Management (TQM), Six Sigma, Lean processes, and Appreciative Inquiry.
- Senior Analyst for AWIA projects: Parker Water and Sanitation District, CO. City of Merced, CA; City of Orem UT.
- Facilitated the Strategic Direction and Mission of the multi-organizational Northwest Open Access Network (NoaNet) and a number of Strategic Workshops for the Washington PUD Association – composed of 28 different Power, Water, Telecommunications and Wastewater Members. Has facilitated in excess of 50 workshops with executive staff.
- 55 Public Water Systems Restructured to improve Capacity, Business Continuity, Service, and Environmental Outcomes.
- 100+ Public Water Systems provided with Contract Operations and Data Management Services.
- Coached executive directors and CEO of Saudi Arabia National Water Company serving 12 million people with 7,000+ employees.
- Worked with Tribes, Federal Agencies, State Legislators and Regulators, Regional / Local Stakeholders, and Boards of Commissioners on Complex Resource and Infrastructure Projects.
- 27+ years of developing, collecting and improving regional water resources data – Precipitation, Evapotranspiration, Surface Flows, Groundwater Levels, Hydrologic Basin Assessments, Water Quality, Data Quality Assurance, and Control Procedures and Processes.
- Volunteer water capacity development work in Namibia, Zimbabwe, Botswana, South Africa, Haiti, and Guam.

Jerry Brashear, PhD – Senior Manager, Risk & Resilience Assessment



Dr. Jerry Brashear is a seasoned consultant with decades of experience in management, risk and resilience business process engineering, research and development, business planning, continuity and budget, and consulting to a variety of industries, including the energy sector, infrastructure and process industries, and local, state, and national governments. He has been working on the J100 and its predecessors since 2005, and authored numerous essential documents including the revised all-hazard, generic Risk Analysis and Management for Critical Asset Protection (RAMCAP); RAMCAP for water/wastewater systems; ANSI/ASME-IT/AWWA J100-10 Standard, online 20-hour AWWA J100 training course; portfolio analysis/optimization method using RAMCAP; Metropolitan Regional RAMCAP – field test/demo of risk/resilience analysis for infrastructures, dependencies, corporations, public-private partnerships and regions; updates to J100-19/20 for natural hazards, risk reduction/resilience enhancement, resource allocation, terrorism likelihood & cybersecurity; & several white papers and technical articles on the J100.

Education:

- PhD, Interdisciplinary Program in Urban, Technological & Environmental Planning, University of Michigan
- MBA, concentration in decision analysis, planning, and business processes. Harvard Business School
- BA, Social Psychology and Liberal Arts, Princeton University.

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate
- 40 Hrs OSHA HAZWOPER
- EPA Hazard Ranking System

Relevant Experience Highlights:

- Designed new elements of AWWA J100-19/20 Standard, especially in risk management, terrorism threat likelihood & cybersecurity; currently writing & editing the J100-19/20 Guidance package – technical and methodological details for implementing J100-19/20 correctly & efficiently (due out shortly).
- Currently developing methods & tools for estimating regional economic losses due to utility outages and a fully stochastic version of J100-19/20.
- Senior Risk and Resilience Manager for AWIA projects: Western Municipal Water District, Riverside CA; Sweetwater Authority, San Diego CA; City of Merced, CA. City of Laredo, TX; City of Brownsville, TX; Cleveland County Water, Lawndale NC; City of Orem UT; Parker Water and Sanitation District, CO
- Designed, built & successfully demonstrated field-tested first regional & corporate all-hazards. risk/resilience/security analysis process to support investment & performance assessment of metropolitan regional infrastructures, public-private partnerships, & dependencies/interdependencies.
- Evaluated 21 federally sponsored critical infrastructure risk analysis, demonstrating J100-10 provided more useful information for allocation decisions.
- Developed, wrote & field-tested Water/Wastewater RAMCAP guidance document, the basic foundation for the AWWA J100-10 Standard.
- Wrote & co-recorded AWWA's 20-hr. CEU online course & exams on J100-10.
- Extended RAMCAP to risk/resilience portfolio tools for major industries & infrastructures, cited by National Science & Technology Council.
- Led five-university consortium in evaluation & recommendations for eight infrastructures in the National Capital Region & the NCR as a region.

Marie Shadden – Senior Physical Security Analyst



Marie Shadden has more than 40 years of experience in security plans and programs, OSHA regulations and implementation of National Response Plans, and training and development. Experienced in performing needs assessments, developing corporate and public security policy, and creating training programs and plans for Emergency Operations and Business Continuity. Expertise in disaster preparedness and recovery, continuity of operations planning (COOP), and community relations, including Business Executives for National Security (BENS) and emergency communications. Uses professional and Homeland Security standards to design testing, evaluation, and exercises.

Education:

- MPA, Criminal Justice Administration, Golden Gate University, San Francisco
- BS, Criminology, University of California

Specialized Training and Certifications:

- FEMA Emergency Management Institute Certificates in NRP/NIMS, Preparedness and Resilience
- Blast Vulnerability Assessment of Water Systems, US Army Research & Development Command, USEPA, and NHSRC
- Risk Assessment Methodology for Water (RAM-W), Water Research Foundation
- VSAT Certification
- Academic Instructor Certification, Air University

Relevant Experience Highlights:

- Developed security design standards and guidelines for drinking water treatment operations. Participant in National Drinking Water Advisory Council sponsored leader focus group testing the 14 Measures of an Active and Effective Security Program. Enhanced and standardized security progress.
- Managed institutional physical and personnel security programs, determined deficiencies, formulated plans, established time lines, allocated budget, coordinated activities, wrote project reports. Enhanced safety for staff, reduced project cycle-time, reduced loss rates, increased productivity.

- Developed OSHA and WMD hazardous materials response training programs for federal, state and local government clients. Designed interventions, created materials, coordinated program implementation. Trained 1,200 federal agents, restructured response, increased corporate revenues by \$1.4M.
- Established physical security program for critical infrastructure water utility with \$6 million annual budget for security, linked to mission requirements, instituted performance contracts, planned resource allocation, tightened schedules, instituted competition. Improved productivity, reduced associated consulting costs.
- Conducted national needs assessment for integrated computer crime investigation operations and training. Coordinated meetings, guided discussions, collected and analyzed data, reported on results, made recommendations. Reorganized and integrated plans, reduced costs, introduced new technology.
- Developed, wrote and coordinated security and interagency emergency response and mutual aid/assistance plans, established achievable goals, effectively communicated requirements, implemented financial controls, planned, restructured, and directed activities. Improved performance, established continuity, created excitement, expanded market share, promoted legislation, integrated federal, state and local operations.
- Reviewed and analyzed proposals for services and hardware installation contracts, interpreted and critiqued across functions, predicted outcomes extrapolated from proposals, and negotiated contracts. Assisted decision makers, reduced program costs, saved time, enhanced interoperability.
- Director of Security and Safety, City of Atlanta, Georgia, Department of Watershed Management
 - Designed and directed the security and safety operations for a combined drinking water and wastewater treatment utility with 1,400 city utility employees and 60 sites throughout two counties, serving a population of 1.5 million.
 - Developed security protocols, disaster preparedness and continuity of operations plans that met and anticipated codes and regulations in response to Public Law 107 (Terrorism Prevention and Disaster Preparedness), 2002.
 - Assisted EPA officials with development of new national voluntary standards for measurement of performance in security as a member of the Measures Testing Group of the Water Security Working Group.
 - Developed and managed contracts for security engineering, guard services, and program performance assessments.
 - Managed preparation of unique emergency response and disaster recovery plans in accordance with EPA timelines, ensured appropriate document maintenance and trained employees.
 - Implemented Incident Command System (ICS) in the water utility environment. Managed the internal security environment for the Department.

Joseph McCroy – Senior Cybersecurity and Physical Security Specialist



Joseph McCroy is a retired Army Reserve Major with extensive experience in Cyber Threat Intelligence, Supervisory Control and Data Acquisition (SCADA) system components, Industrial Control Systems (ICS) and U.S. Critical Infrastructure. Nearly two decades of experience in the IC community, including nine years specializing in Military Intelligence tradecraft training and doctrine; eight years involvement as an MI Staff Officer responsible for collection management, strategic communications, curriculum development, policy writing, and enforcement.

Education:

- MS, Military Intelligence, Command Control and Information Operations, American Military University
- BS, Criminal Justice, Chapman University, California

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate
- Certified SCADA Network Security Architect (CSSA)
- Specializing in Supervisory Control and Data Acquisition (SCADA) system components
- Industrial Control Systems (ICS) and U.S. Critical Infrastructure
- Active Top Secret (TS) with Sensitive Compartmented Information (SCI) with Counterintelligence Polygraph
- Trained in OSI model and underlying network protocols (e.g., TCP/IP)

Relevant Experience Highlights:

- Assistant Project Manager and Senior Cybersecurity Analyst for City of Wichita KS and Parker Water and Sanitation District CO RRA and ERP.
- Senior Cybersecurity Analyst for Rancho California Water District, City of Fresno CA, City of Santa Clara CA, Sweetwater Authority CA, Western Municipal Water District CA, City of Merced CA, City of Orem UT, City of Laredo TX, San Patricio Municipal Water District TX, and Cleveland County Water NC AWIA projects.
- Applied comprehension of tactical to strategic level intelligence analysis of cyber threats, vectors, and actors to support cyber defense and computer network operations.
- Advised the Army and Air Force on understanding network vulnerability and malware analysis to identify Indicators of Compromise (IOC) in ICS-SCADA systems such as utilities, water and wastewater treatment plants, oil and gas refineries, and power transmission systems.
- Consulted the Army and Air Force on the uses of forensics, network vulnerability, and malware analysis to conduct both technical analysis of cyber threats and events as well as all-source analysis of cyber threats and their vectors and capabilities.
- Used open source data and classified reporting to analyze political, economic, social, and behavioral aspects of malicious cyber activity.
- Understanding of cyber-attack stages (e.g., reconnaissance, scanning, enumeration, gaining access, escalation of privileges, maintaining access, network exploitation, covering tracks) commonly used on ICS-SCADA and OT systems used in water and wastewater treatments plants and utilities.

Stephen Baruch, D Env, MBCI, CBCP – Lead Emergency Response Advisor



Dr. Stephen Baruch has more than 20 years of experience as a private and public sector expert in Emergency Preparedness and Business Continuity. He designed and implemented Genentech's BCP Program and is consulting with the Rock Church, Stanford University's Office of Real Estate, Jazz Pharmaceuticals, and the San Jose California Water Company. Past clients include MetricStream, Stanford Management Company, Facebook, D.W. Morgan, Netflix, Celera, and the Office of Emergency Services in San Mateo, California.

Education:

- D Env, Environmental Science and Engineering, UCLA
- MS, Public Health, Yale University
- MS, Public Administration, University of Southern California
- BA, Brooklyn College

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate
- Certified Business Continuity Professional, (CBCP)
- Member Business Continuity Institute (MBCI)
- Carlsbad Emergency Response Team (CERT), California

Relevant Experience Highlights:

- Lead Emergency Response Planner or Advisor for 18 AWIA projects: Parker Water District CO, City of Orem UT, City of Wichita KS, Cleveland County Water NC, Brownsville Public Utilities TX, City of Laredo TX, San Patricio Municipal Water District TX, City of San Juan, TX, City of Redwood City, CA, City of Fresno CA, City of Santa Clara CA, Rancho California Water District CA, Western Municipal Water District CA, Sweetwater Authority CA, City of Merced CA, City of Rialto CA, City of Burlingame CA, City of South Gate, CA.
- 20+ Business Continuity Plans.
- Business Continuity Consultant – San Jose Water Company (SJWC), California.

D. LICENSE

Details pending.

E. EXPERIENCE IN SPECIALIZED SERVICES FOR SCOPE OF WORK

AARC is currently engaged on AWIA projects for Cities, Counties, Water Authorities, and other public entities across the nation. All projects are being conducted on schedule and within budget. These projects typically include:

- Infrastructure Vulnerability and Risk Assessments - Physical, Operational, Fiscal, and Cyber.
- Risk Mitigation Planning.
- Emergency Response and Recovery Planning, including Cyber Security Response and Recovery.
- Pandemic Planning.

Parker Water & Sanitation District, Parker, Colorado (2020-2021)

Population served: More than 50,000 residents in the Town of Parker, as well as areas of Lone Tree, Castle Pines, and parts of Douglas County.

Contact: Jarod Baylie, Engineering Supervisor: 720-842-4262; jbaylie@pwsd.org

City of Orem, Utah (2020-2021)

Population served: More than 97,000 residents - nine deep wells, two mountain springs, seven water storage facilities, and 375 miles of distribution lines.

Contact: Neil Winterton, Water Resources Manager: 801-229-7510; rwinterton@orem.org

City of Wichita, Kansas (2019 – 2020)

Population served: More than 500,000 residents, with some facilities constructed circa 1940.

Contact: Laura Quick, Compliance Manager: 316-942-4482; lquick@wichita.gov

Cleveland County Water, Lawndale, North Carolina (2020-2021)

Population served: More than 52,700 residents - water treatment plant capacity of 8 MGD and approximately 2,000 miles of water line.

Contact: Jeff Earl, Operations Director: 704-538-8033; jearl@clevelandcountywater.com

City of San Juan, Texas (2020-2021, contract in progress)

Population Served: More than 37,000 residents in the McAllen - Reynosa metro area in the Lower Rio Grande Valley. Water treatment, distribution, wastewater collection, and water reclamation operations.

Contact: Rene Jaime, Purchasing Agent: 956.223.2200; rjaime@sjtx.us

San Patricio Municipal Water District, Ingleside, Texas (2020-2021)

Population Served: More than 88,000 customers in nine municipal water systems and two rural water supply corporations, with industrial customers on the Corpus Christi Ship Channel.

Contact: Jake Krumnow, O&M Manager: 361-777-4015; jjk@spmwd.net

Public Utilities Board, Brownsville, Texas (2020-2020)

Population Served: More than 185,000 residents – water treatment plants, water lines, tanks, and a major Deepwater Sea Port.

Contact: Diane Solitaire, Purchasing Manager: 956-983-6366;

dsolitaire@brownsville-pub.com

City of Laredo, Texas (2020 - 2021)

Population Served: More than 260,000 residents on the US / Mexico border – water treatment plants, storage facilities, and water lines.

Contact: Arturo Garcia, Jr., PE, Utilities Engineering Manager: 956-721-2000; agarcia10@ci.laredo.tx.us



Rancho California Water District, Temecula, California (2019-2020)

Population served: More than 150,000 residents, as well as agricultural fields and vineyards in one of the most rapidly growing communities in the country.

Contact: Tom Marcoux Safety & Risk Officer: 951-296-6948; marcouxt@ranchowater.com



Western Municipal Water District, Riverside, California (2019-2020)

Population served: WMWD serves more than 1,000,000 in the Inland Empire east of Los Angeles as a water retailer and wholesaler to other agencies.

Contact: Anita Wilcox: 951-789-5141; awilcox@wmwd.com



City of Fresno, California (2019-2020)

Population served: More than 500,000 residents - groundwater supply wells, water treatment facilities, and water mains.

Contact: Jesus Gonzalez, PE: 559-621-2489; jesus.gonzalezjr@fresno.gov



City of Santa Clara, California (2019- 2020)

Population served: More than 130,000 residents, drawing upon the Santa Clara Valley Water District, the Public Utility Commission, ground water, and recycled water.

Contact: Shilpa Mehta, PE: 408-615-2011; smehta@santaclaraca.gov



Sweetwater Authority, San Diego, California (2019-2020)

Population served: More than 190,000 residents in the City of National City, the unincorporated area of Bonita, and the western portion of the City of Chula Vista.

Contact: Clay Clifton: 619-409-6861; cclifton@sweetwater.org



City of Redwood City, California (2020 – 2021)

Population served: More than 90,000 residents; member of Bay Area Water Supply and Conservation Agency (BAWSCA) which purchases water from San Francisco Public Utilities Commission (SFPUC).

Contact: Aaron Nair, Management Analyst: 650-780-7474; anair@redwoodcity.org



City of Merced, California (2020 – 2021)

Population served: More than 83,000 residents; system pumps 35 million gallons per day.

Contact: Ken Elwin, PE, Director of Public Works: 209-385-6803; publicwks@cityofmerced.org



City of Rialto, California (2020 – 2021)

Population Served: More than 100,000 residents; six active well sites, 12 water booster sites, and four reservoirs, variously constructed between 1967 and 2019, producing approximately 7.8 MGD.

Contact: Rick Amadril, Procurement Specialist; 909-820-2539, procurement@rialtoca.gov



ADDITIONAL EXPERIENCE IN NEW MEXICO

These projects for public and private clients relate to AWIA requirements in that they required Risk and Vulnerability Assessments, NPDES Permitting, SPCC Compliance, and EPCRA Reporting.

City of Roswell, New Mexico - Waste Water Treatment Plant - Contact: Daniel Mendiola, 575-624-6700.

City of Carrizozo, New Mexico - Municipal Airport - Contact: Bill Hayes, 575-648-1118.

City of Artesia, New Mexico - Artesia Municipal Airport - Contact: 575-513-1836.

Purina Animal Nutrition, LLC, Artesia, New Mexico - Contact: Cindy Biedenbach, 575-746-4711.

A-1 Quality Redi-Mix, Inc., Socorro, New Mexico - Contact: Steven Aguilar, 575-835-2417.

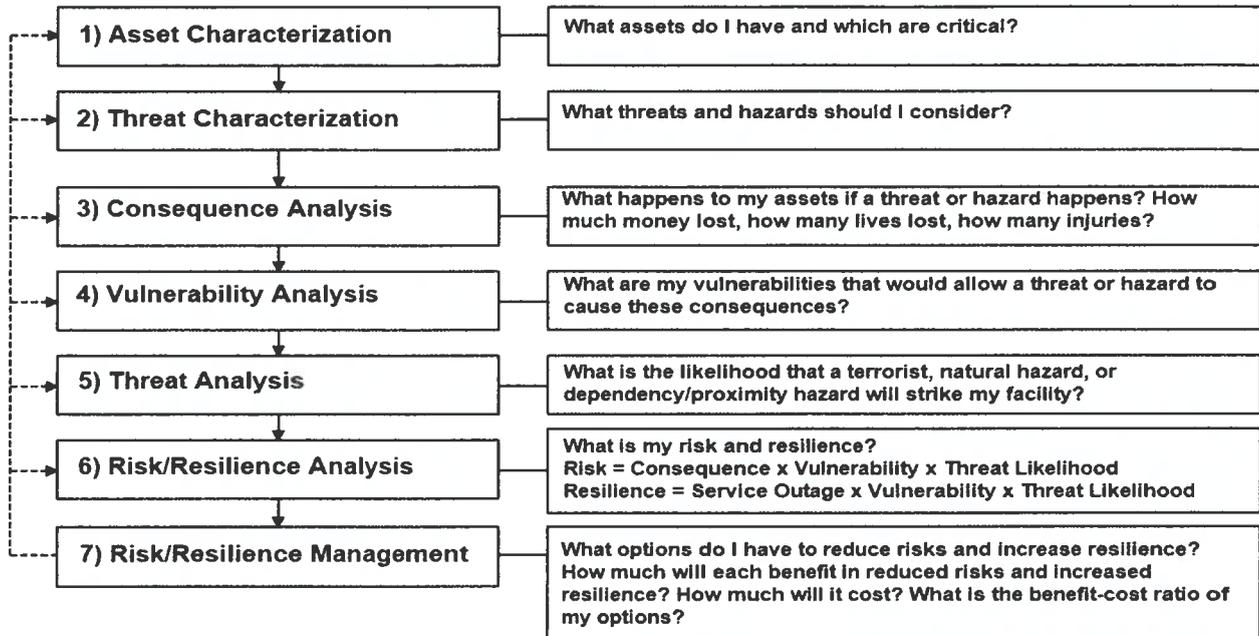


PROJECT APPROACH, TASKS, AND SCHEDULE



► AARC understands that the City of Las Vegas, New Mexico, with a population of more than 13,000 residents, has unique physical and geographical conditions that will require a customized Risk & Resilience Assessment by June 20, 2021, and a customized Emergency Response Plan by December 21, 2021. AARC is fully prepared to meet these early deadlines.

AARC will closely follow the ANSI/AWWA J100-10 (R13) Methodology for Risk Analysis and Management for Critical Asset Protection Standard, originally authored by AARC team member Dr. Jerry Brashear. The seven-step J100 process is designed to efficiently focus on what is most important for the utility to manage.



TASK 1 – RISK AND RESILIENCE ASSESSMENT

AARC has thoroughly reviewed the City’s posted documents and reports:

- 2019 Drinking Water Quality Report
- 2016 Water Enhancement Program Progress Report
- 2014 Water Enhancement Program Updates
- Regional Drinking Water Action Plan
- 2011 Preliminary Engineering Report (PER)



Bradner Reservoir near capacity

In addition, AARC will request from the City data and information necessary to perform the RRA and develop the ERP, which may include documentation such as the following:

Vulnerability Assessments (physical and/or cyber)	Programs/Emergency Response Contract Plans
Standard Operating Procedures (SOPs)	Hazard Mitigation Plans
Emergency Operations Plan (EOP) and/or Continuity of Operations Plans (COOP)	Emergency Operation Center Procedures and Building Evacuation and Damage Assessment Procedures
Dam Emergency Action Plans	Recovery Plans
Water Master Plans	Water Outage Emergency Drinking Water Plans
Capital Improvement Plans	Water Reliability Studies
Financial and Administrative Policies	DHS Protected Critical Infrastructure Information Audit Reports
Reserve Policies	Cybersecurity Assessment of Operations Networks
Financial Audit Findings	Cybersecurity Assessment of SCADA Networks
Procurement Policies	CA Division of Drinking Water Emergency Notification Plan

AARC will interview City staff and conduct several meetings and workshops. This task can be performed online if necessary, depending upon current COVID-19 social distancing requirements.

- ▶ In-person field assessments of City facilities will observe health guidelines implemented by the Centers for Disease Control and Prevention (CDC) and local health departments. It is anticipated that a maximum of one City employee and a maximum of two AARC representatives, arriving in separate vehicles, would attend the assessment. Appropriate personal hygiene, social distancing, and other recommendations of the City, the local health departments, and the CDC will be observed.



Peterson Dam, constructed 1911



Water Distribution Improvement on East Loop



Clarifier at Water Treatment Plant

Risk Analysis Software

AARC employs a number of tools for performing the RRA analysis. AARC has experience with the non-proprietary, USEPA-developed Vulnerability Self-Assessment Tool (VSAT) and the proprietary Program to Assist Risk and Resilience Examination (PARRE).

VSAT Web 2.0 is an "approachable" tool designed for non-specialists. VSAT would enable City staff to perform self-evaluations to remain compliant with AWIA. However, VSAT has certain limitations that will be discussed with City staff. The more sophisticated Program to Assist Risk and Resilience Examination (PARRE) is a proprietary software package with yearly fees (~\$500/user/year) and a steeper learning curve. Proprietary tools have valuable features; however, they require ongoing investment of time and money as well as specialized knowledge to employ in managing risk and resilience. The AARC Team typically uses its proprietary AARC Risk and Resilience Analytic Tool (ARRT ©). ARRT © is more flexible, customized, and client-oriented than VSAT and PARRE, and this option will be recommended to the City.

The AARC Team will write the Draft RRA, using the EPA's *Small System Risk and Resilience Checklist* as a starting point. Progress updates will be conducted with City staff to discuss interim risk analysis results, consequence analysis, preliminary data reports, and findings and recommendations as the Draft RRA is being developed. The Draft RRA will be transmitted securely to the City for review and comment. Meetings will be conducted to present the Draft RRA and review comments. The AARC Team will prepare written responses to all reviewer comments on draft deliverables and will not incorporate our responses into the next iteration unless the City has indicated that our response is acceptable and appropriately addresses the review comments.

- ▶ **Deliverables:** Kickoff Meeting; Preliminary List of Critical Assets; Interviews and Workshops; Draft RRA; Review Meeting and Presentation; Response to Comments; Final RRA.

TASK 2 – EMERGENCY RESPONSE PLAN

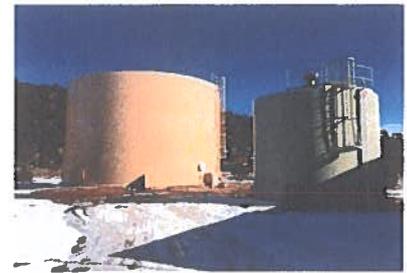
AARC will review the City's overall emergency preparedness, response and recovery policies and procedures, training and exercise plans, equipment lists, alternative water source information, community emergency operations plans, and Mutual Aid agreements. AARC will reach out to the appropriate local emergency planning agencies and schedule Skype/Microsoft Teams meetings to discuss documented ERP approaches.

AARC will conduct a Gap Analysis of the City's all-hazard preparedness. The Analysis will focus on what is missing or outdated, and what needs to be developed, utilizing the RRA findings, other documentation and recommendations from EPA's ERP Template. The benefits and costs for recommended risk mitigation measures from the RRA will be analyzed to develop recommended solution sets for risk reduction and emergency preparedness. The local emergency planning

agencies will be briefed on releasable portions of the RRA findings and recommendations and ERP elements and asked for their input.

AARC will develop a customized ERP for the City which will include:

- Strategies and resources to improve the resilience of the systems, including the physical security and cybersecurity.
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act, proximity hazard or natural hazard that threatens the ability of the City to deliver safe drinking water.
- Actions, procedures and equipment which can significantly lessen the impact of a malevolent act, proximity hazard or natural hazard on the public health and the safety and supply of drinking water provided to customers.
- Strategies that can be used to aid in the detection of malevolent acts, proximity hazards, or natural hazards that threaten the security or resilience of the systems.



Taylor Well Blending Tank Project

The City will review and comment on the Draft ERP. AARC will make requested changes and edits to address comments and produce the Final ERP. AARC will prepare written responses to all reviewer comments and will incorporate responses into the Final ERP for City approval.

- ▶ **Deliverables: Meetings and Interviews; Draft ERP; Response to Comments; Review Meeting & Presentation; Final ERP.**

PROJECT SCHEDULE

The following suggested timeline is included as a guideline and will be adjusted in coordination with City staff to fit City and AARC requirements, including COVID-19 restrictions.

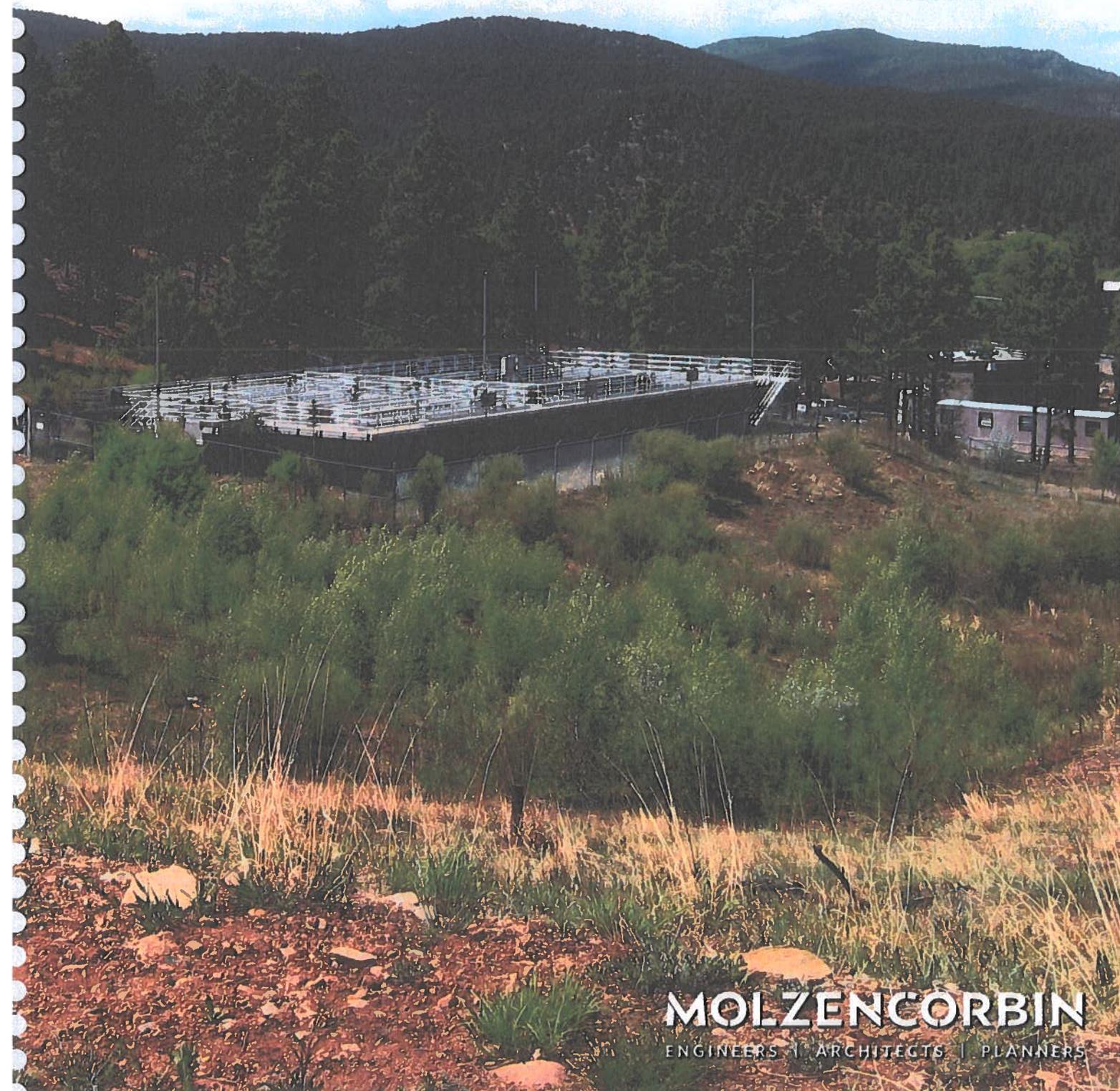
Phase & Task	Milestones/Deliverables	Deadline
Task 1 - Risk and Resilience Assessment		
	Kick-Off Meeting	September, 2020
	Data Collection	October, 2020
	Preliminary List of Critical Assets	November, 2020
	Interviews and Workshops	December, 2020 – January, 2021
	Draft RRA, Review Meeting and Presentation	February, 2021
	Response to Comments	March, 2021
	Final RRA	March, 2021
	Certification to EPA	No later than June 20, 2021
Task 2 - Emergency Response Plan		
	Review of existing City Plans	January, 2021
	Meetings and Interviews	February-March, 2021
	Draft ERP, Review Meeting	May, 2021
	Response to Comments	June, 2021
	Final ERP	July, 2021
	Certification to EPA	No Later than December 21, 2021

City of Las Vegas



Risk Assessment and Emergency Response Plan

RFP Opening #2021-01
August 19, 2020



MOLZENCORBIN
ENGINEERS | ARCHITECTS | PLANNERS

August 19, 2020



Cassandra Fresquez
City Clerk
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

RE: Risk Assessment and Emergency Response Plan,
Opening No. 2021-01

Dear Ms. Fresquez and Members of the Selection
Committee:

With our 60 years of diverse project experience, depth
of staff, and past working relationship with the City, we
believe that Molzen Corbin is the ideal choice for this
project. Please consider the following:

- **We know Las Vegas.** Molzen Corbin has been working with the City of Las Vegas for nearly six decades. Our proposed core team members (including Mr. Jonah Ruybalid, PE, CFM; Mr. Clayton Ten Eyck, PE; and Mr. Casey Cook, PE) have extensive experience in Las Vegas, including Taylor Well No. 7, East Water Loop Segments A and B, the Finished Water Preliminary Engineering Report, the Water Master Plan, and the Cabin Site Tank Rehabilitation.
- **We are one of the most experienced water resources engineering firms in New Mexico.** In our 60-year history, we have completed more than 550 water and wastewater system improvement projects (including risk assessment and emergency response plans) for municipalities, counties, and water associations.
- **We offer a highly experienced, multi-discipline project team.** Molzen Corbin employs 83 professionals in the field of public works engineering and architecture. This includes planning, design, and construction-phase services for water, wastewater, street/roadway, storm water, recreation/park, and municipal facility projects. In addition we offer construction observation, environmental assessment, regulatory compliance/permitting assistance, electrical engineering, mechanical engineering, surveying, and grants administration.

- **We provide responsive, personalized service.** Molzen Corbin is specifically structured and staffed to provide rapid response to the day-to-day project needs of the City. We complete bi-weekly status and review meetings with City personnel in Las Vegas for your projects, as we know that the success of any project hinges on communication with the City and the community. We are experienced in completing presentations before committees and City Councils on a regular basis to keep the community informed, and provide for a complete understanding of all project elements.

We trust that the following proposal illustrates the technical expertise and customer-oriented approach that Molzen Corbin brings to this project. If you have any questions, please contact Mr. Ruybalid at 505.242.5700 or jruybalid@molzencorbin.com. We look forward to assisting the City of Las Vegas with this project.

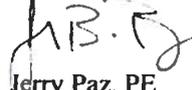
Sincerely,
MOLZEN CORBIN

Jerry Paz, PE
Executive Vice President, Water Resources

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Appendix

Offeror Information Form, Campaign Contribution Form, Letter of Credit

A. Offerer's Identification

About Molzen Corbin

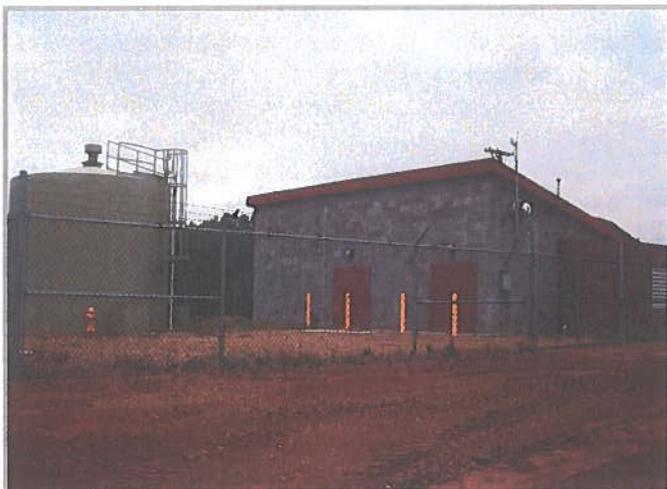
Molzen Corbin is a nationally ranked firm with deep roots in this state. Established in Albuquerque in 1960, we employ 83 staff members who believe that New Mexico is a great place to live and work. We appreciate the challenges that our clients undertake on behalf of their communities and we respect their goals as our own.

Serving as a trusted extension of clients' staff, Molzen Corbin applies decades of technical expertise, institutional knowledge, and project experience to develop solutions tailored to the needs of each client. Our Water Resources Division is supported by electrical and civil engineers, architects and landscape architects, grants administrators, and construction observers, so our clients benefit from the convenience and cost savings of meeting diverse project needs with a centralized team.

Molzen Corbin's record of responsive service and consistently high quality is reflected in the fact that 90% of our business is from repeat clientele, and that many of the clients we began with in 1960 are still with us today.

Name, Address, Telephone Number and Date When Firm Was Established

Molzen Corbin was established in 1960 and is a corporation owned by Mr. Adelmo Archuleta, PE. Our corporate offices are located at 2701 Miles Road SE, Albuquerque, New Mexico, 87106, (505) 242-5700.



Molzen Corbin is honored to have served the City of Las Vegas for nearly six decades (Taylor Well shown).

Notarized Offeror Information Form

The notarized offeror information affidavit is included in the appendices of this proposal.

Person Authorized to Contract

Mr. Jerry Paz, PE, Executive Vice President at Molzen Corbin will be responsible for the preparation and execution of the contract.

Federal Tax ID & NM Tax Identification Number

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 L0749462320.

Organizational Chart

Our organization chart reflecting responsibilities and interface with City staff is shown in **Figure 1**. It clearly delineates lines of authority within Molzen Corbin.

Subcontractors

Molzen Corbin does not anticipate using any subcontractors on this contract.

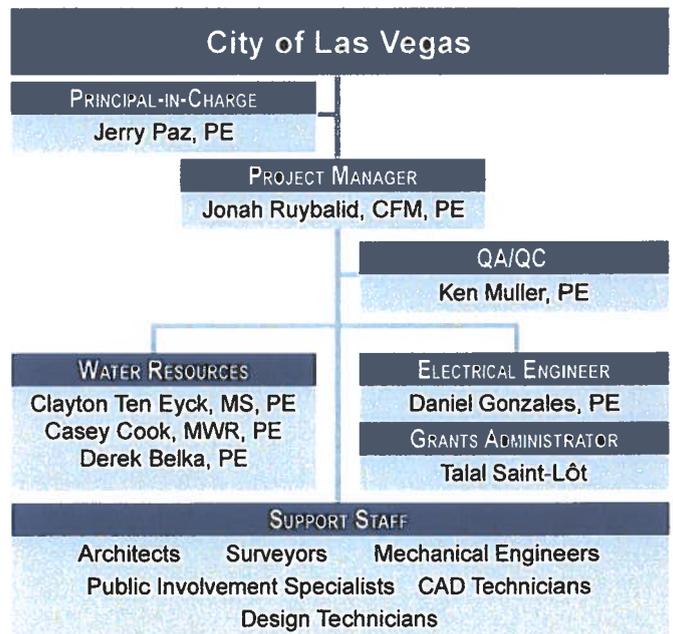


Figure 1. Molzen Corbin's project team offers technical expertise and local project experience.

B. Campaign Contribution Disclosure Form

We have provided a signed copy of our Campaign Contribution Disclosure Form in the appendices of this proposal.

C. Personnel Experience

Qualifications/Competence of Key Personnel

We have assembled a highly experienced project team to effectively execute this project. An organizational chart illustrating our team members and their roles and responsibilities is shown in **Figure 1** (previous page). Résumés of our key project team members are provided on the following pages.

Jonah Ruybalid, PE, CFM: Project Manager

- **Years of Experience:** 8
- **Registrations/Certifications:** NM PE #23909, NM CFM #12-00315
- **Education:** B.S. in Civil Engineering, New Mexico State University
- **Qualifications:** Mr. Ruybalid is a Licensed Professional Engineer and Certified Floodplain Manager with 8 years of experience in civil and water resources engineering, including roadway, drainage, site development, sewer line, and water line planning and design. Prior to Molzen Corbin, spent two years with the Doña Ana County Flood Commission where he assisted with flood control projects, reviews for building permits, drainage analyses, and other applications for compliance with the most current standards and specifications. At Molzen Corbin, Mr. Ruybalid's experience includes water and sewer line design and evaluation, preliminary engineering reports, design drawings and specifications, and client coordination.
- **Project Experience:** **City of Las Vegas** – Taos Street Waterline Crossing, Storrie Lake Waterline Crossing, Cabin Site Tank Rehab, North Grand Waterline Replacement, Water Master Plan, Water Model Update, North Gonzales Waterline Replacement, and Cinder Road Water Improvements. **City of Las Cruces** – Sand Hill Arroyo Dam (Office of the State Engineer) Emergency Action Plan and O&M Manual, and Evaluation and Design of Storm Drain and Sanitary Sewer Crossings. **City of Belen** – Risk Management and Emergency Response Plan (ERP), Asset Management and ERP.



Jerry Paz, PE: Principal-in-Charge

- **Years of Experience:** 37
- **Registrations/Certifications:** NM PE #10521
- **Education:** B.S., Civil Engineering, New Mexico State University
- **Qualifications:** Mr. Paz is an executive vice president and leads our Water



Resources Department. He has 37 years of experience in the design and management of water-related projects, including development of water master plans and design of numerous transmission, storage, and distribution improvements for communities across New Mexico. In addition, he has extensive experience as engineer-in-charge of large regional water and wastewater system design and improvements, and in performing quality control reviews of small to large regional wastewater and water resources system projects for planning, design, and construction of improvements.

- **Project Experience:** Designed water systems for Doña Ana MDWCA; Anthony Water & Sanitation District (AWS); Berino MDWCA; Desert Aire MDWCA; La Union MDWCA; Cities of Las Cruces and Sunland Park; Villages of Los Lunas, Ruidoso and Tularosa; Town of Mesilla; and New Mexico State University. A sampling of his additional experience includes the Wastewater Collection Facilities for AWS; the City of Eunice; and the Communities of Berino, Doña Ana, La Union, and Montaña Vista.

Ken Muller, PE: Quality Assurance/Quality Control

- **Years of Experience:** 49
- **Registrations/Certifications:** NM PE #12548
- **Education:** B.S. in Civil Engineering, California Polytechnic University
- **Qualifications:** Mr. Muller has 49 years of experience planning and designing water facilities from small to large. These projects include designing raw and finished water transmission lines, pressure-reducing stations, booster pump stations, storage, and systems to remove organics; and writing water system preliminary engineering reports (PERs).
- **Project Experience:** Reverse Osmosis Water Treatment System for Total Dissolved Solids, Arsenic, and Nitrate Compliance, Anthony Water & Sanitation District; Raw Water Transmission for the Double Eagle Waterline, City of Carlsbad; Finished Water Transmission, Pumping, and Storage, Transmission Line 6 South (TL6S) and Lamy Junction Water Supply Systems, Santa Fe County; Old Road Ranch Water Booster Pump Station, Eldorado Area Water and Sanitation District.



Clayton Ten Eyck, MS, PE: Water Resources

- **Years of Experience:** 15
- **Registration:** NM PE #18866
- **Education:** M.S., Environmental Engineering, Utah State University; B.S., Civil Engineering, Northern Arizona University
- **Qualifications:** Mr. Ten Eyck is a Senior Engineer in Molzen Corbin’s Water Resources Division. Highly experienced in developing improvements to water systems of all sizes, designing modifications to wastewater treatment facilities, developing O&M manuals, assisting with plant startup, providing construction administration services, and assisting communities with regulatory paperwork.
- **Project Experience:** **City of Las Vegas**—Finished Water PER, Groundwater Discharge Permits/Renewals, Medite Water Line Repair, Gallinas River Water Meter Replacement, Water Storage Tank Rehabilitation, Cabin Site Supplemental Water Tank, Camp Luna Water System Improvements, East Waterline Loop—Segment A Jack and Bores, Well No 7 Blending—Phase II, Wastewater Treatment Plant Renovations/Entrance Works Enclosure, Cinder Road Sewer, Effluent Reuse Tank, and North Grand Effluent Reuse.



Derek Belka, PE, PE: Water Resources

- **Years of Experience:** 6
- **Registration:** NM PE #24900
- **Education:** B.S., Civil and Environmental Engineering, University of Washington
- **Qualifications:** Mr. Belka joined the Molzen Corbin Water Resources Department in 2014 after graduating from the University of Washington and is currently pursuing his Master’s and PhD in Environmental Engineering at the University of New Mexico. His keen aptitude and attention to detail has vaulted him into an integral part of our technical staff, as well as a project manager and client liaison. His focus at Molzen Corbin is on interdisciplinary projects at water and wastewater treatment facilities.
- **Project Experience:** Primary Digester No .1 Heat Exchanger Leak Repair, City of Las Cruces; Well 8 Arsenic Treatment System Design, City of Belen; Reclaimed Wastewater Reuse Strategy Memorandum, Village of Ruidoso; Interceptor Rehabilitation and Flood Hazard Mitigation Design, Village of Ruidoso; Alto Crest Water Treatment Plant Condition Evaluation, Village of Ruidoso; Well 7 Pumping and Arsenic Treatment Facilities, Village of Los Lunas; Well 3 Arsenic Treatment Facility Improvements, Village of Los Lunas.



Casey Cook, MWR, PE: Water Resources

- **Years of Experience:** 28
- **Registration:** NM PE #16216
- **Education:** M.S. in Water Resources, University of New Mexico; B.S. in Mechanical Engineering, University of New Mexico
- **Qualifications:** Mr. Cook has 28 years of experience in consulting with municipalities on all aspects of water well design, water planning, and water distribution, pumping and treatment design. He has worked as an engineer in California and New Mexico, and as an engineering consultant in Albuquerque, New Mexico. Mr. Cook has served as senior engineer and project manager on water and wastewater facility design and construction for municipalities, water districts, and tribal entities.
- **Project Experience:** Risk Mitigation and Emergency Response Plan, Village of Tijeras; Double Eagle Well Improvements, City of Carlsbad; Pressure Zone Optimization, Eldorado Area Water and Sanitation District; Water System Construction Administration, Pueblo of Zia; Irrigation Well Design, City of Eunice; Recreation Area Water Supply PER, City of Eunice.



Daniel Gonzales, PE: Electrical Engineer

- **Years of Experience:** 15
- **Registration:** NM PE #19969
- **Education:** B.S., Electrical Engineering Technology, New Mexico State University
- **Qualifications:** Mr. Gonzales is Vice President of Molzen Corbin’s Electrical Engineering Division. He has design experience in power, instrumentation and controls (I&C), renewable energy, specifications, pre-design analysis and reports, cost estimates, and construction coordination.
- **Project Experience:** Wells and Meter Replacement, City of Las Vegas; WWTP, Dewatering Facility, Reuse Booster Station, and Reuse System SCADA, City of Las Vegas; Double Eagle Water System Supervisory Control and Data Acquisition (SCADA), including more than 40 remote sites and distances exceeding 50 miles, and Double Eagle Water Line Phase I and II, City of Carlsbad; Booster Stations Motor Control Center (MCC) Replacement, Los Alamos County; Double Eagle Water System SCA-



DA and Water Line Phase I and II, City of Carlsbad; Water System SCADA, Disinfection Facility, and Water Loading Station, City of Eunice; Well, Greater Chimayó Mutual Domestic Water Consumers Association; Arsenic Removal System, City of Española.

Talal Saint-Lôt: Grants Administrator

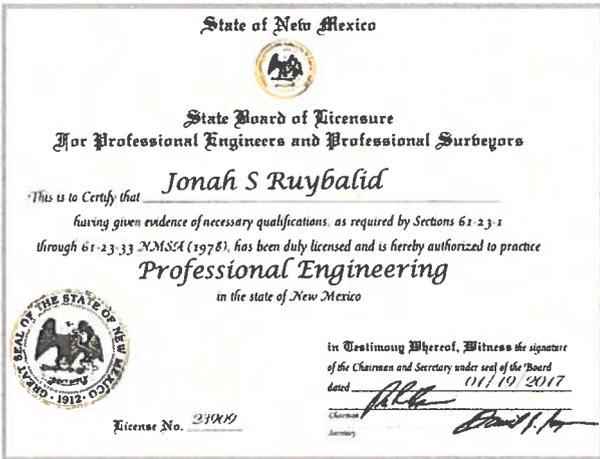
- **Years of Experience:** 10
- **Education:** M.A., Public Administration/Community & Regional Planning, University of New Mexico
- **Qualifications:** Mr. Saint-Lôt is a Grants Specialist with over 10 years of experience in federal & state grant administration, project coordination, and community development. He has experience in developing and administering programs for higher education, public safety, and infrastructure projects. He consults communities in defining short- and long-term needs, searching for funding, and preparing grant applications, including

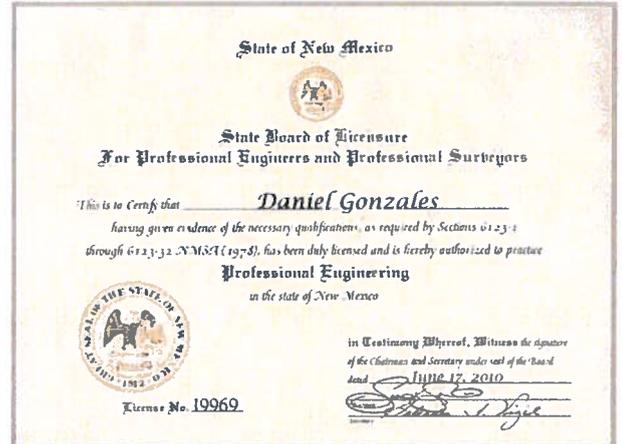
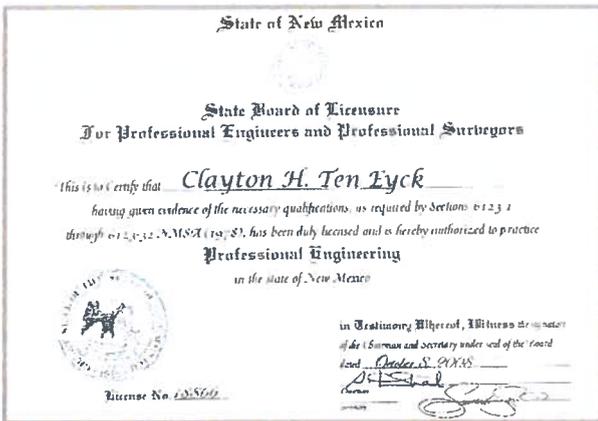


briefing sheets for the State Legislature and the U.S. Congress. He is proficient in research and analysis; project planning and implementation; developing grant proposals, graphic design, and website development; preparing briefing sheets, reports, proposals, and press releases; editing documents; graphic design, print layout and design of publications, public presentations, charts/tables, and online marketing; and coordinating special events, meetings, seminars, and conferences. Mr. Saint-Lôt participates in training workshops to further enhance his funding knowledge and continues to build strong relationships with a variety of funding agencies.

- **Project Experience:** 2020 USDA-RUS Grant/Loan, Anthony Water & Sanitation District; 2019 USDA-RUS Grant/Loan, City of Belen; 2019 Water Trust Board, City of Belen; 2019 RIP Loan, City of Belen; 2019 CWSRF, Village of Los Lunas; 2019 CDBG Grant, Village of Tijeras; 2020 BOR Drought Resilience Grant, Village of Tijeras.

D. Licenses





E. Experience in Specialized Services Referenced in Scope

Leadership in Water Resources Engineering

Molzen Corbin has completed more than 550 water and wastewater system improvements in New Mexico, including numerous asset management plans, risk assessments, emergency response plans, and other studies. **Figure 2** (at right) illustrates our Statewide experience in planning, analyzing, and designing water systems. Molzen Corbin's experience includes every facet of water system design, from master planning and preliminary engineering reports (PERs) to supply and storage to transmission and distribution.

We work closely with our clients to prioritize and phase projects to maximize funding. We have consistently pioneered innovative, cost-effective designs that mitigate the risk of drought, improve quality of life for citizens, and provide infrastructure to support economic development. Molzen Corbin respects the client as a valued member of the design team, and we provide multiple opportunities for public input.

We have the technical expertise, project experience, local knowledge and depth of staff to meet all of your water system engineering needs. We also understand the issues facing the City, from your supply concerns to your economic development goals, to the importance of community buy-in during the design process.

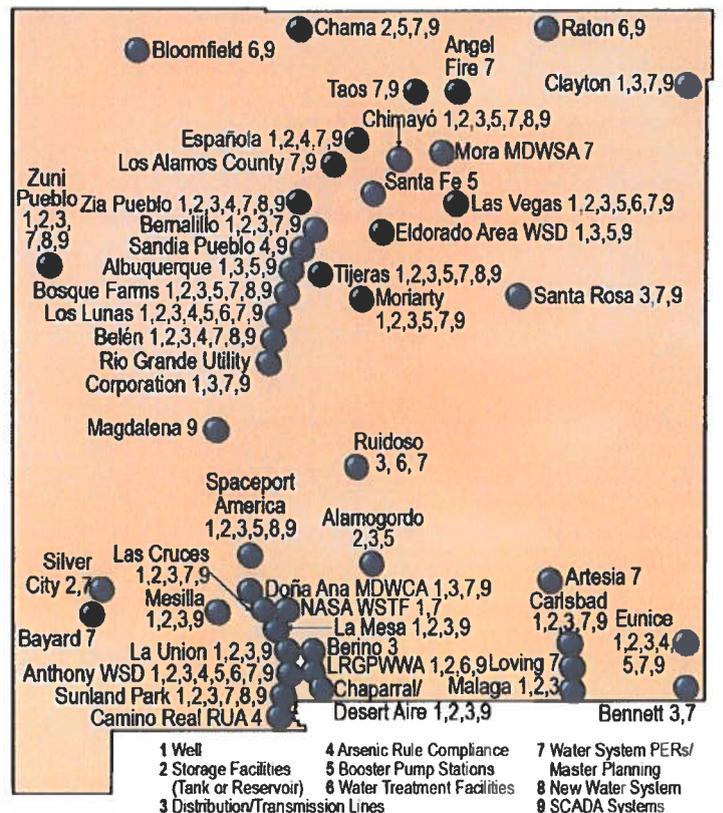


Figure 2. Molzen Corbin has completed community water systems throughout New Mexico.

Analysis, Master Planning, and Risk Assessment

As illustrated in Figure 3, Molzen Corbin has authored water master plans, PERs, and comprehensive water plans for clients across New Mexico. These documents are based on thorough analyses of each community’s water supply, storage, conveyance, transmission, and distribution facilities. Key considerations have included projected growth, residential and industrial use, economic development opportunities, drought mitigation, fire protection, risk assessment, and development of programs for infrastructure upgrades and replacement, among other criteria. These documents have also included financial analyses that provided realistic estimates for construction, peripheral, and operations and maintenance costs; presented detailed project funding scenarios; and considered the impact of various funding options on user rates.

We have the full in-house capabilities to evaluate and analyze all aspects of water systems. Our team includes water resources, civil, and electrical engineers, engineering specialists, technicians, and architects. Our team members take a practical, hands-on approach to complete evaluations. We go out into the field and proactively analyze and identify the condition of the facilities. In addition, we maintain good relationships with the suppliers who can be important contributors to water system evaluations. We recently completed emergency response plans for the water systems in the Village of Tijeras and the City of Belen.

Figure 3. Molzen Corbin has an impressive history of water master planning and water systems development and improvements throughout New Mexico.

Client	Comprehensive Studies & Master Planning/PERs	Identification of System Conditions	User Rate Evaluations	Well & Pump Evaluations	Water Usage Analysis	Population Analysis	Water Quality Assessments	Storage Requirement Determinations	Water Source Evaluation	Operations & Maintenance	Funding Evaluations/Administration	Compliance with RUS/USDA	Cost Estimating/Lifecycle Costing	Environmental Assessment	Hydraulic Modeling	Water Rights Acquisition	Storage & Dist'n System Dsgn. (inc. trans. lines)	Booster Station Design	SCADA	Award-Winning Facilities
City of Alamogordo																				
City of Albuquerque																				
Anthony WSD																				
City of Artesia																				
City of Bayard																				
City of Belén																				
Bennett Colonia																				
Berino MDWCA																				
Town of Bernalillo																				
City of Bloomfield																				
Bosque Farms																				
Camino Real RUA																				
City of Carlsbad																				
Village of Chama																				
Chimayó MDWCA																				
Town of Clayton																				
Desert Aire																				
Doña Ana MDWCA																				
Eldorado Area WSD																				
City of Española																				
City of Eunice																				
La Mesa MDWCA																				
La Union MDSWA																				
City of Las Cruces																				
City of Las Vegas																				
Los Alamos County																				
Village of Los Lunas																				
Lower Rio Grande																				
Town of Mesilla																				
Mora MDWCA																				
City of Moriarty																				
NASA White Sands																				
Navajo Tribal Auth.																				
Spaceport																				
NMSU																				
City of Raton																				
Rio Grande Utility																				
Pueblo of Sandía																				
City of Santa Fe																				
City of Santa Rosa																				
Town of Silver City																				
City of Sunland Park																				
Town of Taos																				
Village of Tijeras																				
Pueblo of Zia																				
Pueblo of Zuni																				

In addition to providing risk assessments of water systems, Molzen Corbin regularly performs risk assessments on many of our projects, including many transportation/roadway and airport projects. Designing to a “standard of care” may meet the minimum requirements to protect the health, safety, and welfare of the traveling public, but a formal evaluation of the risk can often lead to more resilient designs. Furthermore, many of our drainage projects now require Emergency Action Plans, specifically for high hazard flood control dams in the event of a dam breach or overtopping. Hence, the Molzen Corbin team is experienced and adept at identifying and evaluating risks and assisting clients in preparing an emergency response plan to mitigate the risk to the system and community.

Emergency Response Plan, Village of Tijeras

Molzen Corbin assisted the Village of Tijeras in preparing their Public Water System Emergency Response Plan (ERP). We coordinated closely with the New Mexico Environment Department Drinking Water Bureau (NMED-DWB) to ensure all the requirements for the document were clearly understood. Next, we held a series of meetings with the Village and other stakeholders to define the mission and goals of the ERP, establish the chain of command and lines of authority, set forth emergency notification and response protocols, evaluate the water system vulnerabilities, and establish response actions for specific events. Molzen Corbin received the notice to proceed from the Village in May of 2015. The ERP was submitted to and accepted by NMED-DWB in October 2015.

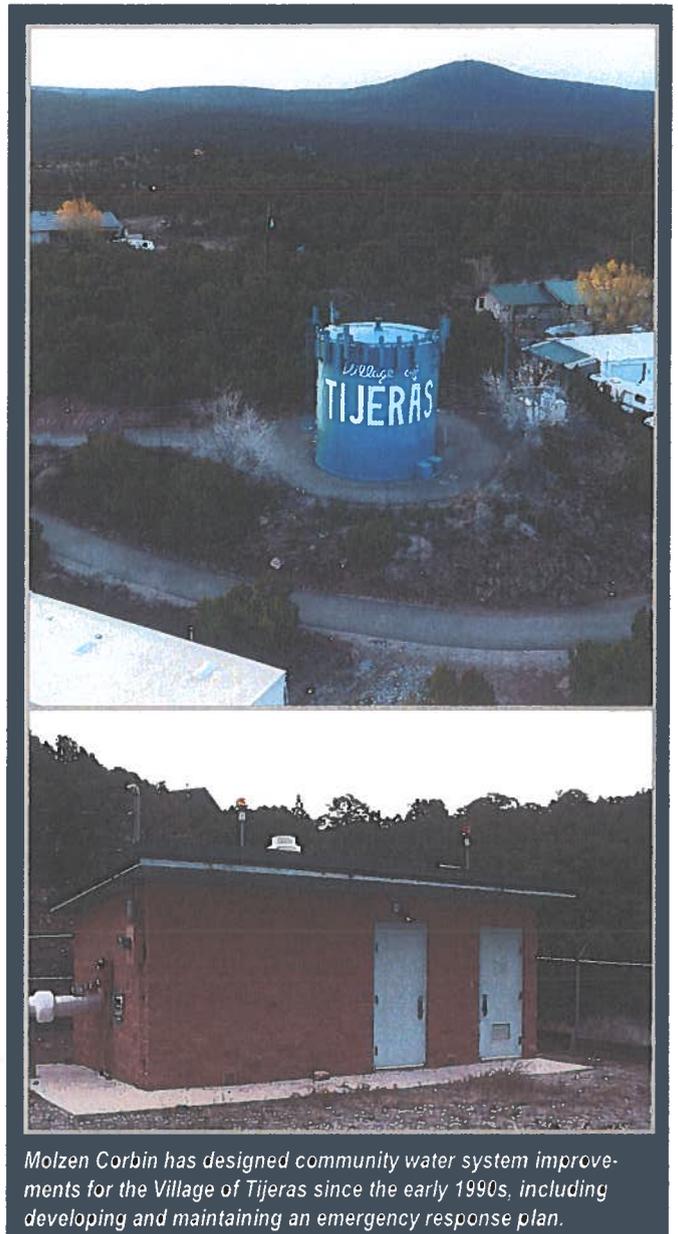
Reference: Mayor Jake Bruton, Village of Tijeras, 12 Camino Municipal, Tijeras, New Mexico 87059, (505) 410-2881

Asset Management and Emergency Planning, City of Belen

Molzen Corbin has developed several plans for the City of Belen to document its existing infrastructure, to plan for the future, and for use in funding applications.

Belen Risk Assessment and Emergency Response Plan

In October 2018, the America’s Water Infrastructure Act (AWIA) was signed into law, requiring communities serving a population greater than 3,300 persons to develop a Risk Assessment and Emergency Response Plan. The City acted quickly and authorized Molzen Corbin to proceed with development of the Risk Assessment and Emergency Response Plan in January 2019. Having developed previous Master Plan documents for the City, Molzen Corbin was able to move



Molzen Corbin has designed community water system improvements for the Village of Tijeras since the early 1990s, including developing and maintaining an emergency response plan.

forward quickly with the Plan. Molzen Corbin evaluated events that cause emergencies, emergency notifications, effective communication, alternative water sources, and completed a vulnerability assessment, among other items as outlined within EPA guidelines set forth for Risk Assessment and Emergency Response Plans. Molzen Corbin submitted the Emergency Response Plan to NMED in July 2019. The Plan was approved in December 2019.

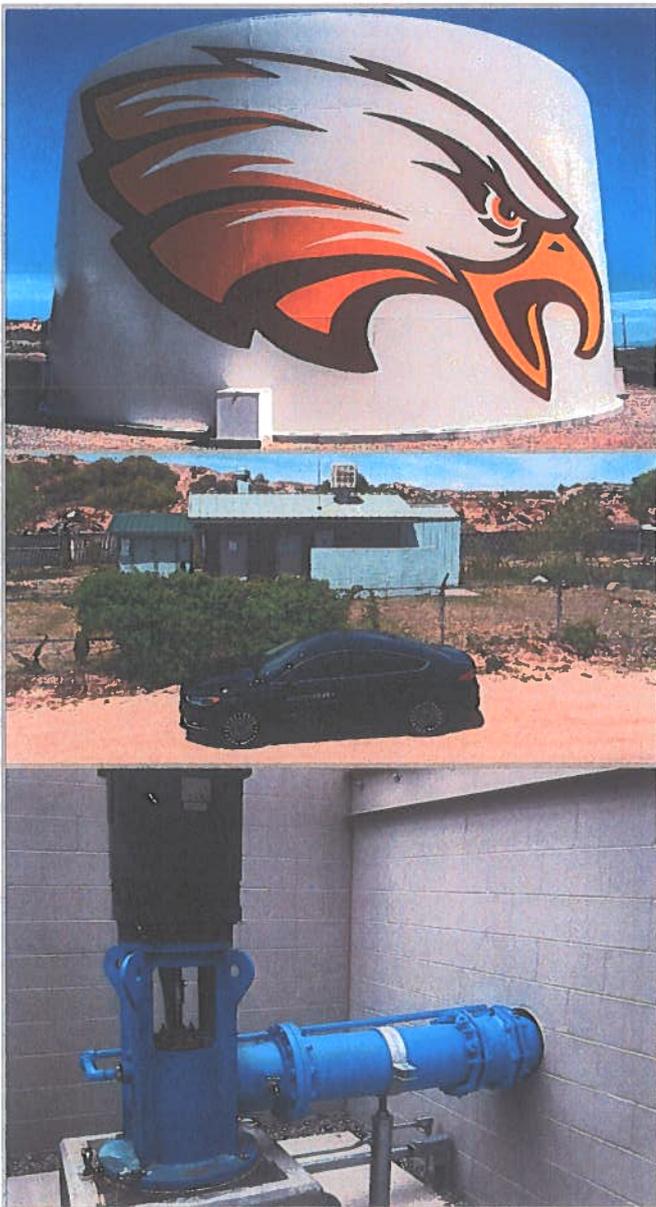
Belen Asset Management Plan

Molzen Corbin developed the Asset Management Plan (Plan) as a “living” active asset inventory. The Plan consolidated an infrastructure map made viewable to the public and City, and established a strategic plan prioritizing asset replacement based upon condition and redundancy. Since the Plan’s completion, the City’s

utility staff have updated the infrastructure map as assets have been replaced. The City has used the Plan to assist in fulfilling a requirement in obtaining State loans and grants. This Plan was completed on schedule and within budget.

Belen Water Conservation Plan

Molzen Corbin is currently developing the Water Conservation Plan (Plan) for the City. The Plan provides a comprehensive review of the City’s current water use and projected water demands while identifying areas where conservation measures may be implemented to reduce water use. The resulting document will be useful for the City’s planning purposes for reducing water loss and use and improving overall water efficiency. The



Molzen Corbin has been a proud partner to the City of Belén for 60 years, helping the community realize sustainable infrastructure projects and planning for the future.

Plan is anticipated to be completed by late Fall 2020 due to the public involvement portion of the plan being delayed due to COVID-19.

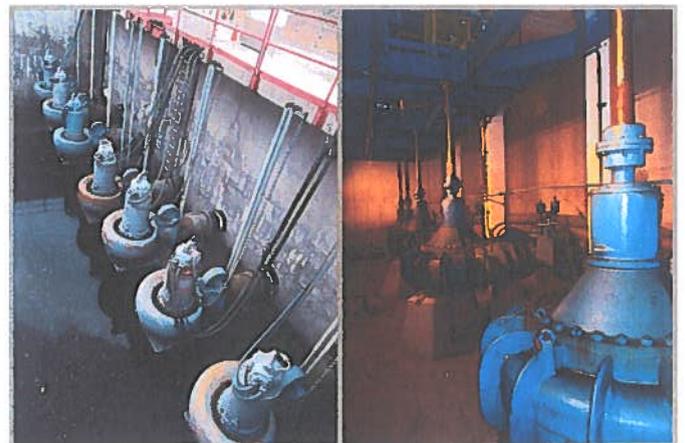
Reference: Ralph Jaramillo, Public Works Director, City of Belen 505-307-9121

Stormwater Pump Station Condition Assessment and Risk Analysis, City of Albuquerque

Within the Albuquerque metropolitan area, storm drainage responsibilities are complex because they are shared by more than one governmental entity. The City of Albuquerque (COA) owns 14 stormwater pump stations, but they are maintained and operated by the Albuquerque Bernalillo County Water Utility Authority (ABCWUA).

During storms, these stations pump stormwater to the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA) North Diversion Channel or the Rio Grande Bosque, away from residential and commercial facilities and City infrastructure. Routine inspections, combined with well-planned preventive and corrective maintenance, are essential to assure that these critical assets function properly during a storm or when runoff volume is high.

The COA selected Molzen Corbin to make recommendations for the Stormwater Pump Station Asset Management Plan and prepare Condition Assessment Reports and Operation & Maintenance (O&M) Manuals for the stormwater pump stations. The ABCWUA uses the reports to determine and prioritize maintenance and rehabilitation needs, estimate the cost of each recommended improvement, improve efficiencies, and reduce operating costs. **Collectively, these reports**



The City of Albuquerque's stormwater pump stations are all unique. Different pump types, inlet conditions, wet-well configurations, and control schemes made it very clear that the ABCWUA needed a comprehensive understanding of its assets to facilitate maintenance and repair.

and manuals provide system management guidance similar in purpose to the Risk Assessment required by the City of Las Vegas.

The stormwater pump stations differ widely in equipment, wet-well configuration, age, and condition, so the needs for each station vary considerably. Molzen Corbin performed a condition assessment at each pump station to summarize the equipment status, when the station was constructed, the intended capacity, actual performance, structural integrity, and electrical reliability of the pump station's components. We studied record drawings, interviewed key personnel, reviewed procedures manuals, recommended standard procedures and maintenance intervals, and reviewed repair reports and actual operational costs.

Molzen Corbin's representatives from the Water Resources, Mechanical, and Electrical Departments performed the assessments concurrently to provide coordinated inspections and evaluations of pump stations. Particularly important was our analysis of pump station hydraulics and mechanical and electrical infrastructure. Our hydraulic evaluation included identification of contributing drainages, adequacy of wet-well sizing and entrance works, pump design and performance capacity, and sump pump functionality. The mechanical/electrical investigation considered the presence of redundant electrical supply to minimize risk of failure, substation reliability, the age of transformers and switches, and the reliability and size of mechanical and electrical equipment. We also evaluated communications.

At each stormwater pump station, Molzen Corbin evaluated the consequences of failure from electrical or hydraulic components. Using this risk analysis, we



Molzen Corbin met with the operators who were most familiar with each pump station. This enabled us to understand operational concerns and equipment or facility limitations as they affect the owner/operator.

identified critical assets and made recommendations for management strategies to prevent failure. From these evaluations, we were then able to identify obsolete equipment and recommend improvements that would bring pump stations up to code, facilitate acquisition of spare parts, and improve two-way data communication using SCADA with the ABCWUA's central controls. Throughout the assessment, we collaborated with the COA and the ABCWUA engineers and operators (and the pump suppliers) to gather information and develop sound maintenance procedures.

Reference: Mr. Kevin Daggett, PE, Stormwater Management Section Manager, City of Albuquerque, One Civic Plaza, Room 7057, Albuquerque, New Mexico 87103, (505) 768-2778, kdaggett@cabq.gov

Reverse Osmosis Water Treatment Plant Asset Inventory, Anthony Water and Sanitation District

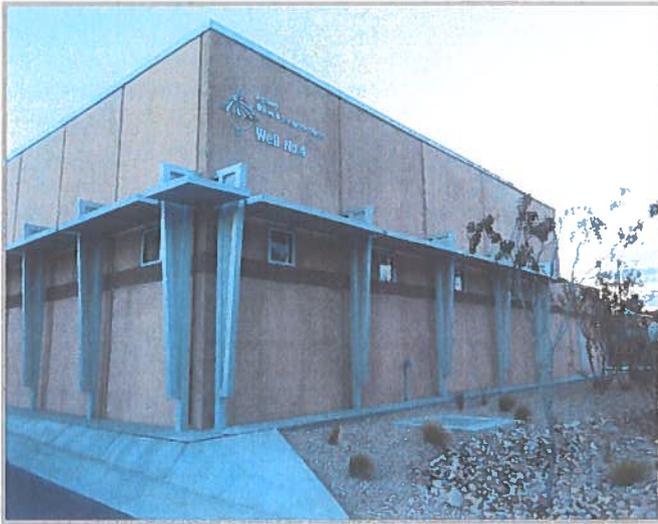
In coordination with preparation of an Operation and Maintenance Manual for the Anthony Water & Sanitation District (AWSD) Reverse Osmosis (RO) Water Treatment Plant (WTP), Molzen Corbin compiled an inventory of the WTP's numerous components to provide comprehensive information about the valves and equipment in one consolidated location. The deliverables included figures and a facility valve index. Molzen Corbin generated figures depicting various processes of the WTP to provide visual identification of valve numbers and types. We compiled a master valve index in a spreadsheet so the valve information could be easily updated as components were maintained, modified, or replaced. The master list identified valve



The AWSD RO WTP removes arsenic from groundwater using a series of chemical dosing, macro filters, and micro filters prior to RO treatment. The system contains complex piping systems. Molzen Corbin prepared a master valve index to make it easier for operators to identify valve information and order spare parts.

type, process area, a unique ID, a description, and size characteristics to facilitate maintenance.

Reference: Mr. Jose Terrones, Superintendent, AWSD, (575) 882-3922, jtterrones@anthonynewmexico.net



Ability to Meet Schedules, Control Cost, and Provide Quality Control

Molzen Corbin has an excellent reputation for completing projects on time and within budget. Based on our best practices, professional experience, technical expertise, and depth of staff, Molzen Corbin can unequivocally state that **we will be able to commence work immediately on your project, including any and all special services, to accommodate any time limitations.** See **Figure 4** for our recent cost and scheduling performance.

Ability to Meet Schedules

Molzen Corbin’s success in delivering projects on time is primarily the result of three factors:

- **Detailed Project Schedule:** A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control:** Because Molzen Corbin is a New Mexico-based company and is locally-owned

and operated, project control is established effectively and efficiently. Local control allows dedication of all resources needed to meet critical deadlines while providing the agility for unanticipated changes.

- **Team Experience:** Our team has been working together on similar projects for decades. As a result, we have honed our work processes to maximize efficiency and minimize costs for the client.

Ability to Control Budgets

To ensure that our clients receive maximum value, Molzen Corbin has implemented **software that tracks staff time by project, phase, and task.** Our company officers review this data weekly to ensure that projects are on budget. In addition, our project managers have complete access to the project cost data and can obtain information that ranges from detailed data to overall instantaneous summaries. This access to information greatly enhances our ability to monitor and control project design costs.

Quality Control Procedures

For planning projects like this, Molzen Corbin will make quality expectations clear to team members at the project kickoff meeting. Prior to site visits and before submitting draft/final documents for review, the work will move through our quality-assurance process:

- **Level I:** The project team will review the scope and the work product for quality, accuracy, and adherence to industry standards.
- **Level II:** Reports and planning documents will be reviewed by Mr. Ken Muller, PE. Any deliverable not meeting quality standards will be returned to the project team for rework.
- **Level III:** Upon completion of Level I and II, the work product(s) will undergo an internal, final, in-depth quality review for accuracy, adherence to project requirements, readability, and overall quality by our proposed project manager, Mr. Jonah Ruybalid, PE, CFM. Any portion of the documents not meeting our strict quality standards will be reworked and re-reviewed.

Project Name	Engineer's Estimate	Construction Cost	Owner's Deadline	Completion
NM 314 Pressure Sewer System, City of Belén	\$719,450.00	\$603,384.92	December 2017	December 2017
Waterline Extension Project, Anthony Water and Sanitation District (AWSD)	\$855,000.00	\$892,689.00	March 2019	March 2019
WWTP Cogeneration System, Las Cruces	\$4,625,221.00	\$4,485,268.00	December 2018	November 2018
Cinder Road Water Improvements, City of Las Vegas	\$586,000.00	\$462,405.00	February 2017	February 2017

Figure 4. Molzen Corbin is accustomed to delivering high-quality projects within strict budget constraints and under accelerated schedules. Molzen Corbin has sustained a strong track record for delivering projects on time and within budget.

F. Documentation

Documentation of education, certifications and qualifications are featured under Section C. Personnel Experience. Professional Licenses are provided in Section D. Licenses.

G. Financial

The requested credit rating letter is included in the appendices of this proposal.

H. Additional Information

Technical Approach

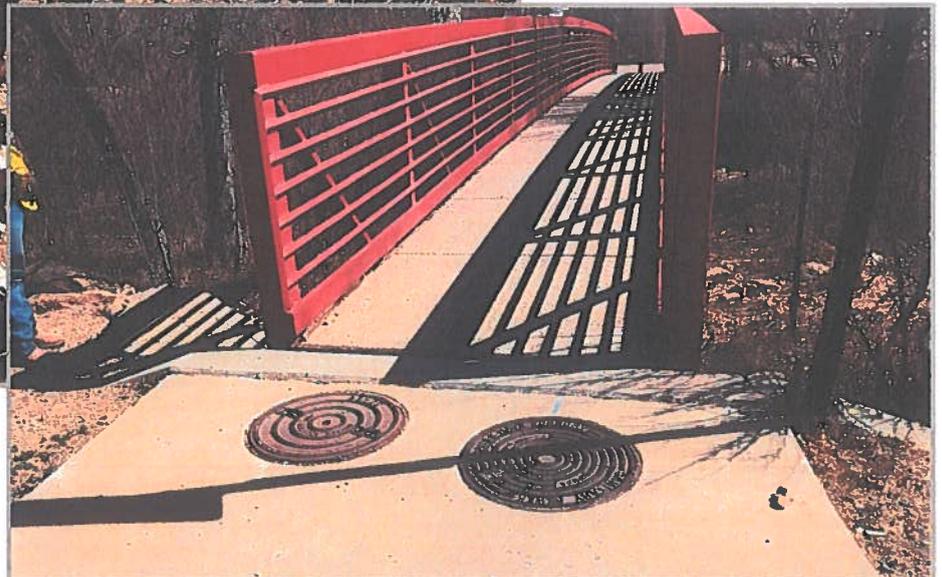
While October 2018 America’s Water Infrastructure Act requiring water systems serving more than 3,300 people to develop or update Risk Assessments and Emergency Response Plans is fairly new, Molzen Corbin has completed two of these documents for New Mexico communities and provided input for another community to complete their own.

Molzen Corbin has completed these Plans for the Village of Tijeras and the City of Belen. Upon authorization to proceed, Molzen Corbin submitted the two documents to the New Mexico Environment Department Drinking Water Bureau (NMED-DWB) for approval in

five and six months, respectively. Both documents were approved by NMED-DWB upon the first submission.

If selected to complete this Plan for the City of Las Vegas, Molzen Corbin would begin immediately. Molzen Corbin would be able to hit the ground running due to its depth of staff, experience in Las Vegas, and experience with these Plans. Molzen Corbin understands the City’s system and unique characteristics of the community. Molzen Corbin would be able to utilize a substantial amount of background information for the Plan from its experience developing the City’s Finished Water Preliminary Engineering Report, Water Master Plan, and Wastewater Master Plan.

Molzen Corbin would begin the project by sitting



down with City staff to determine the project schedule and verify goals as provided by City staff. Molzen Corbin would then incorporate the City’s goals into the document in addition to the information and analysis required by the EPA guidelines, such as the vulnerability assessment, emergency evaluation, effective communication, etc. Molzen Corbin would easily be on track to deliver the Finalized Plan to NMED-DWB by May 2021 if awarded this contract at the September or October City Council meetings.

Familiarity with the City of Las Vegas

Project Experience in Las Vegas

Since 1964, Molzen Corbin has served the City of Las Vegas in the areas of water planning, supply, storage, transmission and distribution; wastewater treatment including effluent re-use; drainage; street improvements; airport planning and design; utility rate studies; industrial park planning and design; airport engineering; and grant procurement and administration.

No other professional firm can claim the same depth of knowledge of the infrastructure of the City of Las Vegas, match our successful track record of service, or provide archives of historical improvements in the City. **Figure 5** (page 13) provides a partial listing of the projects that we have completed for the City.

Proximity to the City of Las Vegas

Molzen Corbin’s Albuquerque office is 122 miles from the City of Las Vegas, and we can be on-site in less than two hours. The Molzen Corbin team makes weekly trips to Las Vegas in support of our current on-call contracts.

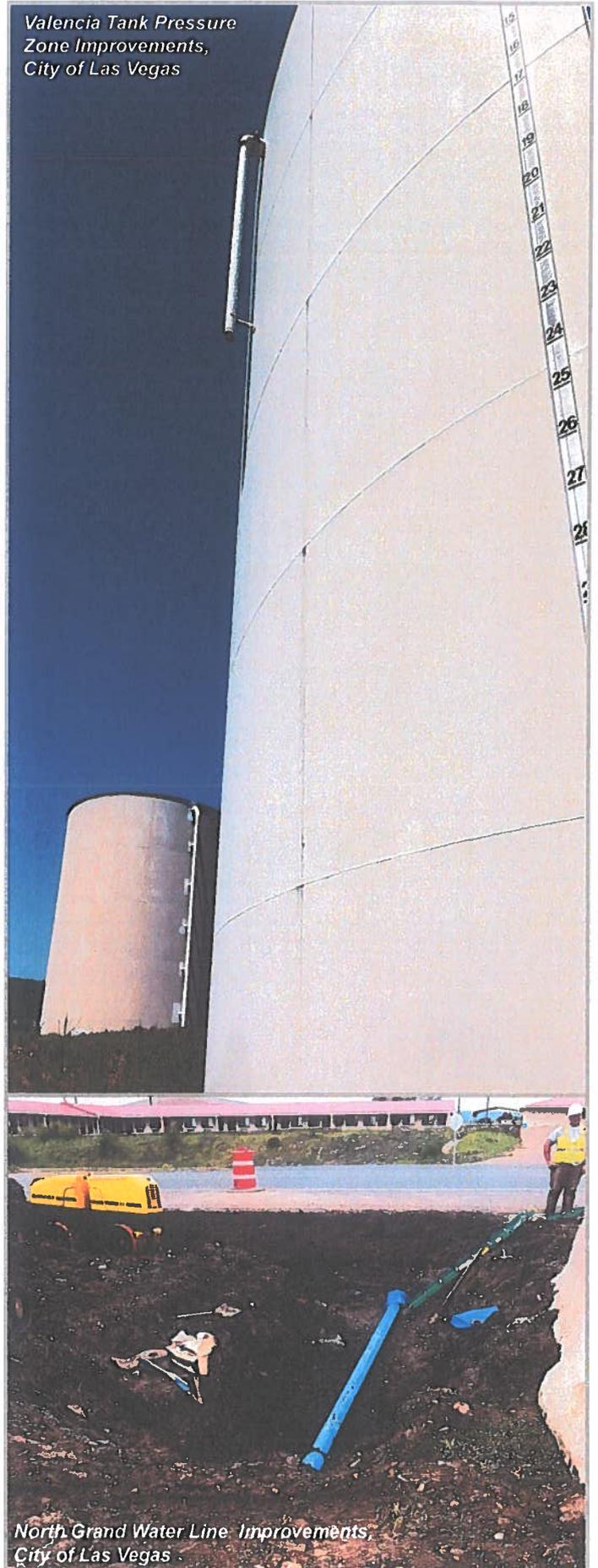
Work to be Done in New Mexico

All design work will be done in New Mexico. Our Resident Business Certificate Number is L0749462320.

Current Volume of Work Not 75% Complete

Molzen Corbin currently has the following projects with the City of Las Vegas that are less than 75% complete:

- Romero & Salazar Street Improvements, \$58,270.00, 35% Complete



Valencia Tank Pressure Zone Improvements, City of Las Vegas

North Grand Water Line Improvements, City of Las Vegas

Project History Highlights for the City of Las Vegas	
Planning/ Studies/ PERs	<ul style="list-style-type: none"> • 2011 Finished portion of Master Water Supply PER • 1988 Water Master Plan • Water Treatment Facility Plant Phase II Design Study • Water Supply Alternatives Evaluation • Raw Water Storage Alternatives Evaluation • Water Loss Evaluation and Implementation Plan • Hydraulic Capacity Evaluation of Northern Service Area • Taylor Well Field Evaluations • Water Supply Needs & Alternatives Summary Report • Utility Rate Analysis • State Police Building Needs Architectural Technical Assessment • 2011 Water System Hydraulic Model • Water Model Update • Taylor Well Operation Plan • 2017 Water Master Plan
Water Supply	<ul style="list-style-type: none"> • Taylor Well No. 4: Tank, Booster Pump Station, Well Transmission Line • Taylor Well No. 2: Well, Well Building, Well Transmission Line • Valencia Tank Pressure Zone Improvements • Taylor Well No. 7: Design, Construction • Cabin Site Tank Inspection • Camp Luna Tank Rehabilitation • Cabin Site Tank Rehabilitation
Water Distribution	<ul style="list-style-type: none"> • NM 518 Utility Improvements from Legion Drive to Storrie Lake • Mills Avenue Utility Improvements • East Loop Segment A and Segment B • Westside Water Improvements • Medite Water Line Repair • Taos Street Water Line Repair • Storrie Lake Water Line Repair • Cinder Road Water Improvements • North Grand Water Line Improvements
Water Transmission	<ul style="list-style-type: none"> • 12" Transmission Line from Camp Luna to Valencia Tank • 8-inch Water Line from Taylor Well No. 4 to Valencia Tank
Wastewater Treatment	<ul style="list-style-type: none"> • North Grand Effluent – Phase I • Supplemental Facilities Plan/Preliminary Engineering Report for Improvements to the Wastewater Treatment Plant • Wastewater Treatment Plant Renovations Study • Wastewater Treatment Plant Improvements • Operations Services • Sludge Disposal Facilities • Sludge Thickener • Entrance Works Enclosure • PNM Effluent Tank
Effluent Reuse	<ul style="list-style-type: none"> • Cinder Road Effluent Line • Rodriguez Park Effluent Reuse • New Mexico Avenue Effluent Line Crossing • Gallinas River Effluent Line
Sewer	<ul style="list-style-type: none"> • 2002 Sewer System Improvements • Cinder Road Sewer Interceptor • 2018 Wastewater Master Plan

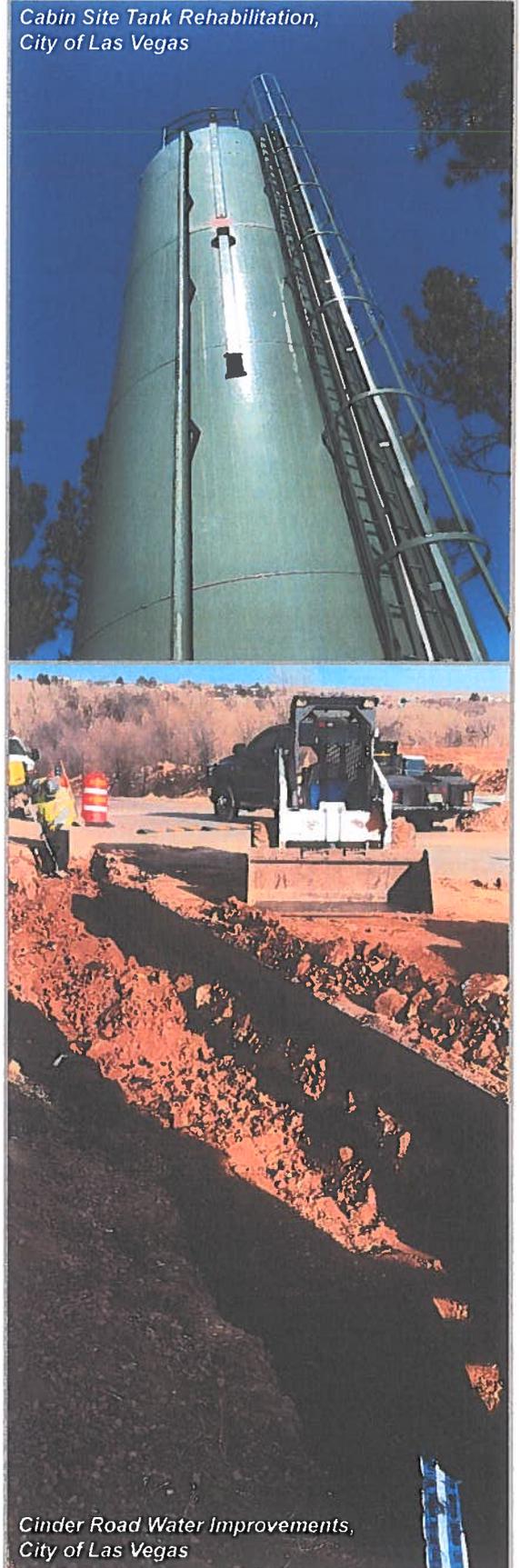


Figure 5. Molzen Corbin has a long working relationship with the City of Las Vegas, including a number of water/wastewater projects.

OFFEROR INFORMATION

OFFEROR: MOLZEN CORBIN

AUTHORIZED AGENT: Jerry B. Paz, PE

ADDRESS: 2701 Miles Road, SE, Albuquerque, NM 87106

TELEPHONE NUMBER (505) 242-5700

FAX NUMBER (505) 242-0673

DELIVERY: August 19, 2020

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0749462320

NEW MEXICO CONTRACTORS LICENSE NO.: NA

SERVICE (S): **RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Jerry B. Paz, PE state under penalty of perjury that I am at least 18 years old, and am of 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.

J.B.P.
Signature

Subscribed and sworn to before me, this 17th day of August, 2020.

(SEAL)



JoAnn G. Ortega
Notary Public Signature
My Commission Expires: July 21, 2023

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

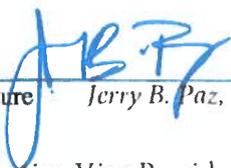
Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature: Jerry B. Paz, PE

August 17, 2020

Date

Executive Vice President, Water Resources

Title (Position)



100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

www.bankofalbuquerque.com

August 11, 2020

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

RE: Risk Assessment and Emergency Response Plan, RFP#2021-01

To Whom It May Concern:

Molzen-Corbin & Associates, Inc., has been an exemplary client of the Bank of Albuquerque since July 2004. The Company is run by individuals who are very knowledgeable, experienced, and of high integrity. Overall, we feel the Company conducts its banking business in a well-managed, satisfactory manner.

The Bank's depository relationship with the Company consists of several accounts totaling in the mid-seven figure average balance range.

This letter is given in strict confidence for the benefit of Molzen-Corbin & Associates, Inc., for reference purposes only. Please feel free to contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Oswald".

Jeremy Oswald
Senior Vice president
Commercial Banking
(505) 222-8406
joswald@bankofalbuquerque.com



Opening No. 2021-0

Risk Assessment and Emergency Response Plan



August 19, 2021



Bohannon  **Huston**

7500 Jefferson Street NE
Albuquerque, NM 87110
p. 505.823.1000 / www.bhinc.com

August 19, 2020

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

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Re: Proposal Response to RFP for **Risk Assessment and Emergency Response Plan (2021-01)**

The old adage that implores us to expect the unexpected has started to feel a bit trite in 2020. Even the unexpected has seemed farfetched. Murphy's Law is perhaps a more apt motto: *Anything that can go wrong will go wrong.*

But cynicism is the easy – and lazy – path. By identifying the reasonable risks, communities like the City of Las Vegas are proactively taking steps to be as prepared as possible should such risks become reality. With a Risk and Resiliency Assessment and Emergency Response Plan, the City will know how to develop a resilient water system that is operable even after a threat becomes real. Bohannon Huston, Inc., (BHI) is here to help.

Though we cannot foresee every possible threat that may come, BHI brings a strong understanding of the City's drinking water system that will help us quickly identify the reasonable risks to prepare for as well as the strategies needed to help protect system integrity. Through our current on-call contracts, we have been engaged with the City's water treatment system and have been on site regularly to assess facilities and their potential issues. *This firsthand knowledge of your system is especially helpful during the pandemic, when full access may be harder for other consultants to offer while complying with NM Department of Health guidelines.*

Completing these Risk and Resiliency Assessments and Emergency Response Plans for a water system is a new requirement for New Mexico communities. This process is just in its infancy, and only the largest cities in the state have even started their plans. As such, the local consultant community doesn't bring much experience to bear in this effort. What BHI offers, in addition to our knowledge of the City's water system, is a strong background in similar assessment and emergency response planning efforts. With many of our projects involving asset management initiatives, we are well versed in taking stock of municipal infrastructure to understand what the critical elements are. Other projects involve facilities that could cause great damage if they failed (e.g., dams), so our staff has assembled numerous Emergency Action Plans for potentially impacted communities. Additionally, BHI is one of New Mexico's most trusted firms for water systems. As such, *we are deeply involved with countless systems around the state and always have an eye on how to improve the efficiency and resilience. This kind of work is really second nature for us!*

Thank you for the opportunity to submit this proposal to help the City develop its Risk and Resiliency Assessment and Emergency Response Plan. We look forward to working with you on these plans to help you expect the *reasonably* unexpected and be ready to address the situation systematically. But you're on your own if it comes to "murder hornets (!?!) or killer bees."

Please contact me directly if you have any questions about our proposal: tburt@bhinc.com | 505.823.1000.

Sincerely,



Todd Burt, PE
Senior Vice President

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

OFFEROR INFORMATION

OFFEROR: Bohannon Huston, Inc. (C Corporation)

AUTHORIZED AGENT: Todd Burt, PE

ADDRESS: 7500 Jefferson Street NE, Albuquerque NM 87109

TELEPHONE NUMBER (505) 823-1000

FAX NUMBER (505) 798-7988

DELIVERY: 7500 Jefferson Street NE, Albuquerque NM 87109

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0351576880

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): **RISK ASSESSMENT AND EMERGENCY RESPONSE PLAN**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Todd Burt state under penalty of perjury that I am at least 18 years old, and am of 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.

Todd Burt
Signature

Subscribed and sworn to before me, this 17th day of August, 2020.

(SEAL)

Margaret Ramirez
Notary Public Signature
My Commission Expires: 1/30/21



Section A. Offeror's Identification

Notarized Affidavit/Offeror Information Form

The Offeror Information form for Bohannon Huston, Inc., (BHI) with the notarized affidavit is included on the previous page.

Introduction

Designing the future of New Mexico since 1959, BHI is a *New Mexico Resident Business* (Certificate #L0351576880) and *locally founded for-profit corporation* that has become a regionally recognized service provider. We take pride in working with clients to **visualize** projects, **optimize** resources, and **realize** the best solutions. We serve both public and private clients, specializing in the fields of Engineering, Spatial Data, and Advanced Technologies. Currently, we are more than 200 employees strong with our main office located in Albuquerque and branch offices in Las Cruces and Denver.

Federal Tax ID Number: 850202170
 NM Tax ID Number: 01-503914-005

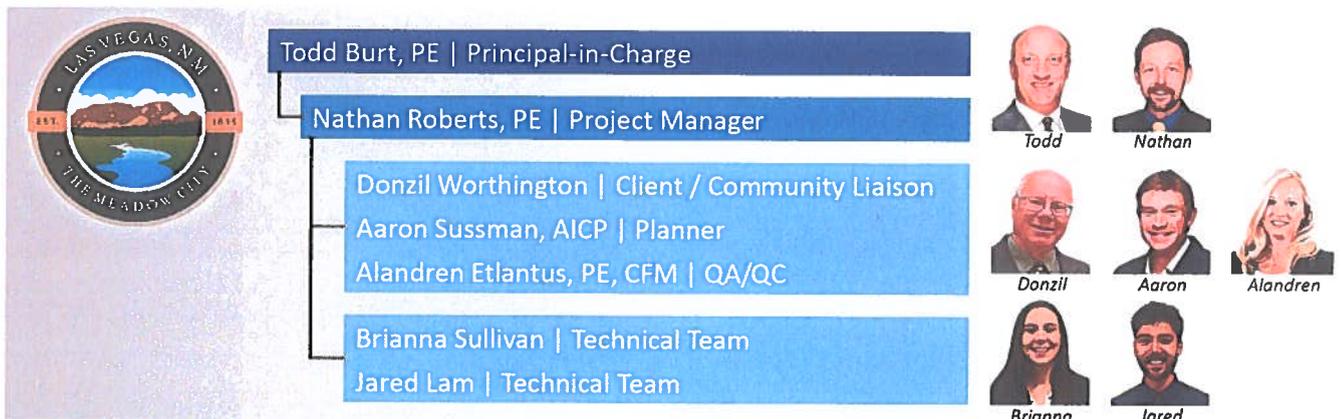
Subcontractors

BHI will not require the services of any subcontractors/subconsultants for this effort.

Staff Responsibilities and Lines of Authority

The BHI team provides a *full suite of specialized services to accomplish all the scope of work items listed in the RFP*, as well as the many secondary support services requested. We offer the City of Las Vegas a complete team, serving all the City's needs for this risk and resilience assessment and emergency response plan (ERP). We will assess the risk to the system; the resilience of the overall water system and all of its components; its monitoring, operation, and maintenance; its involved chemicals; along with its financial structure. We understand the structure and requirements of the AWIA and the EPA, as well as the involved and necessary tools and checklists.

The organization chart below highlights the overall structure and lines of authority for BHI's team. For this project, your primary points of contact will be Todd Burt and Nathan Roberts. As Principal-in-Charge, Todd will be your interface for contractual matters; he is responsible for holding the team accountable to our commitments and for ensuring the delivery of a final document that meets your expectations. As Project Manager, Nathan will be your interface for the technical aspects of the project, coordinating with the City's project lead throughout project development.



Authorized Contact

Todd Burt, PE, is BHI's authorized contact for preparing and executing the contract for this work. Todd can be reached at 505.823.1000.

Section B. Campaign Contribution Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

August 17, 2020

Date

Senior Vice President

Title (Position)

Section C. Personnel Experience

The experience and qualifications of key members of the BHI team for the Risk Assessment and ERP are described below. Each team member has the *Capacity & Capability* to be actively engaged in this City of Las Vegas project. The team also has the experience and knowledge to perform this project in a timely manner.

Key Personnel Qualifications

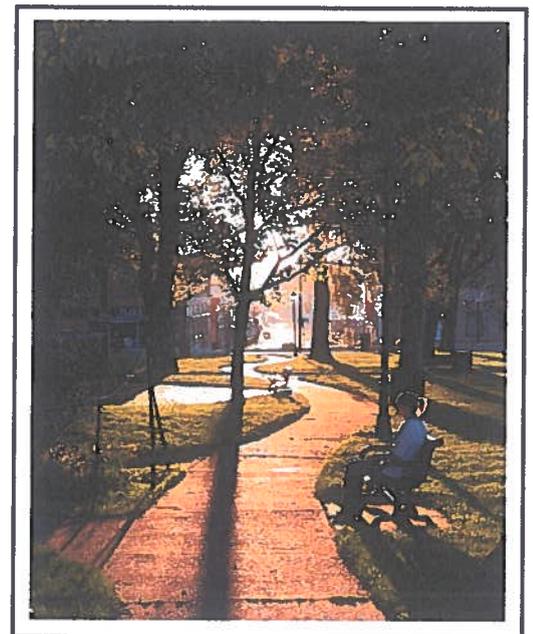
Principal-in-Charge	Todd Burt, PE		
		<p>Qualifications</p> <ul style="list-style-type: none"> • 21 years of experience • PE: NM #16654 • MS Hydrology • BS Environmental Engineering 	<p><i>Todd will ensure the City's expectations are met and appropriate BHI resources are allocated to this project. He will hold the team accountable for project progress and will provide quality assurance oversight to verify deliverables meet contract requirements and professional standards of care. Todd's experience with the City's utilities systems includes evaluations and projects through our on-call for the City's water treatment plant. Todd has become familiar with the City's water system needs and personnel that operate and maintain the City's water system.</i></p>
	Nathan Roberts, PE		
Project Manager		<p>Qualifications</p> <ul style="list-style-type: none"> • 11 years of experience • PE: NM #21847 • BS Civil Engineering 	<p><i>Nathan's project management experience includes hydraulic modeling, master planning, and design. He has completed assessments of existing water systems to identify vulnerability within a system and ways to improve resiliency through operations as well as capital projects. He is adept at quickly identifying key issues to better understand the big picture and then to develop and coordinate the details with his clients to meet their specific objectives. He will leverage his experience to identify vulnerabilities and solutions for the City's Risk Assessment and Emergency Response Plan.</i></p>
	Donzil Worthington		
Client/Community Liaison		<p>Qualifications</p> <ul style="list-style-type: none"> • 43 years of experience • University Studies 	<p><i>Donzil has over 36 years of experience in the municipal services sector and has a strong utility design, construction, and operations background, along with New Mexico-specific funding experience. Donzil's experience with the City's utilities systems includes both private and public aspects, along with the City's water system source, treatment and distribution elements. He has represented BHI as the Client Services Representative in various water and natural gas utility projects under on-call professional services contracts with the City.</i></p>

Planner	Aaron Sussman, AICP		
		Qualifications <ul style="list-style-type: none"> 12 years of experience AICP #025266 Masters Community and Regional Planning MA Latin American Studies BA Anthropology – Spanish 	<i>Aaron brings more than a decade of experience in long range planning and socioeconomic analysis. He excels at integrating multidisciplinary information into cohesive planning documents. His experience includes extensive data collection and analysis, demographic research and forecasting, long-range regional planning and scenario planning, public outreach, and English/Spanish translation.</i>
QA/QC	Alandren Etlantus, PE, CFM		
		Qualifications <ul style="list-style-type: none"> 13 years of experience PE: NM #19995 CFM: #NM-13-00335 MS Hydraulics and Water Resources, Civil Eng. BS Civil Engineering 	<i>Alandren is a detailed-oriented professional who will lead QA/QC efforts. She possesses strong problem-solving and communication skills, GIS expertise, and a thorough understanding of hydrology and hydraulics. Alandren is an accomplished team leader who guides projects and leads teams to achieve successful outcomes for clients. She will apply her experience in development of reports to meet regulatory requirements to ensure the team creates quality products for the City of Las Vegas to comply with AWIA and the EPA.</i>

Experience with City of Las Vegas Utilities Systems

BHI is fortunate to have had the opportunity to provide professional services to the City of Las Vegas through recent contracts. As such, our team is *familiar with the City's utility & infrastructure systems*. BHI's list of projects, tasks, and data collection with the City includes:

- On-Call Engineering Services for Water Treatment Plant
- On-Call Engineering Services for Natural Gas Transmission Facilities
- Natural Gas Transmission – Colmor Regulator Station Improvements
- Natural Gas Transmission – Colmor Regulator Station Survey and Right-of-Way
- Natural Gas Transmission Regulator
- WTP – Evaluation of WTP Clear Well Effluent Pumps
- WTP – Evaluation of Clarifier Sludge Track Vac System
- WTP – Evaluation of Paddle Mixers Gearbox Drive and Controls
- WTP – Pre-treatment Clarifier Facility Cover Report

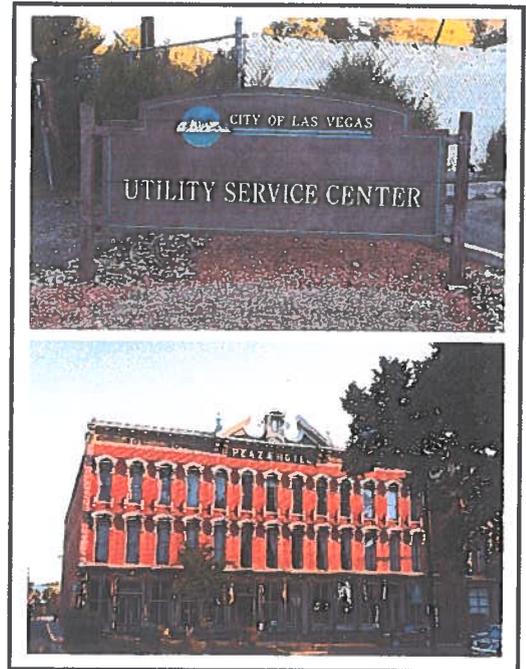


- WTP – Sand Filter Improvements (pending)
- WTP and Water System – SCADA Analysis
- WTP and Water System – Priority Identification
- Peterson Dam Water Level Sensor Evaluation (SCADA)
- Peterson Dam Drone Data Capture
- Gallinas River Diversion, Settling Pond and Skate Pond Dam Visits
- Assistance to City staff with Funding Applications

Due to the above experience, BHI is very *familiar with the area for this project*. BHI's familiarity with both the City's utility systems, funding pursuits, and project area will ensure BHI meets the City's needs for the project within the required timeframe.

Volume of Work with the City Less than 75% Complete

BHI's current volume of work includes the following projects that are less than 75% complete: Natural Gas Transmission Regulator, Natural Gas Transmission Regulator Survey and Right-of-Way, WTP Evaluation of Flocculation Clarifiers, and WTP Evaluation of Effluent Pumps.



Section D. Licenses

BHI has all required licenses to perform work in the State of New Mexico, including New Mexico Resident Business Certificate #L0351576880. In addition, BHI staff maintain appropriate licenses and *Required Certifications* for all services to be performed under this contract. Copies of the Professional Engineering licenses for key staff are included in Section F: Documentation. Team licenses can be verified on the website for the New Mexico Board of Licensure for Professional Engineers & Professional Surveyors: www.sblpes.state.nm.us/.



Section E. Experience in Specialized Services Referenced in Scope

Past Projects

For over 60 years, BHI has been serving the planning and engineering needs of communities throughout New Mexico. The BHI team has provided the *Specialized Services* and completed several projects relevant to the scope of work for this City of Las Vegas project. Some key projects are described below. Our *Past Record of Performance* can be verified with the list of references included with the project descriptions below.

North Star MDWCA Asset Management Plan – Aztec, NM

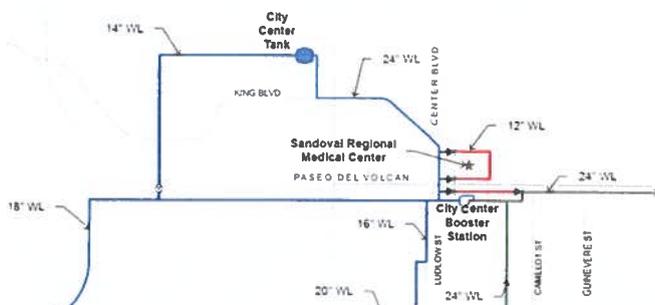


Client:
North Star MDWCA, Inc.

Reference:
Lloyd Aliff
1415 West Aztec Boulevard
Aztec, NM 87410
505.334.9375

The North Star water association serves 1,300 customers and consists of approximately 83 miles of distribution piping. The system serves a large and sprawling geographical area of approximately 140 square miles. As the system grew (due to development pressures and acquisition or inheriting local small water infrastructure systems), it became challenging to maintain and efficiently operate the system. It is a diverse system, compounded by the aged infrastructure and a large geographical area of coverage. The water system general manager sought BHI's assistance in developing both a system-wide preliminary engineering report (PER) and an asset management plan (AMP) in order to develop a roadmap for enhanced operations, maintenance, and management of the system. The BHI team worked closely with the manager and staff to apply for and to obtain 100% grant funding to develop both the water system PER and the AMP. Once underway, the BHI team developed a complete inventory of the system, produced a GIS base map of the facilities, and generated a detailed hydraulic model of the distribution piping network in order to define the areas most in need of improvements, both physical and operational. This resulted in the identification of substantial data to support both documents and to allow a much more detailed report, due to the economies of scale and shared base data for each document. The team is currently working with the manager and staff to assist with funding applications for the approved selected capital improvements alternate as identified in the documents. To date, we have obtained a NMFA Water Trust Board grant for the priority alternative and are assisting the Association convert the findings of the preliminary planning documents into tangible and sustainable water infrastructure.

City of Rio Rancho Water Infrastructure Resiliency Study – Rio Rancho, NM



Client:
City of Rio Rancho

Reference:
Steve Gallegos
3200 Civic Center Circle NE, Suite 250
Rio Rancho, NM 87174
505.891.5046

The City of Rio Rancho conducted a resiliency study for five of its critical customers with the intent that annual studies would be completed to begin cataloging emergency response plans for their water system operations

group. The City identified health care facilities that needed to have water service maintained under emergency conditions in order to best serve the community and vulnerable populations. BHI evaluated the existing infrastructure in the vicinity serving the critical customers as well as the total demand in the area. The team determined whether sufficient redundancy was in place and what actions were needed (e.g., isolation valve closures or zone boundary modifications) to remedy the emergency in a timely fashion. Under extreme circumstances, BHI used the hydraulic model to determine how much time the City would have to respond to a given event prior to the critical customer running out of water. The analysis also included recommendations to provide additional redundancy to these customers to increase the level of service to these customers and to ensure water is available as long as possible.

PNM San Juan Generation Station Dam – Plant Lake Reservoir – Near Farmington, NM



Client:
Public Service Company of New Mexico

Reference:
Alan Benefiel
2401 Aztec NE, MS Z110
Albuquerque, NM 87107
505.598.7818

The San Juan Generation Station Dam is an earthen embankment dam that continuously impounds coolant water for the San Juan Generating Station in northwest New Mexico. The Plant Lake Reservoir is vital to the overall power generating capabilities of the plant. This generating station provides approximately 95% of PNM's electricity, making it a priority to successfully permit the high-hazard dam under the Office of the State Engineer's (OSE's) updated rules and regulations for dams. As an on-call service provider to PNM, BHI has completed numerous tasks and has ongoing projects for the PNM San Juan Power Generation Station to address regulatory requirements. Completed projects include the hydrologic and hydraulic analysis, dam breach analysis, emergency action plan (EAP), and operations and maintenance manual for the Plant Lake Dam, as well as a closure plan for the plant facilities under NMED jurisdiction. As part of this project, the team completed many tasks including:

- Obtaining current aerial mapping and topography of the upstream watershed and the potential flooding reaches downstream of the dam (5,000+ acres)
- Providing an updated HMR-49 Probable Maximum Precipitation hydrologic analysis of the contributing watershed with a full conversion to a Probable Maximum Flood event routed through the reservoir
- Assessing and mapping the potential risk and flooding hazard for the dam.
- Evaluating, gathering and assembling operational and maintenance procedures for all operating elements of the dam
- Coordinating efforts with local emergency responders to develop reasonable evacuation maps
- Meeting and coordinating with PNM and regulators to ensure development of complaint and acceptable documents
- Providing PNM with a working OSE Dam Safety Bureau approved EAP and O&M
- Providing a Closure Plan to meet NMED requirements.

New Mexico Municipal Support

In addition to the City of Las Vegas, BHI is a committed partner to many other New Mexico municipalities, and we understand the needs and expectations for high-quality project work and responsive, attentive service. Although each municipality is different, all strive for a common goal of quality and cost-effective projects for their communities. This is what we are committed to delivering to the City of Las Vegas for this project.

Providing engineering services for local municipalities is an important part of our business. BHI has performed work for the following cities: Las Vegas, Gallup, Grants, Deming, Albuquerque, Elephant Butte, Farmington, Hatch, Hobbs, Las Cruces, Moriarty, Raton, Reserve, Rio Rancho, Roswell, Ruidoso, Santa Fe, Silver City, Socorro, T or C, and Tucumcari and for the following counties: Bernalillo, Lincoln, Los Alamos, Luna, McKinley, Otero, Quay, San Juan, Santa Fe, and Sandoval. We have long-standing relationships with these clients because we have made them a priority for our work. We invest the time to learn and understand these municipalities' individual needs and to work with them to overcome fast-track schedules, limited budgets, and unique project constraints.

Project Approach

America's Water Infrastructure Act (AWIA) was signed into law in 2018. AWIA requires community water systems to prepare distinct deliverables including 1) risk and resilience assessment and 2) emergency response plan (ERP). These documents must be completed by June 2021 and December 2021, respectively, to meet EPA requirements. Each of these documents serves to assess a water system and identify vulnerabilities. Ultimately, ERP guides the community in how to respond to an emergency that may occur. While many communities are just now getting into the requirements of this law, the benefit of having this information developed for the community is to provide a plan outlining how the residents within a community will continue to have safe, reliable water provided to them. Our approach to each of these documents is described in greater detail below.

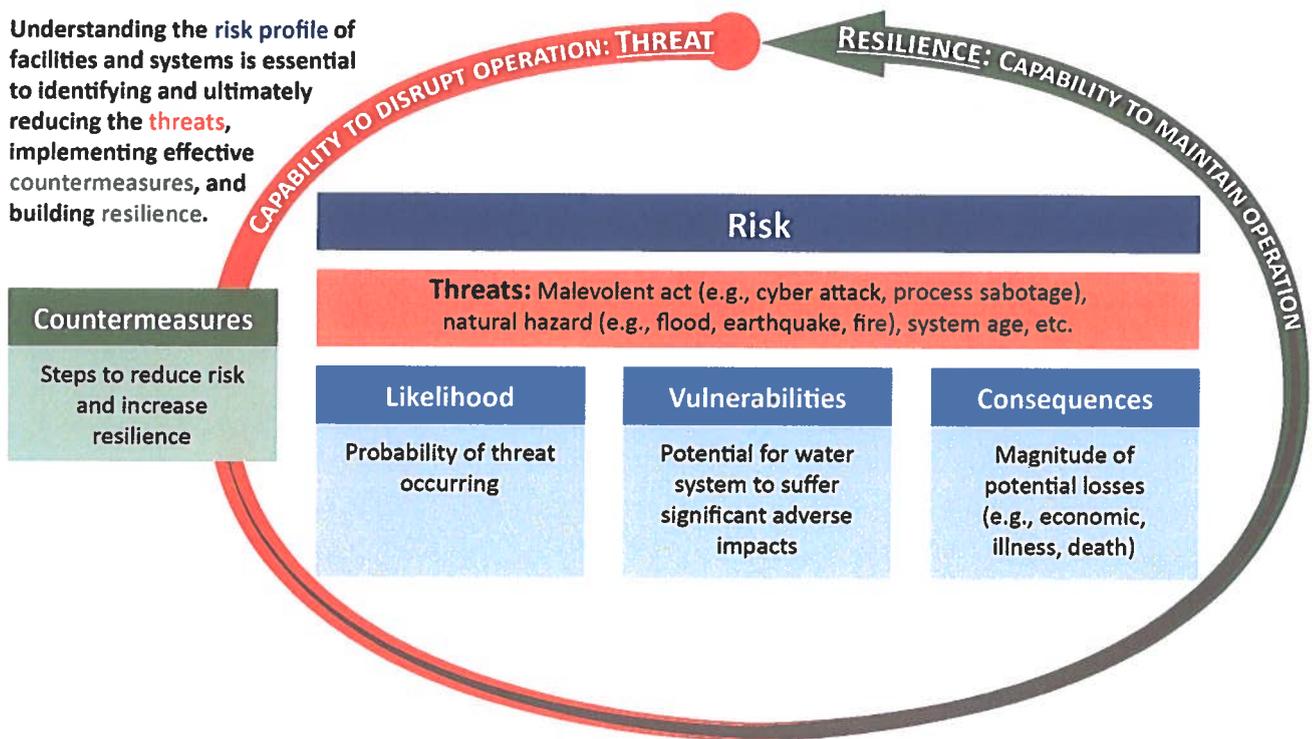


Risk and Resilience Assessment:

The assessment of risks is to identify the areas of the City of Las Vegas Water System that may be exposed to an act that could cause harm to the water system's ability to provide service to residents. Concerns include water quality and public safety concerns, such as firefighting capability. The chart below identifies how a risk to a water system is a function of threat likelihood, vulnerability, and consequences. Ultimately, the goal of this process is to strengthen the resiliency and countermeasures necessary to improve the system and its ability to be a reliable utility, even when an unexpected threat occurs.

BHI's quantitative risk assessment will be limited to the most-critical assets and threats presenting the highest risk. This focus on a smaller number of system components will help create a plan that is actually implementable for the City.

Understanding the risk profile of facilities and systems is essential to identifying and ultimately reducing the threats, implementing effective countermeasures, and building resilience.



BHI would approach the Risk and Resiliency Assessment with the following tasks:

1. **Conduct a Kick-Off Meeting with the City's Operators, Managers, and Other Stakeholders:** BHI is aware this project is to gain a high level understanding of the how the current water system operates and what risks have been observed in the past. BHI is well aware gaining historical knowledge from the City personnel and stakeholders will help be imperative to getting the process started and documenting risks within the system.
2. **Conduct a Site Visit and Review of the City's Water System:** While concerns with COVID-19 have changed the way we do business and have meetings, BHI also understands the importance of seeing the water system facilities in person and talking with the Operators. Reviewing this information in the field and being able to ask the right questions aids also in identifying risks. This augments our existing knowledge of the City's water system.
3. **Identify Risks and Cost-Effect Measures to Reduce Risks:** Using tools provided by the EPA, including the EPA Risk and Resilience Assessment Chart or the Vulnerability Self Assessment Tool, the highest risks

would be identified to operations and the most cost-effective measures to reduce those risks would be considered. This information would also be provided to the City with input from the stakeholders.

4. **Present the Findings to the City:** Work done to this point has allowed BHI to collaborate with the City stakeholders, but other City officials would likely feel it important they are apprised of the results of the Risk and Resiliency Assessment. BHI would provide a presentation to the City to discuss the results and gain any final comments for the assessment.
5. **Submit the Information to the EPA:** BHI feels meeting this deadline imposed by EPA is important, and we also feel the communication developed during the process is key. With that said, BHI has no concerns of completing the process by June 2021 as required by the EPA

Once the assessment has been completed and approved by EPA, BHI would commence the ERP. The Risk and Resiliency Assessment would be a living document, as risks associated with a water system change, and it will be necessary for the City to update this Assessment within 5 years of approval.

Emergency Response Plan (ERP):

The ERP describes the plans, resources, and procedures identified or developed to prepare for and respond to an incident. For water systems, such incidents could be as minor as a small water line failure or as major as an earthquake or community-wide flooding. Our team’s previous experience working with the City, technical expertise, and knowledge of the City’s water system, make us uniquely qualified to craft the City’s ERP. The City’s ERP would ultimately need to address the emergency roles and responsibilities of personnel, creation an activation of an Incident Command System, and communication with and notification of external agencies (local emergency management agency, police, fire department, state regulatory agency, etc.), among other items. The ERP must address all of the ERP criteria as outlined in the AWIA Section 2013 and summarized in the chart below.



AWIA ERP Criteria

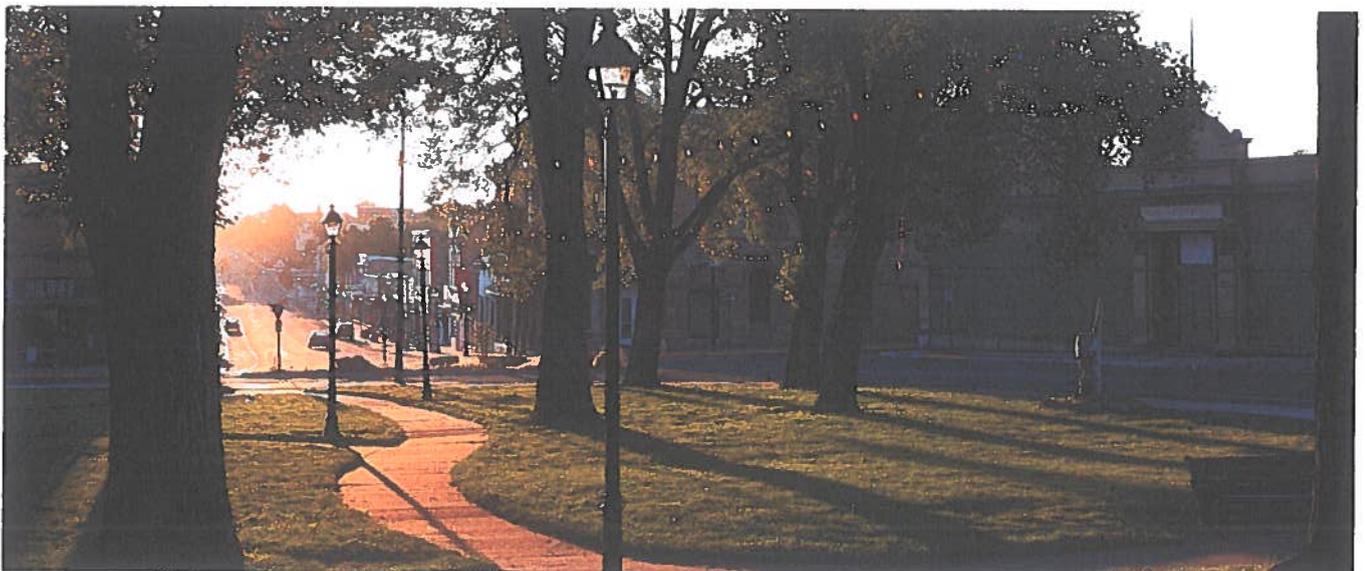
<p>Strategies and resources to improve the resilience of the system</p>	<p>Plans and procedures to implement or equipment to use in the event a risk occurs that threatens the water system</p>	<p>Actions and procedures to lessen the impact of a risk to public health & safety and the supply of drinking water provided to the community</p>	<p>Strategies that can assist in the detection of a risk that threatens the resilience of the system</p>
---	---	---	--

BHI would approach the ERP with the following tasks:

1. **Identify Key Information Needed to Develop the ERP:** While the ERP is a stand-alone document for the community water system, a holistic perspective to complete the document should be taken. Other documents that should be available and steps taken prior to proceeding with the ERP include:
 - a. Review Risk and Resiliency Assessment

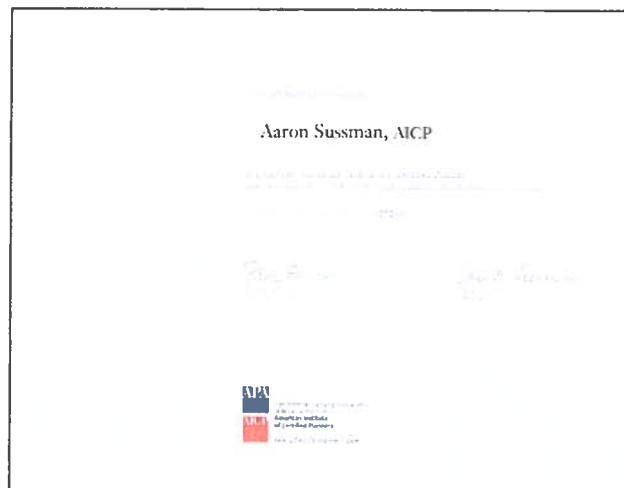
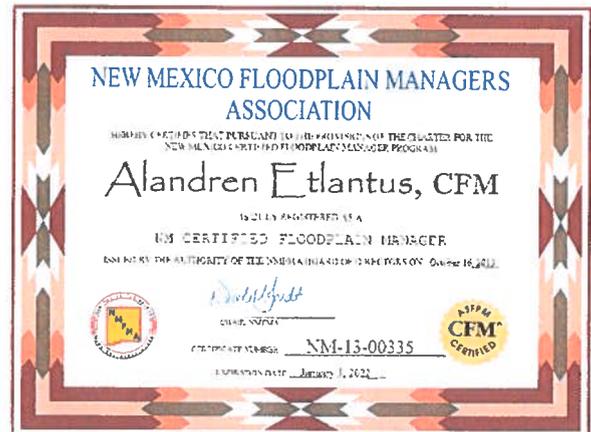
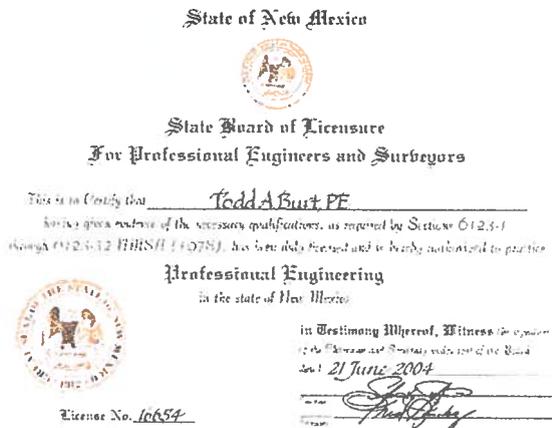
- b. Identify State Regulatory Requirements
 - c. Identify and integrate local plans
 - d. Coordinate with Local Emergency Planning Committees
 - e. Identify response partners
- 2. Compose Sections of ERP:**
- a. **Utility Information:** Including information on the utility that is readily available during an incident for personnel helps to identify first responders, repair contractors / vendors, the media, and other response partner agencies quickly
 - b. **Resilience Strategies:** Resilience strategies and resources improve the resilience of your system. These strategies are not just associated with water system infrastructure but also include items such as how to communicate during an incident, how to work with response partners, and how to communicate an incident has occurred.
 - c. **Emergency Plans and Procedures:** Identifying plans, procedures and equipment that can be used during a threat is included within this section. The two types of emergency response that should be included within this section include Core and Incident Specific.
 - d. **Mitigation Actions:** Mitigation actions include measures, procedures, and equipment that can lessen the impact of a threat. These could include the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers. The mitigation measures are in place to help the water system withstand and recover from an incident.
 - e. **Detection Strategies:** The detection strategies are put in place to identify when a threat has occurred to the utility. In many cases, these strategies may not require additional cost for the utility to bear but are just reinforcing communication with the utility or within the community. Other strategies include the installation of alarms or video cameras as safety measures to monitor critical sites for a facility.

The ERP would also be a living document, and it will be necessary for the City to update this within 5 years of completion. Our team will provide an overview of the update requirements to the City with the ERP to ensure that this project sets the framework maintaining the ERP, providing for a resilient water system with well-planned emergency response.



Section F. Documentation

Below are copies of our primary BHI staff members' professional licenses; you can verify the license numbers and statuses of any of our team members by searching by individual at <http://verification.rld.state.nm.us/>. Education and qualifications of BHI team members are included in Section C of this response.



Section G. Financial

 **BANK OF ALBUQUERQUE**

100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

www.bankofalbuquerque.com

August 6, 2020

To Whom It May Concern:

Bohannon Huston, Inc. established its banking relationship with Bank of Albuquerque in January 2012 and is a valued customer of the bank. The company maintains a loan and depository relationship with us consisting of a low seven figure revolving line of credit and deposit accounts with a combined average balance in the mid seven figure range.

Bohannon Huston, Inc. is managed by individuals who are very knowledgeable, experienced, and of high integrity. Overall, Bohannon Huston, Inc. has handled its banking relationship in an exemplary manner. The Bank does not provide a credit rating, but has determined by our underwriting standards that Bohannon Huston, Inc. is credit worthy as evidenced by our past and current lending activity.

If I may be of any further assistance, please feel free to contact me at 505-222-8421.

Sincerely,


John Valentine
Senior Vice President
jvalentine@bokf.com

Bank of Albuquerque, a division of BOKF, NA. Member FDIC. Equal Housing Lender. 

Section H. Additional Information

Proximity to City of Las Vegas

BHI is located approximately 1.5 hours from Las Vegas, NM. This distance provides the firm the ability to respond rapidly to the needs, wants, and requirements of the City of Las Vegas. Some key project team members live even closer to the City, reducing travel time and costs to work closely with City staff when requested. Our team currently participates in a bi-weekly City of Las Vegas / Bohannon Huston Project coordination meeting via phone or video conferencing. Additionally, a BHI utility team member normally attends a monthly, in-person meeting at the City Utility Office to ensure effective project communication regarding the City water system projects, thereby ensuring a consensus in the water system operations, expectations, and goals.

BHI provides professional services throughout the state of New Mexico. We are familiar with traveling to clients' offices to address and meet the needs for projects.

Resident Business Certification

BHI is a Resident Business with the State of New Mexico. The firm's Certificate Number is L0351576880.

Contractors Bonds

N/A

Cost

Included in a separate envelope.



Bohannon  Huston



Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 22, 2020 DEPT: Utilities MEETING DATE: October 14, 2020

ITEM/TOPIC: Request to Award RFB 2021-02 Solid Waste Facility Fire Suppression Project Re-Bid to Lowest Bidder

ACTION REQUESTED OF COUNCIL:

Approve/Disapprove of Award of RFB 2021-02 to lowest bidder, Hays Plumbing & Heating, Inc.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste facility is in need of Construction improvements to the fire protection system. This is budgeted and will be paid out of line item 633-0000-650-8003. This RFB was advertised in the Optic, Albuquerque Journal and City's website on July 17, 2020. There were two bidders

HAYS PLUMBING & HEATING INC.	\$76,500
NEW IMAGE CONSTRUCTION	\$87,750

STAFF RECOMMENDATION: Approve Award Request

COMMITTEE RECOMMENDATION: *This item was discussed at the regular Utility Advisory Committee meeting on October 13, 2020.*

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 5-Aug-2020

OPENING NO.: 2021-02

TIME: 2:00 PM

DEPARTMENT: SOLID WASTE

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

ITEM(S): SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT RE-BID

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Hay's Plumbing & Heating Inc.</u>	<u>76,500.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 <u>NEW Image Fast Construction</u>	<u>87,750.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1 <u>[Signature]</u>	<u>City of Las Vegas - Inventory</u>
2 <u>[Signature]</u>	<u>CLV Finance</u>
3 <u>[Signature]</u>	<u>CLV Purchasing</u>
4 <u>[Signature]</u>	<u>CLV P/M</u>
5 <u>[Signature]</u>	<u>HAYS</u>
6 <u>[Signature]</u>	<u>NEW Image Corp</u>
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:
[Signature]
DATE: 8-5-2020

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 8/5/2020

COPIES TAKEN BY DEPT:
[Signature]
DATE: 8/5/2020



August 11, 2020

#4426216/Task 1

Marvin Cordova, Project Manager
City of Las Vegas
905 12th Street
Las Vegas, NM 87701
mcordova@lasvegasnm.gov

**RE: Bid Tab and Recommendation of Award
Solid Waste Transfer Station Fire Suppression System**

Dear Mr. Cordova:

This letter provides Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA's) tabulation of bids and recommendation of award for the construction of improvements to the fire protection system in the City's solid waste transfer station.

The bid opening was held at the City of Las Vegas on August 5, 2020. The City received two bids for the project. SMA compiled the bids into a spreadsheet, researched each company to confirm they are licensed contractors and verified their licensed classifications. The table below provides information on the bids received.

Tabulation of Bids City of Las Vegas Fire Suppression Upgrades				
Contractor	Bid Price	License	Classifications	Comments
Hays Plumbing & Heating, Inc.	\$76,500.00	#8243 8/31/21	MM98, GB98, GA01, GF02, GF03, GF04, GF05, GF09, GF98, ES03, ES04, ES05, ES06	No Reviews. Hays Family, Owner
New Image Construction	\$87,750.00	#366062 6/30/22	GB98, GF09	BuildZoom gives them a score of 97 in the top 18% of 37161 NM licensed contractors. Jonny R. Manzanares, owner

The bid form provided for two items, the fire suppression system and installation of the 6" supply line outside the building. Therefore, it is not possible for SMA to evaluate the bids beyond the total price. Based on the information provided, SMA recommends that the contract be awarded to Hays Plumbing & Heating, Inc.

Please do not hesitate to call if you have questions regarding this recommendation.

Sincerely,
**MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES**

Raymond J. Smith, P.E.
Senior Engineer
Raymond.smith@soudermiller.com

BIDDER INFORMATION

COPY

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER () _____

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0517511984

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

} ss

COUNTY OF San Miguel }

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

Gordon Hays
Signature

Subscribed and sworn to before me, this 05 day of August, 2020.

[Signature]
Notary Public Signature



OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico

My Commission Expires 4/16/23

My Commission Expires: 4/16/2023

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

Final inspection and acceptance will be made at the City's 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958
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 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): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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


Signature Gordon Hays

08/05/2020
Date

President
Title (Position)

CITY OF LAS VEGAS
BIDFORM

BID ITEM(S): SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	TOTAL PRICE
Items to be Purchased by Contractor (Amounts to be paid to City)					
1	INSTALLATION OF FIRE SUPPRESSION SYSTEM	LS	1	\$ 72,000.00	\$72,000.00
2	INSTALLATION OF 6" FIRELINE FROM EXISTING HOT BOX TO SOLID WASTE TRANSFER STATION. THIS CONNECTION INCLUDES TWO ELBOWS WITH THRUST BLOCKS. INSTALLATION INCLUDES TRENCHING AND BACKFILL.	LF	75	\$ 60.00	\$4,500.00
PURCHASE AMOUNT ITEMS 1 TO 2 Exclusive of New Mexico Gross Receipts Tax: \$					76,500.00
Other Project Construction Requirements					
3	N/A			\$	\$
4				\$	\$
5				\$	\$
BID AMOUNT ITMES 3 TO 5 Exclusive of New Mexico Gross Receipts Tax: \$					N/A

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax. (If bid amount for purchased items is greater than construction items, the city will receive a credit from the contractor. Bid will be awarded to the responsive bidder with the lowest bid total. For decided the awardee a negative amount or a credit is lower than a positive amount or charge):

\$ 76,500.00

Note: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth

in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature Gordon Hays

08/05/2020
Date

President
Title (Position)

INSURORS

INDEMNITY COMPANY

Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

BID BOND (NEW MEXICO)

Bond No. CNB-37063-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Solid Waste Facility Fire Suppression Project, Installation of a 6' fire line from the solid waste transfer station

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability hereon if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 5th day of August, 2020.

Principal:

Hays Plumbing & Heating, Inc

(Seal)

By: Gordon Hays

(title) Gordon Hays, President

Surety:

INSURORS INDEMNITY COMPANY

(Seal)

By: Joseph A. Menicucci

Joseph A. Menicucci, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37063-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Joseph A. Menicucci of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

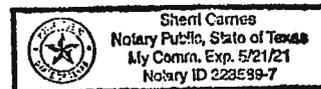
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

INSURORS INDEMNITY COMPANY
By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 5th day of August, 2020

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

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Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

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E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Hays Plumbing and Heating, Inc.
PO Box 1420
Las Vegas, NM 87701

SURETY (Name and Address of Principal Place of Business):
Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76701

OWNER (Name and Address):
City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701

BID
Bid Due Date: August 5th, 2020
Description (Project Name and Include Location): Solid Waste Facility Fire Suppression Project

BOND
Bond Number: Bid
Date (Not later than Bid due date): August 5th, 2020
Penal sum Five Percent of the Amount Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Hays Plumbing and Heating, Inc. (Seal)
Bidder's Name and Corporate Seal
By: Gordon Hays
Signature
Gordon Hays
Print Name
President
Title

SURETY
Insurors Indemnity Company (Seal)
Surety's Name and Corporate Seal
By: Joseph A. Meniucci
Signature (Attach Power of Attorney)
Joseph A. Meniucci
Print Name
Attorney-In-Fact
Title

Attest: Randy Hays
Signature
Treasurer
Title

Attest: [Signature]
Signature
Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37063-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Joseph A. Menicucci of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

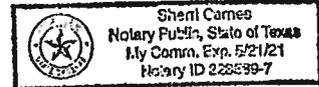
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



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Tammy Tieperman
Tammy Tieperman, Secretary

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LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Fire Supression	Kaufman Fire Protection Systems	B	00235192011110
	751 Rankin NE Albuquerque, NM 87107		
	505-884-2447		
	License #16845		
Electrical	The Electric Horseman, Inc.	A	002306020110816
	14 B Rudolph Dr Las Vegas, NM 87701		
	505-454-4700		
	License #84183		

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
N/A			

Use additional sheets if necessary.

Attest: Gordon Hays
Authorized Officer

08/05/2020
Date

Gordon Hays, President
Name and Title

Hays Plumbing & Heating, Inc.
Name of Firm

* Place title of subcontractor specialty.

** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.

A = Equal to or greater than \$5,000 but less than \$15,000

B = Equal to or greater than \$15,000 but less than \$50,000

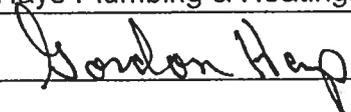
C = Equal to or greater than \$50,000

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER
N/A	

Bidder's Name: Hays Plumbing & Heating, Inc.

By (Signature): 

Print or Type Name and Title: Gordon Hays, President

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Hays Plumbing & Heating, Inc.

Address: 600 Railroad Ave

Las Vegas, NM 87701

2. SUBMITTED TO: City of Las Vegas

3. SUBMITTED FOR: _____

Owner: City of Las Vegas

Project Name: Las Vegas Solid Waste Facility – Fire Suppression Project

TYPE OF WORK: Fire Supression

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Randy Hays

Title: Treasurer

Phone: 505-425-7535

Email: hays_plumbing@hotmail.com

5. **AFFILIATED COMPANIES:**

Name: N/A

Address: _____

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: New Mexico

Date of Organization: 01/01/1964

Executive Officers:

- President: Gordon Hays

- Vice President(s): Jason Dale

- Treasurer: Randy Hays

- Secretary: Donna Hays

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: New Mexico
Type of License: Contractor
License Number: 8243
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (Resident Contractor Certificate): L0517511984

9. BONDING INFORMATION

Bonding Company: Insurors Indemnity Company
Address: 225 South Fifth Street
Waco, TX 76701
Bonding Agent: Downey and Company
Address: 6565 Americas Parkway NE Suite750
Albuquerque, NM 87110
Contact Name: Veronica Bowmaster
Phone: 505-881-0300
Aggregate Bonding Capacity: See attached letter from bonding company

Available Bonding Capacity as of date of this submittal: See attached letter from bonding company

10. FINANCIAL INFORMATION

Financial Institution: Community 1st Bank
Address: 518 Douglas Ave
Las Vegas, NM 87701
Account Manager: Mike Melton
Phone: 505-425-7584

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Richard Dale

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years. See attached.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. See attache

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. See attached.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2020</u>	EMR	<u>.79</u>
YEAR	<u>2019</u>	EMR	<u>1.09</u>
YEAR	<u>2018</u>	EMR	<u>1.08</u>
YEAR	<u>2017</u>	EMR	<u>1.87</u>
YEAR	<u>2016</u>	EMR	<u>1.71</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	<u>1</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>1</u>
YEAR	<u>2015</u>	TRFR	<u>2</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>61,693.52</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>50,953.30</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>50,533.75</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>46,913</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>41,697</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2015</u>	DART	<u>104</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Hays Plumbing & Heating, Inc.

BY: Gordon Hays Gordon Hays

TITLE: President

DATED: 08/05/2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5th DAY OF August, 2020

NOTARY PUBLIC - STATE OF New Mexico

MY COMMISSION EXPIRES: 4/16/2023



OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC - State of New Mexico

My Commission Expires 4/16/2023

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE						
Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

Schedule A

Current Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Telephone: Santa Fe, NM 87502	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$448,770.00	0%	Taos County CN 5100750
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Company: Wooten Engineering Telephone: 505-980-3560	\$2,464,915.00	20%	LVCS Los Ninos Phase 2- Utility & Plumbing Work
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	15%	Miami DWUA Disinfectant Bi Products - Utility Work
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	85%	Village of Maxwell Well Equipment- Utility Work
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$3,206,385.00	50%	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work

Current Work Experience Schedule

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

Schedule B

Previous Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Brief Description of Work Performed
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144	Name: Nathan Roberts Company: Bohannan Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work
2018	Name: Marvin Cordova 1700 N Grand Ave Address: Las Vegas NM 87701	Name: Wayland Oliver Stantec Consulting Service Company: Telephone: 575-461-0181	\$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work
2018	Name: Marvin Cordova Address: 1700 N. Grand Avenue Las Vegas, NM 87701	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work
2018	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	\$304,685.00	Coffey 2 Well Improvements Project- Well Work
2017	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$565,813.07	Cinder Road Water Improvements Project- Pipeline Work

2017	Name: Marvin Cordova Address: 1700 N. Grand Ave. Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$247,316.00	East Waterline Loop Segment B-Pipeline Work
2017	Name: Marvin Cordova Address: 1700 N Grand Ave Las Vegas, NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$71,400.00	Storrie Lake Waterline Repair- Pipeline Work
2017	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$233,000.00	Well 2A/2B in Dual Production- Well Work
2017	Name: Lawrence Ortiz Address: 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	\$315,392.33	Pojoaque Water Line- Well & Pipeline Work
2016	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	\$188,310.11	Chapelle MDWCA Water System- Pipeline Work
2016	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	\$1,401,608.56	Duranes Pump Station- Pump Work
2016	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$213,783.64	Gabaldon Water System Improvement Project- Well Work
2016	Name: State of NIM Address: Telephone:	Name: Company: Bridgers & Paxton Telephone: 505-883-4111	\$1,997,734.59	NIMBHI Mechanical System Upgrades- Utility & Plumbing
2014	Name: El Dorado MDWCA Address: Telephone:	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$409,990.80	El Dorado Well 2- Well Work
2014	Name: El Creston Water Assoc. Address: Telephone:	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$720,444.21	El Creston (Ojitos Frios) Well System- Well Work

Previous Work Experience Schedule

Schedule C

LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE	CONDITION	ACQUIRED
Skidders	Within the last 10 years	Excellent Working Condition	\$17,000 & \$8,000
210 Link Belt Excavator	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Link Belt 330	Within the last 10 years	Excellent Working Condition	\$ 49,000.00
Komatsu Excavator	Within the last 10 years	Excellent Working Condition	\$ 47,000.00
International 10 Yard Tandem Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
12 Yard Freightliner Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 20,000.00
580 Backhoe	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Compactors	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
Ingersol 5 Foot Drum Compactor	Within the last 10 years	Excellent Working Condition	\$ 12,000.00
Portable 3 Deck Screening Plant	Within the last 10 years	Excellent Working Condition	\$ 40,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
Various other trucks and vehicles available for use as needed***			

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By: Jason Dale
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: Donna Hays
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING, INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY

HAYS RANDY

DALE JASON OLE

HAYS HOWARD L.

EXPIRES

08/31/2021

CLASSIFICATION(S)

-EL01, ES03, ES04, ES05

ES06, GA01, GB98, GF02

GF03, GF04, GF05, GF09

GF98, MM98



Victor Romero

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC

DBA: HAYS PLUMBING & HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **14-Feb-2021**

Certificate Number:

L0517511984



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/11/2019 Registration Number: 002369720111209

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Aug 5, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

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

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

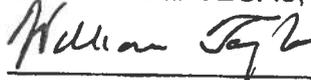
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked:

SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

Opening No. 2021-02; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

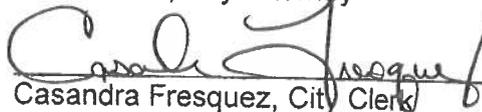
CITY OF LAS VEGAS,



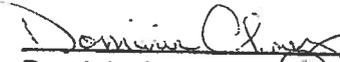
William Taylor, City Manager



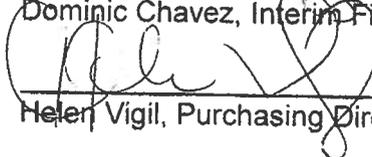
Scott Aaron, City Attorney



Casandra Fresquez, City Clerk



Dominic Chavez, Interim Finance Director



Helen Vigil, Purchasing Director

Opening No. 2021-02

Date Issued: 7/13/2020

Published: LAS VEGAS OPTIC
ALBUQUERQUE JOURNAL
www.lasvegasnm.gov

July 17, 2020
July 17, 2020
July 17, 2020

BIDDER INFORMATION

OFFEROR: New Image Construction INC.
AUTHORIZED AGENT: Johnny Manzanares
ADDRESS: HR 72 Box 5 Ribera, NM 87560
TELEPHONE NUMBER (505) 699-0166
FAX NUMBER (575) 421-1222
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: L1529937712
NEW MEXICO CONTRACTORS LICENSE NO.: 366062
BID ITEM (S): SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel } ss

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

Johnny Manzanares
Signature

Subscribed and sworn to before me, this 5th day of August, 2020.

Kristine Jaramillo
Notary Public Signature



My Commission Expires: 9/6/23

STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best 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.

TIMETABLE

Bid 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: Aug 5, 2020; 2:00 p.m.; 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 _____, 2020. 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 the submitted Bid.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include 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 connection with the submitted bid.

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

Final inspection and acceptance will be made at the City's 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0568873
SOCIAL SECURITY NUMBER: 525-21-6364

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 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): 03186160001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that 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 five (5) 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 provision 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, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

BID PROTESTS

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific 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 Tax in the City of Las Vegas.

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM(S): SOLID WASTE FACILITY FIRE SUPPRESSION PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	TOTAL PRICE
Items to be Purchased by Contractor (Amounts to be paid to City)					
1	INSTALLATION OF FIRE SUPPRESSION SYSTEM	LS	1	\$	\$79,000 ⁰⁰
2	INSTALLATION OF 6" FIRELINE FROM EXISTING HOT BOX TO SOLID WASTE TRANSFER STATION. THIS CONNECTION INCLUDES TWO ELBOWS WITH THRUST BLOCKS. INSTALLATION INCLUDES TRENCHING AND BACKFILL.	LF	75	\$30.00	\$2,250 ⁰⁰
PURCHASE AMOUNT ITEMS 1 TO 2 Exclusive of New Mexico Gross Receipts Tax: \$ <u>81,250⁰⁰</u>					
Other Project Construction Requirements					
3	Electrical			Lump Sum \$	\$6,500 ⁰⁰
4				\$	\$
5				\$	\$
BID AMOUNT ITMES 3 TO 5 Exclusive of New Mexico Gross Receipts Tax: \$ <u>6,500⁰⁰</u>					

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax. (If bid amount for purchased items is greater than construction items, the city will receive a credit from the contractor. Bid will be awarded to the responsive bidder with the lowest bid total. For decided the awardee a negative amount or a credit is lower than a positive amount or charge):

\$ 87,750⁰⁰

Note: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth

in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature

8-5-2020
Date

Owner/President
Title (Position)



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, New Image Construction, Inc , as Principal, and **Philadelphia Indemnity Insurance Company**, a corporation organized and existing under the laws of the State of Pennsylvania, and authorized to do business in the State of New Mexico as Surety, are held and firmly bound unto the City of Las Vegas, as Obligee, in the sum of Five Percent (5%) of Bid Amount DOLLARS (\$), lawful money of the United States of America, to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Solid Waste Facility Fire Suppression Project in Las Vegas NM

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the Surety or with other surety or sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

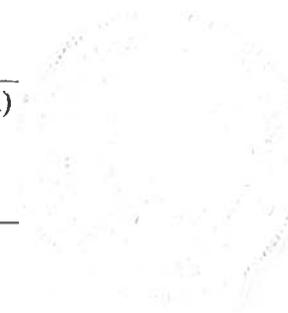
Signed, sealed and dated this 5 day of August , 2020 .

Johnny Manzanates
(Principal) (Seal)

By: John Meyer

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: Kevin A. Menicucci
Kevin A. Menicucci, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, and Tracy L. Duran of Menicucci Insurance Agency LLC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

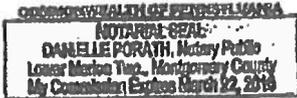
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Danielle Porath
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5 day of August, 2020



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Electrical	The Electric Horseman 1330 16th St Las Vegas NM 87701 505-454-4700	A	

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER
Automatic Fire Sprinkler System	Reliable Automatic Fire Sprinklers

Bidder's Name:

New Image Const. INC

By (Signature):

Johnny Manzanates

Print or Type Name and Title:

Johnny Manzanates / owner

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

New Image Const. Inc

Address:

HCR 72 Box 5

Ribera, NM 87560

2. SUBMITTED TO:

City of Las Vegas

3. SUBMITTED FOR:

Las Vegas Solid Waste Facility - Fire Suppns:
Project

Owner:

City of Las Vegas

Project Name:

Las Vegas Solid Waste Facility - Fire Suppression Project

TYPE OF WORK:

Fire Suppression System

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Johnny Manzanares

Title:

Owner

Phone:

(505) 699-0166

Email:

newimagemanzan@aol.com

5. **AFFILIATED COMPANIES:**

Name:

New Image Const. INC. / Johnny Manzanar

Address:

HR 72 Box 5

Ribera, NM 87560

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

New Mexico

Date of Organization:

3-11-2010

Executive Officers:

- President:

Johnny Manzanar

- Vice President(s):

Johnny Manzanar

- Treasurer:

Johnny Manzanar

- Secretary:

Johnny Manzanar

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: New Mexico
Type of License: GF09
License Number: 366062
Jurisdiction: New Mexico
Type of License: GB98
License Number: 366062

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: State of New Mexico
Woman Owned Enterprise: _____
Small Business Enterprise: State of New Mexico
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Philadelphia Indemnity Ins. Co.
Address: 1 Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Bonding Agent: Menicucci Ins. Agency
Address: 2116 Vista Oeste NW #5
Albuquerque, NM 87120
Contact Name: Kevin Menicucci
Phone: (505) 883-3683
Aggregate Bonding Capacity: \$4,000,000
Available Bonding Capacity as of date of this submittal: 90%

10. FINANCIAL INFORMATION

Financial Institution: Bank of America
Address: 1234 St. Michaels Dr.
Santa Fe, NM 87505
Account Manager: _____
Phone: (505) 473-8211

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Johnny Manzanarez

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2015</u>	EMR	<u>None JM</u>
YEAR	<u>2016</u>	EMR	<u>None</u>
YEAR	<u>2017</u>	EMR	<u>None</u>
YEAR	<u>2018</u>	EMR	<u>None</u>
YEAR	<u>2019</u>	EMR	<u>None</u>

See Attached

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2015</u>	TRFR	<u>None</u>
YEAR	<u>2016</u>	TRFR	<u>None</u>
YEAR	<u>2017</u>	TRFR	<u>None</u>
YEAR	<u>2018</u>	TRFR	<u>None</u>
YEAR	<u>2019</u>	TRFR	<u>None</u>



MENICUCCI
INSURANCE

Face to Face.
Specialty Expertise.
No Nonsense.

August 4, 2020

Johnny Manzanares
New Image Construction, Inc
HCR 72 Box 5
Ribera, NM 87560

RE: Workers Compensation Experience Modification

To Whom It May Concern,

This letter confirms the experience modification of New Image Construction, Inc, for the following effective dates:

Effective Date	Experience Mod
7/11/2020 -7/11/2021	0.96%
7/11/2019 -7/11/2020	0.97%
7/11/2018 -7/11/2019	1.15%
7/11/2017 -7/11/2018	1.14%
7/11/2016 -7/11/2017	1.40%

Please contact our office with any questions or concerns regarding this matter.

Sincerely,

Valerie Davis
Account Manager

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>6,000</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>6,000</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>6,000</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>6,000</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>6,000</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2015</u>	DART	<u>deceased</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2019</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: New Image Const. INC
BY: Johnny Mazon
TITLE: Owner / President
DATED: 8-5-2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5th DAY OF August, 2020

NOTARY PUBLIC - STATE OF New Mexico
MY COMMISSION EXPIRES: 9/6/2023



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

CURRENT EXPERIENCE

SCHEDULE A

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

See Attached

Work experience for Johnny Manzanares

I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.

Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.

Owner's Name, Address & Phone No.	Design Engineer's Name	Project Title
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 th Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project

El Valle San Miguel Del Vado	Engineers Inc. Wayland Oliver 1601 Camino Del Coronado Tucumcari, NM 88401 575-461-0181	El Valle San Miguel Del Vado
City of Las Vegas Las Vegas, NM 87701	Paul Kennedy Souder Miller 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	City of Las Vegas Peterson Pump Back Project
Village of Eagle Nest P.O. Box 168 Eagle Nest NM, 87718	Dennis Engineering Co. Tappan Mahoney, PE P.O. Box 909 21 Main Street Suite 201 Edgewood, NM 87015	Village of Eagle Nest Water System Improvements Phase II

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

Owner's Name, Address, & Phone number	Design Engineer's Name	Amount of Project	Year Completed	Project Title
City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Souder Miller & Associates Raymond Smith 2904 Rodeo Park Drive Santa Fe NM, 87505 505-473-9211	\$417,364.00	2017	The Construction of City of Las Vegas FEMA Flood Repairs
ECIA 1 La Hacienda Loop Santa Fe, NM 87508	Julie Navarro Eldorado Community Improvement Association Inc. 505-466-4248	\$127,914.28	2019	Stable Waterline Replacement
Guadalupe County 130 S. Fourth St. Santa Rosa, NM 88435	Kevin Balciar Soleil West 2625 Pennsylvania St. NE Albuquerque NM, 87110	\$142,500.00	2018	Newkirk Fire station Water Storage
United World College- USA P.O. Box 248/ State Road 65 Montezuma, NM 87731	Michael Bullock P.O. Box 248/ State Rd 65 Montezuma NM, 87731 505-454-4234	\$35,300.00	2020	Replacement of Waterline to Pine Forest
Main Street De Las Vegas San Miguel County 500 West National Ave. Las Vegas, NM 87701	Kevin Balciar 2625 Pennsylvania St. NE Albuquerque, NM 87110	\$116,000.00	2018	E. Romero Fire Station Renovation Phase 4
City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Jonah Ruybalid Molzen Corbin 2701 Miles Road SE Albuquerque NM, 87106 505-242-5700	\$69,155.69	2017	Taos Street Waterline Repair

San Miguel County 500 West National Ave. Las Vegas, NM 87701	Kevin Balciar Soleil West 2625 Pennsylvania St. NE Suite 600 Albuquerque NM, 87110	\$144,000.00	2018	Cabo Lucero Fire Station Water Storage
Los Trigos Ditch Association	NRCS	\$68,800.65	2016	Los Trigos Ditch
City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701	Kevin Balciar Soleil West 2625 Pennsylvania St. NE Suite 600 Albuquerque NM, 87110	\$161,121.00	2018	E. Romero Fire Station Renovation Phase 3
City of Moriarty P.O. Box 130 Moriarty, NM 87035	Molzen Corbin 2701 Miles RD SE Albuquerque, NM 87106	\$228,400.00	2015	City of Moriarty Airport Sewer Extension

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

John May _____
Signature Date

Title (position)

--OR--

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

Signature Date
Owner/ President
Title (Position)

Certificate of Contractor Registration



This is to certify that

New Image Construction Inc.

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2016

Registration Number: 03025920140321

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NEW IMAGE CONSTRUCTION, INC**

DBA: **NEW IMAGE CONSTRUCTION, INC**
HC 72 BOX 5
RIBERA, NM 87560-9601

Expires: **17-Sep-2021**

Certificate Number:

L1529937712



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



STATE OF NEW MEXICO
Taxation and Revenue Department



Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

September 11, 2015
CRS: 03-186160-00-1
Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58	Business End Date	
City and State RIBERA, NM	Zip Code 87510	
Taxpayer Name NEW IMAGE CONSTRUCTION, INC	Taxpayer Type Corporation	
Firm Name NEW IMAGE CONSTRUCTION, INC	Filing Frequency Monthly	
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM	Zip Code 87560-9601	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atl04 v28



100651145264060

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(s)

MANZANARES JOHNNY
MANZANARES JOHNNY R

EXPIRES

06/30/2022

CLASSIFICATION(S)

-GB99, GFD9


DIRECTOR

This record is the property of the PDI and shall be returned upon demand.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 22, 2020

DEPT: Utilities

MEETING DATE: October 14, 2020

ITEM/TOPIC: Request to Award RFB 2021-03 Peak Shaving Plant Demo Re-Bid to Lowest Bidder.

ACTION REQUESTED OF COUNCIL:

Approve/Disapprove of Award of RFB 2021-03 to lowest bidder, Total Energy Corp.

BACKGROUND/RATIONALE: Current peak shaving plant in Las Vegas is considered inoperable and needs to be removed for safety reasons per PRC recommendation. The RFB was advertised in the Optic, Albuquerque Journal and City's website on July 17, 2020. This project will be of no cost to the City of Las Vegas. There were three bidders:

Total Energy Corp.	(\$750)
Rocky Road Gravel	\$25,000
Hays Plumbing & Heating Inc.	\$27,500

STAFF RECOMMENDATION: Approve Award Request

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on October 13, 2020.

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

MOLZEN CORBIN

August 26, 2020

Mr. Martin Cordova
Project Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

**RE: City of Las Vegas – REBID – Peak Shaving Plant Demo
Consideration of Award**

LVG177-23

Dear Mr. Cordova:

The City of Las Vegas received three (3) Bids on August 5, 2020 for the above-mentioned project. A summary of the Bids received and the Engineer's Estimate is provided on the enclosed Bid Tabulation and Bid Evaluation Summary.

The apparent low Bidder was Total Energy Corp with a bid of ~\$750.00.

The second ranked Bidder was Rocky Road Gravel and Well Drilling with a Bid of \$25,000.00 and the third ranked Bidder was Hays Plumbing & Heating, Inc. with a Bid of \$27,500.00

Total Energy Corp is not a registered contractor in the State of New Mexico.

Bidders Rocky Road Gravel and Well Drilling as well as Hays Plumbing & Heating, Inc. did not submit the required qualifications identified in the Instructions to Bidders, Article 3 – Qualifications for Bidders, 3.01: "Bidder shall also submit along with the Bid Form, the detailed procedures the Bidder will utilize to remove the liquid propane, reoderize and ventilation procedures for the four existing tanks such that final instrument testing will show the Lower Explosive Limit (LEL) of any vapors will be zero."

We understand that the Owner reserves the right to award or reject any Bid, as well as waive any technical irregularities in the Bids. Should the City decide to award the project, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Jonah Ruybalid, P.E.

JR:scc
Enclosures

Bid Tabulation
Peak Shaving Plant Demo Re-Bid
City of Las Vegas

Bid Opening: August 5, 2020 at 2:00 p.m.

Items to be Purchased by Contractor (Amounts to be paid by City)				Engineer's Estimate		Total Energy Corp		Rocky Road Gravel and Well Drilling		Hays Plumbing & Heating, Inc.	
Item No.	Description	Unit	Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Purchase and remove existing inventory of propane	GAL	25,000	\$0.50	\$12,500.00	\$0.04	\$1,000.00	\$0.00	\$0.00	\$0.10	\$2,500.00
2	Purchase equipment from City of Las Vegas (see next page)	LS	1	\$100,000.00	\$100,000.00	*	\$3,750.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
PURCHASE AMOUNT ITEMS 1-2 (Exclusive of NMGR)					\$112,500.00		\$4,750.00		\$0.00		\$5,000.00
Other Project Construction Requirements											
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade	LS	1	\$100,000.00	\$100,000.00	*	\$2,750.00	\$16,500.00	\$16,500.00	\$15,000.00	\$15,000.00
4	Mobilization, Insurance and Bonds.	LS	1	\$10,000.00	\$10,000.00	*	\$750.00	\$4,500.00	\$4,500.00	\$12,500.00	\$12,500.00
5	Demolition and Submittal of all Closeout Documents	LS	1	\$5,000.00	\$5,000.00	*	\$500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
BID AMOUNT ITEMS 3-5 (Exclusive of NMGR)					\$115,000.00		\$4,000.00		\$25,000.00		\$32,500.00
Subtotal					\$2,500.00		-\$750.00		\$25,000.00		\$27,500.00
TOTAL					\$2,500.00		-\$750.00		\$25,000.00		\$27,500.00
				No	(\$750.00)	No		No	\$25,000.00	Yes	\$26,125.00
				No		No	#1	No	#3	No	#2

For Ranking Purpose: Resident Contractor Pref. (5%):
For Ranking Purpose: Resident Veteran Contractor Pref. (10%):
BID AMOUNT RANKING AFTER PREFERENCE:

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

Jon Jones, P.E. _____ Date

BID EVALUATION SUMMARY

BID DATE: August 5, 2020
 ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas
 PROJECT: Peak Shaving Plant Demo

	Total Energy Corp	Rocky Road Gravel	Hays Plumbing & Heating, Inc.
Bid Signed?	Yes	Yes	Yes
Addenda 1 & 2 acknowledged?	Yes	Yes	Yes
Bid bond provided?	No	Yes	Yes
Contractor's License No noted in Bid	Not licensed in New Mexico	82303	8243
NMDOL Registration No.	Not registered	002537920120928	002369720111209
Verification of Contractor's License and Classifications per NM Construction Industries	Not listed	GB98, MM01, MM02, MM03, MM98, GA01, GF08, GF09	EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98
Subcontractors Listed in Bid	Coronado Wrecking and Salvage, Crane Service Inc.	None	None
Are subcontractors registered with NMDOL	N/A	N/A	N/A
Does Bidder have required Classifications as Determined by NM Construction Industries?	N/A	Yes	Yes
Verification of Bid Bond	N/A	Argonaut Insurance Company NAIC# 19801 with the underwriting limitation of \$89,568,000.00	Insuror's Indemnity Company
Total Base Bid Amount excluding NMGR	(\$750.00)	\$25,000	\$27,500.00
Resident Contractor Preference?	No	No	Yes
Resident Veteran Contractor Preference?	No	No	No
Amount with Preferences	(\$750.00)	\$25,000	\$36,625.00
Bid Amount Correct?	No-\$0.00	Yes	No- \$35,000.00

NOTE: Verification with New Mexico Construction Industries per the Internet.

LVG177-23

August 6, 2020



August 5, 2020

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
RE: City of Las Vegas, New Mexico Peak Shaving Plant Demo

Total Energy is pleased to submit our proposal for the purging, dismantling and removal of City of Las Vegas, New Mexico's propane air system including 3-18,000 gallon and 1-30,000 gallon storage tanks, and approximately 25,000 gallons of (non-odorized) propane at the Plant in Las Vegas, New Mexico. We have prepared our proposal to exceed the requirements and expectations of the City of Las Vegas, New Mexico. Total Energy is fully prepared to complete the work scope in an expedient, safe and professional manner.

Total Energy has extensive experience with the turnkey dismantling of propane systems, including large scale demolition projects and municipal gas systems, and is clearly the industry leader in this highly specialized field. We have completed over 750 projects for utilities, oil and gas producers/marketers and industrial customers over the past 25 years.

Total Energy remains ready, willing and able to provide the highest level of service to City of Las Vegas. We are certain that you will find Total Energy's offer to be extremely attractive when coupled with our impeccable safety record and experience. We have enclosed updated project references from other projects that Total Energy has decommissioned that we encourage you to contact. We are confident that you will receive the same glowing reviews of our prior work.

Total Energy has all subcontractors and manpower in place, specialized equipment in stock, and can mobilize quickly to start the project. We have included in this proposal reference materials, our certificate of insurance and other supporting documentation. Also attached is a paper written by Total Energy that was presented at the 2009 AGA Operations Conference and subsequently published. This paper is the most recognized reference guide for the proper decommissioning of propane air plants and widely used by utilities and industry.

Please contact me at 800-682-0181 with any questions you may have. Total Energy looks forward to working with you and your colleagues at City of Las Vegas, New Mexico in the near future, and thanks you for the opportunity.

Sincerely,

Marissa Armentano
Director of Sales
Total Energy Corp.
Direct: 405.367.5338
Marmentano@Totalenergy.com



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- 3. TOTAL ENERGY'S FLARE/PURGE PROCEDURES**
- 4. TOTAL ENERGY'S GENERAL SAFETY MANUAL AND SAMPLE SITE HEALTH AND SAFETY PLAN**
- 5. TOTAL ENERGY'S PAPER PRESENTED AT THE AGA OPERATIONS CONFERENCE**
- 6. TOTAL ENERGY'S SAMPLE CERTIFICATE OF INSURANCE**



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 1

CITY OF LAS VEGAS' COMPLETED BID DOCUMENTS & TOTAL ENERGY'S PROPOSAL

BID FORM

PROJECT IDENTIFICATION: Peak Shaving Plant Demo

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with or has obtained information about the site and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. In compliance with your Request for Bids, BIDDER hereby proposes to purchase all equipment in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.
- F. BIDDER hereby agrees to the purchase and removal of the equipment under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ninety (90) consecutive days thereafter.

ARTICLE 5 – BASIS OF BID

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

** Item 1: will test ethyl mercaptane level and addize as needed*

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to the City)					
1	Purchase and remove existing inventory of propane. *	GAL	25,000	\$ 0.04	\$ 1,000
2	Purchase equipment from City of Las Vegas (see next page).	LS	1	\$ 3,750	\$ 15,000
PURCHASE AMOUNT ITEMS 1 – 2 (Exclusive of NMGR)T					\$ 16,000
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade.	LS	1	\$ 2,750	\$ 11,000
4	Mobilization, Insurance, and Bonds.	LS	1	\$ 750	\$ 3,000
5	Demobilization and Submittal of all Closeout Documents.	LS	1	\$ 500	\$ 2,000
BID AMOUNT ITEMS 3 – 5 (Exclusive of NMGR)T					\$ 16,500

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount. If negative, that is the purchase amount the City will receive from the contractor) \$ 0

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The above unit prices shall include all labor, demolition, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the removal of the several kinds called for.

LIST OF EQUIPMENT TO PURCHASE FROM THE CITY OF LAS VEGAS

STORAGE TANKS:

- TANK 1 – Manufacturer: Chicago Bridge & Iron, Chicago, Illinois
 Tank volume: 18,000 gallons
 Serial #: C-585
 Mfg date: 1944
 Max w.p.: 220
 Max temp: -
 National Board #: 474

- TANK 2 - Manufacturer: Chicago Bridge & Iron, Chicago, Illinois
 Tank volume: 18,000 gallons
 Serial #: C-731
 Mfg date: 1945
 Max w.p.: 200
 Max temp: -
 National Board #: 662

- TANK 3 – Manufacturer: Chicago Bridge & Iron, Chicago, Illinois
 Tank volume: 18,000 gallons
 Serial #: C-906
 Mfg date: 1946
 Design w.p.: 200
 Temperature: -

- TANK 4 - Manufacturer: Dallas Tank Co., Dallas, Texas
 Tank volume: 30,000 gallons
 Serial #: 1012
 Mfg date: 1950
 Design w.p.: 200
 Temperature: 130
 National Board #: -

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification.

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Security *N/A*
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act *attached*
 - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference) *N/A*
 - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference) *N/A*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Total Energy Corp (SEAL)

State of Incorporation: New York
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert Amertaw

Title: President
(CORPORATE SEAL)

Attest Manel _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2 Hardscrabble Road

North Salem NY 10560

Phone No. 914-276-0490 Fax No. 914-276-0229

E-mail marmarentano@totalenergy.com
marmarentano@totalenergy.com

SUBMITTED on August 5, 2020

9.02 Contractor License Information:

New Mexico Contractor's License Number N/A

License Classifications _____

New Mexico Department of Workforce Solutions Registration Number _____

Federal Identification Number (FEIN #) _____

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? NO

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 31, 2020.

Selected Entity Name: TOTAL ENERGY CORP.

Selected Entity Status Information

Current Entity Name: TOTAL ENERGY CORP.

DOS ID #: 1656627

Initial DOS Filing Date: AUGUST 04, 1992

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TOTAL ENERGY CORP.

2 HARDCRABBLE ROAD

NORTH SALEM, NEW YORK, 10560

Chief Executive Officer

ROBERT ARMENTANO

2 HARDCRABBLE RD

NORTH SALEM, NEW YORK, 10560

Principal Executive Office

TOTAL ENERGY CORP.

2 HARDCRABBLE RD

NORTH SALEM, NEW YORK, 10560

Registered Agent

ROBERT ARMENTANO
2 HARDSCRABBLE ROAD
NORTH SALEM, NEW YORK, 10560

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 04, 1992	Actual	TOTAL ENERGY CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

11/19/2014 10:11:11 AM

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category concrete demo
Estimated Value of Work \$ 7,000
Subcontractor's Name coronado wrecking & salvage co
Business Address 4200 Broadway Blvd SE
Albuquerque, NM 87105
Phone Number (505) 877-2821
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. 24416
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category tank removal - crane
Estimated Value of Work \$ 10,000
Subcontractor's Name Crane Service Inc
Business Address 505 Murray Rd SE
Albuquerque, NM 87105
Phone Number (505) 877-1100
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. CRS# 03089566009
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

↓
state of
New Mexico
number.

page 2 filled out.

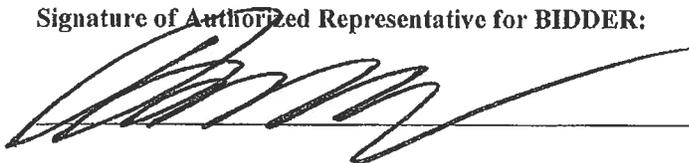
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Date: 8/3/20

Duplicate, complete, and submit additional sheets as required.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., Aug 5, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PEAK SHAVING PLANT DEMO

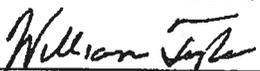
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: **Molzen Corbin, 2701 Miles Rd. SE Albuquerque, NM 87106 phone 505-242-5700**

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

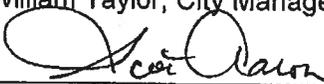
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **PEAK SHAVING PLANT DEMO**
Opening No. 2021- 03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

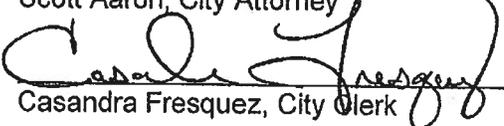
CITY OF LAS VEGAS,



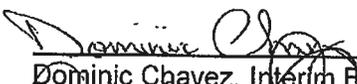
William Taylor, City Manager



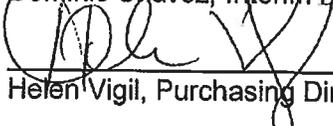
Scott Aaron, City Attorney



Casandra Fresquez, City Clerk



Dominic Chavez, Interim Finance Director



Helen Vigil, Purchasing Director

Opening No. 2021- 03

Date Issued: 7/13/2020

Published: LAS VEGAS OPTIC 7/17/ 2020
ALBUQUERQUE JOURNAL 7/17/ 2020
www.lasvegasnm.gov 7/17/ 2020

BIDDER INFORMATION

OFFEROR: Total Energy Corp.

AUTHORIZED AGENT: Robert Armentano

ADDRESS: 2 Hardscrabble Road North Salem NY 10560

TELEPHONE NUMBER (914) 276-6490

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): PEAK SHAVING PLANT DEMO

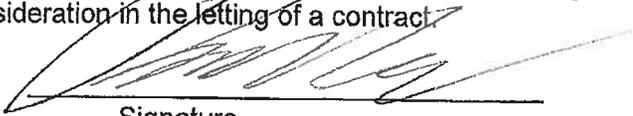
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NY }

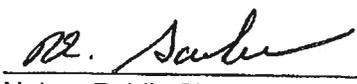
COUNTY OF West } ss

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


Signature

Subscribed and sworn to before me, this 3 day of August, 2020.

(SEAL)


Notary Public Signature

My Commission Expires: 11/30/21

RAYMOND E. SACHER
Notary Public - State of New York
No. 80-4640310
Qualified in Putnam County
My Commission Expires Nov. 30, 20__

STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best 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.

TIMETABLE

Bid 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: Aug 5, 2020; 2:30 p.m.; 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 _____, 2020. 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 the submitted Bid.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include 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 connection with the submitted bid.

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

Final inspection and acceptance will be made at the City's 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 13 - 3681759
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 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 complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that 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 five (5) 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 provision 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, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

BID PROTESTS

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific 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 Tax in the City of Las Vegas.

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to City)					
1	Purchase and remove existing inventory of propane.	GAL	25,000	\$ 0.04	\$ 1,000
2	Purchase equipment from City of Las Vegas (SEE NEXT PAGE).	LS	1	\$ 3,750	\$ 15,000
PURCHASE AMOUNT ITEMS 1 TO 2 Exclusive of New Mexico Gross Receipts Tax \$ <u>16,000</u>					
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade	LS	1	\$ 2,750	\$ 11,000
4	Mobilization, Insurance, and Bonds	LS	1	\$ 750	\$ 3,000
5	Demobilization and Submittal of all Closeout Documents	LS	1	\$ 500	\$ 2,000
BID AMOUNT ITEMS 3 TO 5 Exclusive of New Mexico Gross Receipts Tax \$ 16,000					

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount, if negative, that is the purchase amount the City will receive from the contractor) \$ 0

NOTE: Total Energy will test ethyl mercaptane level and odorize propane if needed

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

N/A

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

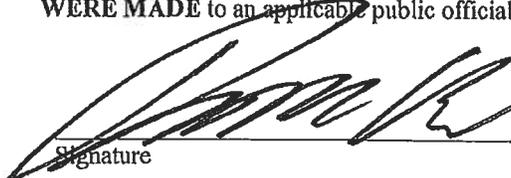
Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

8/3/20

Date

President

Title (Position)



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

CITY OF LAS VEGAS, NEW MEXICO

***PROPOSAL FOR THE TURNKEY DISMANTLING AND
REMOVAL OF CITY OF LAS VEGAS, NEW MEXICO'S PROPANE SYSTEM
INCLUDING APPROXIMATELY 25,000 GALLONS OF
PROPANE AND 3-18,000 AND 1-30,000 GALLON TANKS***

Las Vegas, NM

August 5, 2020

**Total Energy Corp.
2 Hardscrabble Road
North Salem, NY 10560
Telephone: 914-276-0490
Fax: 914-276-0229**



TOTAL ENERGY CORP. PROPOSAL **CITY OF LAS VEGAS, NEW MEXICO**

I. TOTAL ENERGY - RESPONSIBILITIES AND WORK SCOPE:

PROJECT PREPARATION

After bid award and contract execution, Total Energy will provide City of Las Vegas, NM with a site-specific health & safety plan [HASP]. Total Energy is providing a sample site specific safety plan with this bid response so that you may evaluate the comprehensiveness and detail of the plan.

PROPANE REMOVAL

- Total Energy will modify piping (if needed) to accommodate safe removal of the approximately 25,000 gallons of (non-odorized) propane per NFPA 58 and DOT guidelines.
- Load transports with propane until all retrievable liquid has been recovered.
- Test each load of propane for odorant quality prior to loading and properly odorize if needed.

TANKS DISMANTLING AND REMOVAL

- Total Energy will safely flare/burn all residual vapor gas to bring the tanks to zero pressure and purge to 0% LEL (lower explosive limits) to make them safe for handling and shipping in accordance with local requirements, OSHA, NFPA 59, and US DOT requirements. This also includes all necessary purging of any propane from the pipes leading up to the building, and from any propane pumps, vaporizers, or other equipment or piping associated with the system. Total Energy's standard flaring and purging procedure is attached. The flaring and purging procedure will be completed based on site specific conditions or requirements.
- Total Energy will dismantle all tanks by removing all associated piping, control valves, relief valves and instrumentation to accommodate the safe and efficient loadout of the tanks.
- Total Energy will demolish tank concrete piers at least (2) feet below existing ground level and remove from the site.
- Total Energy will remove loading station, associated piping, valves and instrumentation. Concrete pad is to be demolished and removed from site.
- Total Energy will remove equipment, piping, valves and associated accessories in the building that is to remain on site (denoted by key note #10, per bid document "LasVegas_PeakShaving_Plans". Concrete pad is to be demolished and removed from site.
- Underground piping will be cut 6" below grade, foam filled for (3) pipe diameters, and abandoned.
- Miscellaneous piping and other scrap material will be placed in a container and removed from site.
- Total Energy will provide necessary cranes and rigging for loading tanks.
- Total Energy will load storage tanks onto trucks provided by Total Energy.
- Total Energy will remove all rubbish and debris to leave the site in a tidy condition.
- Per bid document "LasVegas_PeakShaving_Plans", existing natural gas to remain, existing regulator station to remain, existing valve pit to remain, existing overhead electrical to remain, existing underground electrical to remain, existing building to remain.

GENERAL RESPONSIBILITIES

- All work as outlined above will be performed in compliance with all federal, state and local regulations and requirements, including NFPA, OSHA and DOT, City of Las Vegas, New Mexico’s safety procedures and Total Energy’s safety procedures.
- Total Energy will obtain all necessary permits for the work as required.
- Prior to commencement of any work at the site, Total Energy will provide City of Las Vegas, New Mexico with all required Certificates of Insurance for Total Energy and any proposed subcontractors.
- This proposal does not include the removal of any environmentally sensitive materials, concrete piers, equipment supports, or necessary site remediation.
- Except as specifically set forth herein, Total Energy expressly disclaims any and all responsibility for the removal of any environmentally sensitive or hazardous materials, including asbestos or any other environmentally sensitive materials, either above-ground or subsurface. In the event that Total Energy encounters any environmentally sensitive or hazardous materials on the site with respect to removal of the Tanks and Propane, Total Energy will immediately cease work and notify City of Las Vegas, New Mexico.

II. CITY OF LAS VEGAS, NEW MEXICO’S RESPONSIBILITIES

- Supply Total Energy with a copy of its written site safety procedures upon award. If there are no specific safety procedures other than state and federal requirements City of Las Vegas, New Mexico will provide Total Energy with a letter stating such.
- Provide Total Energy with clear title to the tanks and propane.
- Provide clear, unobstructed access to the site and tanks for dismantling and removal.

III. WORK HOURS AND TIMEFRAME FOR PROJECT COMPLETION

- Suggested work hours will be 10-12 hour days – 6 days per week
- Project completion – within 60 days of project start date.

IV. TOTAL BID AMOUNT:

TOTAL BID AMOUNT:

\$0.00

(After Cost of Services & Purchase Price of Propane and tanks)

(end of proposal)



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 2

TOTAL ENERGY'S PROJECT REFERENCE & PARTIAL CUSTOMER LISTS



RECENTLY COMPLETED UTILITY PROJECTS

Duke Energy- Trenton, OH

Jeff Custer- Project Manager

Office: (513) 467-5339

Cell: (513) 708-9530

jeffrey.custer@duke-energy.com

Turnkey Dismantling & Removal of Propane System Including Demolition & Site Restoration

- Purchase and removal of 6-90,000 gallon underground propane tanks with pier and building demolition and complete site restoration. Total Energy safely removed approx. 132,000 gallons of propane, flared, purged, excavated, dismantled the tanks, removed tanks and related equipment and restored the site.

Greer Commission of Public Works- Greer, SC

Robert Rhodes- Gas Operations Manager

[O] 864-968-3234

[M] 864-309-3038

E-mail: rob.rhodes@greercpw.com

Turnkey Dismantling & Removal of Greer Commission of Public Works' Propane Peak Shaving System

- This project is currently under way and includes the removal / re-odorization of approx. 170,000-gallons of propane and the purchase and removal of 5-60,000 gallon above ground propane storage tanks. The propane has been removed from the tanks and the tanks were flared, purged and dismantled in April, in conjunction with another dismantle project in Lancaster County, SC where we've purchased 2-30,000 gallon tanks.



PROJECT REFERENCES

<p>Chevron Gaviota 1710 Calle Mariposa Reina Goleta, CA 93117</p> <p><i>Contact:</i> Michael Ruiz, Project Manager (907) 854-8358</p>	<p>Nucor Steel 4537 Nucor Road Crawfordsville, IN 47933</p> <p><i>Contact:</i> Dan Michael (765) 361-4792</p>
<p>Rexnord LLC/Falk Corp. 3001 West Canal Street Milwaukee, WI 53208</p> <p><i>Contact:</i> Doug Rich, Manager (317) 273-5616 Jeff Weinkauf, Plant Manager (414) 937-4020</p>	<p>Vulcraft, Inc. 1601 West Omaha Avenue Norfolk, NE 68701</p> <p><i>Contact:</i> Mike Chikos, Maintenance Supervisor</p>
<p>Kraft Foods North America, Inc. 6002 South Laburnum Ave Richmond, VA 23231</p> <p><i>Contact:</i> Kevin Masterson, Engineering (804) 236-4201</p>	<p>Leaf River Cellulose/Georgia Pacific 157 Buck Creek Road New Augusta, MS 39462</p> <p><i>Contact:</i> Eric Burns (601) 964-7244</p>



UTILITY PROJECT REFERENCES

<p>City of Cookeville, TN 495 East 15 St Cookeville, TN 38501</p> <p><i>Contact:</i></p> <p>Jeff Mills, Compliance Supervisor (931) 520-4427</p>	<p>Huntsville Utilities Gas System 112 Spragins St Southwest Huntsville, AL 35801</p> <p><i>Contact:</i></p> <p>Jimmie Butler, Gas Department Manager (256) 535-1240</p>
<p>We Energies 120 East Sheridan Springs Road Lake Geneva, WI 53147</p> <p><i>Contact:</i></p> <p>Todd Gretebeck, Supervisor LNG/Propane (414) 389-4358</p> <p>Rob Hubert, Investment Recovery (414) 221-4884</p>	<p>South Carolina Electric & Gas 142 Main St/Mailcode 104 Columbia, SC 29201</p> <p><i>Contact:</i></p> <p>Charlie Forsberg, General Manager (803) 217-8597</p>
<p>Aquila 1815 Capitol Avenue Omaha, NE 68102</p> <p><i>Contact:</i></p> <p>Bradley Fleming, Senior Project Engineer (402) 221-2714</p>	<p>Elberton Natural Gas System City Hall 203 Elbert Street, Box 70 Elberton, GA 30636</p> <p><i>Contact:</i></p> <p>Charles Truitt, Natural Gas Operations Manager (706) 213-3166</p>



TOTAL ENERGY CORP.
Partial List of Projects
2007 to current

Company	Project Location	Type of Work
Albany Water Light and Gas	Albany, GA	Purchase and turnkey dismantling of propane air plant including removal of (12) 30,000-gallon above ground and (62) 30,000-gallon underground propane storage tanks including complete demolition and site restoration
Alcoa	Frederick, MD	Complete demolition and site restoration of backup propane system including purchase and removal of (5) 30,000-gallon propane storage tanks
Ameren	Alton, IL	Purchase and turnkey dismantling of propane air plant including removal of (12) 30,000-gallon propane storage tanks and purchase of 238,000 gallons of propane including complete demolition and site restoration
Anadarko Petroleum	Vernal, UT	Purchase and removal of a 43-MMSCFD refrigeration gas plant
Aquila	Multiple Locations	Purchase of 4 complete propane facilities, including real estate in Detroit Lakes and Rochester, MN and Dubuque and Council Bluffs, IA
Central Hudson	Newburgh, NY	Purchase and turnkey dismantling of propane air plant including removal of (6) 60,000-gallon underground propane storage tanks and purchase of 200,000 gallons of propane including complete demolition and site restoration
Central Hudson	Poughkeepsie, NY	Purchase and turnkey dismantling of propane air plant including removal of (8) 30,000-gallon above ground (4) 30,000 underground propane storage tanks and purchase of 200,000 gallons of propane including complete demolition and site restoration
Chevron	Gaviota, CA	Purchase, turnkey dismantling and removal of (3) 74,000-gallon 166 psi storage tanks; (3)
Chevron	Erath, LA	Purchase and removal of (8) 175,000-gallon and (2) 40,000-gallon 400psi propane storage tanks
City of Austell	Austell, GA	Purchase and turnkey dismantling of propane air plant including removal of (15) 30,000-gallon propane storage tanks and purchase of 200,000 gallons of propane including complete demolition and site restoration
City of Cookeville	Cookeville, TN	Purchase and turnkey dismantling of propane air plant including removal of (7) 30,000-gallon propane storage tanks including complete demolition and site restoration
City of Elberton	Elberton, GA	Purchase and turnkey dismantling of propane air plant including removal of (6) 30,000-gallon propane storage tanks
City of Warner Robbins	Warner Robbins, GA	Purchase and turnkey dismantling of propane air plant including removal of (14) 30,000-gallon propane storage tanks and complete demolition and site restoration
DCP Midstream	Everton, NY	Purchase and turnkey dismantling of rail terminal including removal of (3) 90,000-gallon (3) 80,000-gallon propane storage tanks and (8) car rail loading rack
Clinton Newbury Natural Gas	Clinton, SC	Complete demolition and site restoration of (2) propane air plants including the purchase and removal of (10) 30,000-gallon propane storage tanks
Florida Tile	Lawrenceburg, KY	Purchase and turnkey dismantling of backup propane system including the purchase of (4) 30,000-gallon propane storage tanks
Ford	Chicago, IL	Purchase and turnkey dismantling of backup propane system including the purchase of (2) 18,000-gallon propane storage tanks
Ford	Atlanta, GA	Purchase and turnkey dismantling of backup propane system including the purchase of (3) 90,000-gallon propane storage tanks
Fort Hills Natural Gas	Easley, SC	Complete demolition and site restoration of LNG peak shaving plant including 10,000 bbl cryogenic sphere
General Motors	Jamesville, WI	Purchase and turnkey dismantling of backup propane system including the purchase of (10) 30,000-gallon propane storage tanks

Georgia Pacific Leaf River Cellulose	New Augusta, MS	Purchase, turnkey dismantling and complete demolition of backup propane system including the purchase of (5) 60,000-gallon propane storage tanks
Great Plains Natural Gas MDU	Redwood Falls/Montevideo, MN	Complete demolition and site restoration of (2) propane air plants including the purchase of (6) 30,000-gallon propane storage tanks
Kraft Foods	Portland, OR	Purchase and removal of backup propane system including the purchase of (3) 30,000-gallon propane storage tanks
Kraft Foods	Richmond, VA	Purchase and turnkey dismantling of backup propane system including the purchase of (8) 30,000-gallon propane storage tanks including complete demolition and site restoration
MidAmerican	Des Moines, IA	Purchase and turnkey dismantling of propane air plant including the purchase of (30) 30,000-gallon and (15) 60,000-gallon propane storage tanks including complete demolition and site restoration
MidAmerican	Sioux City, IA	Purchase and turnkey dismantling of propane air plant including the purchase of (17) 60,000-gallon (6) 30,000-gallon propane storage tanks and purchase of 825,000 gallon of propane including real estate
National Grid	Danvers/Spencer, MA	Purchase and removal of (1) 60,000-gallon underground and (1) 18,000-gallon underground propane storage tanks
New England Gas	Cumberland, RI	Purchase and turnkey dismantling of propane air plant including the purchase of (12) 61,000-gallon and (8) 36,000-gallon underground propane storage tanks including complete demolition and site restoration
Northeast Utilities	Shelton, CT	Purchase and turnkey dismantling of propane air plant including the purchase of (6) 61,000-gallon underground propane storage tanks including demolition and site restoration
Northeast Utilities	Vernon, CT	Purchase and turnkey dismantling of propane air plant including the purchase of (7) 70,000-gallon propane storage tanks including complete demolition and site restoration
Nucor Steel	Crawfordsville, IN	Decommissioning of backup propane system including the purchase of (6) 30,000-gallon propane storage tanks and 120,000-gallons of propane
NYSEG	Johnson City & Binghamton, NY	Purchase and turnkey dismantling of (2) complete propane air plants including (40) 30,000-gallon tanks; 615,000 gallons of propane, and all associated equipment.
Petromont	Montreal, Canada	Purchase and removal of (4) 167,000-gallon propane storage tanks
Petromont	Varenes, Canada	Purchase and removal of (18) 90,000-gallon, (4) 105,000-gallon, (3) 42,000-gallon (1) 70,000-gallon (2) 30,000-gallon propane storage tanks,
Rexnord Falk	Milwaukee, WI	Complete demolition of backup propane system including the purchase of (10) 30,000-gallon propane storage tanks and 112,000-gallons of propane
Scanna-PSNC Energy	Cary, NC	Purchase and turnkey dismantling of propane air plant including the purchase of (36) 30,000-gallon propane storage tanks including complete demolition and site restoration
South Carolina Electric & Gas	Columbia/Charleston, SC	Purchase and removal of (90) 60,000-gallon propane storage tanks, (1)30,000 -gallon tank and all associated equipment with complete demolition and site restoration.
Sunoco/Bayport Chemical	Pasadena, TX	Purchase and removal of (3) 78,000-gallon and (1) 55,000-gallon propane storage tanks
Syracuse China	Syracuse, NY	Purchase and removal of backup propane system including the purchase of (5) 60,000-gallon propane storage tanks and 40,000-gallons of propane
Trane/Oceana Naval Air Base	Virginia Beach, VA	Purchase and removal of (7) 20,000-gallon air receivers
Vectren	Dayton, OH	Purchase and turnkey dismantling at 3 locations including removal of (6) 30,000-gallon and (7) 60,000-gallon propane storage tanks
George Westin Bakeries/Entenmann's	Bayshore, NY	Purchase and removal of backup propane system including the purchase of (4) 30,000-gallon propane storage tanks
Yankee Gas	Waterbury, CT	Complete demolition and site restoration of propane air plant including the purchase of (1) 18,000-gallon (9) 30,000-gallon (1) 60,000-gallon (2) 70,000-gallon and (6) 80,000-gallon propane storage tanks
York County Gas	Rock Hill, SC	Purchase of propane air plant including removal of (2) 60,000-gallon and (1) 30,000-gallon propane storage tanks

TOTAL ENERGY CORP.
Partial List of Projects
Prior to 2007

Company	Project Location	Type of Work
ALCOA Aluminum	Evansville, Indiana	Purchase and turnkey dismantling of propane air system and rail facility. Storage Capacity (18) 90,000-gallon tanks.
Ameren	Jefferson City, MO	Purchase and removal of (3) 60,000 and (18) 30,000 gallon tanks and propane system.
Atlanta Gas Light	Augusta, Georgia	Purchase, upgrade and sale of retired peak shaving facility consisting of (22) 30,000 U/G propane storage tanks, rail siding and 9 acres of industrial land. This site has been developed into a propane distribution terminal+C23 serviced by rail.
Boeing	Downey, CA	Purchase and turnkey dismantling of (3) 30,000 gallon propane storage tanks and (1) 330,000 lb. Cryogenic nitrogen tank at their California Government Facility
Boston Gas Company	Braintree, MA	Purchase and turnkey dismantling of a complete peak shaving facility including (4) 30,000 gallon tanks and associated equipment.
Delmarva Power & Light	Hockessin, Delaware	Purchase and dismantling of 2 complete propane air plants including (8) 60,000 and (7) 30,000 gallon U/G tanks and equipment
Enron Liquids Pipeline Company	Morris, Illinois	Sale and installation of (6) 90,000-gallon propane storage tanks and all associated civil work at the site including concrete piers and roadways.
Ergon	Memphis, TN	Purchase and removal of (15) 75,000 gallon storage tanks and equipment.
Ford Glass Plant	Nashville, TN	Purchase and removal of complete propane standby plant including (17) 30,000-gallon tanks.
Intermet	Lynchburg/Radford, VA	Purchase and removal of (36) 30,000 gallon propane tanks and equipment.
Keyspan Energy/Lilco	Inwood, NY	Purchase and removal of (9) 30,000 propane storage tanks.
Knoxville Utilities	Knoxville, Tennessee	Purchase and turnkey dismantling of (9) 30,000-gallon propane storage tanks and associated equipment.
Metal Container	Columbus, Ohio	Purchase of (5) 60,000-gallon propane storage tank and site restoration.
Midwest Gas Resources	Sioux Falls, South Dakota	Purchase and turnkey dismantling of complete peak shaving facility including (18) 30,000 gallon tanks, equipment and 350,000 gallons of propane.
NYSEG	Johnson City & Binghamton, NY	Purchase and turnkey dismantling of 2 complete propane air plants including (40) 30,000-gallon tanks; 615,000 gallons of propane, and all associated equipment.
Owens Corning	Multiple locations	Purchase and turnkey dismantling of (12) 30,000-gallon propane storage tanks.
Peoples Energy	Chicago, IL	Purchase and turnkey dismantling of (60) 30,000 gallon underground tanks.
PPG Industries	Shelby, NC	Purchase and removal of (12) 30,000-gallon tanks.
Quantum Chemical	Tuscola, IL	Purchase and removal of (10) 60,000-gallon propane storage tanks.
Reynolds Metals	Multiple locations	Purchase and removal of 1.8 million gallons of storage tanks and propane systems..
Reynolds Metals	Muscle Shoals, AL	Purchase and removal of (11) 90,000 propane storage tanks, 750,000 gallons of propane and propane air system.
South Jersey Gas	McKee City, NJ	Purchase and turnkey dismantling of complete propane air plant. Including, 175,000 gallons of propane, (6) 30,000 gallon and (2) 60,000 gallon propane storage tanks, 2 Worthington compressors with Waukesha 5108 and other associated equipment.
Sunoco, Inc.	Westville, NJ	Sold to, transported 4-80,000 gallon propylene tanks and provided crane and rigging to set tanks on piers.
Texas Eastern Pipeline	Eagle/Dubois, PA Oneonta, NY	Propane pipeline terminal upgrades including engineering, design, turnkey construction
Yankee Gas Services	Stamford/New Haven Connecticut	Purchase and turnkey dismantling of complete propane air plant, consisting of (5) 30,000-gallon tanks and (1) 80,000 gallon tank, (30) 30,000-gallon tanks and 650,000 gallons of propane
Yankee Gas Services	Norwalk, Danbury & Meriden, Connecticut	Purchase and turnkey dismantling of complete propane air plant. Including the demolition of (5) 80' x 80' Horton spheres and (8) 30,000 gallon tanks.



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 3

TOTAL ENERGY'S FLARE & PURGE PROCEDURES



**Total Energy Corporation
2 Hardscrabble Road
North Salem, New York 10560**

Flaring and Air Purging Procedure for LPG Vessels

Background

When LPG storage tanks and facilities must be dismantled, maintained, or repaired, there will always be a certain amount of residual LPG in the system. This residual presents a severe fire, asphyxiation, cryogenic, or explosion hazard to the personnel working on the system.

Nitrogen "purging" has been a common practice for a number of years, yet it is not an effective and safe means of purging an LPG storage tank. Nitrogen "purging" consists of flaring all residual pressure from the tank, then introducing gaseous nitrogen through the vapor port while continuing to flare the residual vapor from a liquid port. It is assumed that the difference in specific density between the two gases will create a layering effect, pushing the LPG vapors out the liquid draw. This is incorrect for two reasons. First, the LPG vapors are miscible with nitrogen at any temperature that will create a vapor. In order to burn efficiently at the point of use, the LPG vapor must be mixed uniformly with air, and air is about 79% nitrogen. This means that the "purging" is actually a dilution procedure, requiring many volumes of nitrogen gas to be consumed for each volume of vapor to be removed. Second, the vapor and liquid ports on nearly all LPG storage vessels are very close to each other, creating a channeling effect during the "purging" operation. At the time the flare self-extinguishes due to lack of LPG vapors, there is a large amount of LPG vapor that has not been stirred by the nitrogen in the entire back side of the tank that cannot be removed except by ventilating.

Total Energy's Flaring and Purging Procedure is intended to alleviate the problems associated with residual LPG vapors and provide a safer method than nitrogen "purging". An additional benefit of the air purging procedure is that the mercaptan odorants used in LPG have more affinity for air than for LPG. By recompressing with air, the final mixture to be purged to atmosphere will have much less odor than the raw product.

Notification

In most cases, the first step in a flaring operation is to notify the local fire and environmental authorities of the planned activities and obtain any permits that may be necessary. Normally, the operator of the facility will have a working relationship established with the local authorities and can easily help to coordinate the operation. At that time, the authorities may ask for a written plan of the operation. This document should satisfy those requirements. It must be kept in mind that no plan can be considered a catchall as regulations vary widely and are changing continuously.

Flaring

Flaring is the safest and most common way to remove residual gas pressure in a controlled manner. Prior to flaring, it may be possible to connect a compressor truck to remove much of the residual LPG vapor. In most cases, this will not be possible or cost effective due to the high cost of the equipment and the problem of cooling the compressed gasses.

Flaring is accomplished by first laying out the desired size of the flare based on the volume to be removed, the proximity of exposures, and the time allowed for removal. For example, a single 2" flare will burn the vapors from two 30,000 gallon tanks in about two hours and requires about 60 feet of clear space on all sides. From this rough estimate, one or more flares can be constructed by using standard weight pipe for a central carburetor and a pipe three times that size for a combination wind screen and venturi tube body. The center pipe is usually used with stays attached as the support for the system. The flare is then connected to the liquid port of the piping system, usually with a short hose for convenience.

The area the flare is set up in must be free of combustible materials due to the large amount of radiant heat produced by the flare. Once the flare is set up, a very small amount of propane is bled into the system and lit with a hand torch. Experience will be the best teacher of how much LPG to turn into the flare when lighting, but it should be kept to a minimum. The maximum flow of gas will be determined by the exposures and outside temperature.

The first round of flaring is completed when the residual pressure will no longer support a reasonable flame. The first 50-75 psi in the system is removed fairly quickly, then the rate of pressure drop decreases to the point that a lot of time is taken to reduce the pressure by a small amount. At about 2-4 psi, it becomes impractical to continue. Stage 1 is complete at this point.

Stage 2 consists of re-pressurizing the vessel with compressed air to a pressure of 55-62 psi. At this point, the LPG concentration in the tank is about 20-22%, well above the flammable range of 2-10%. The residual is again flared to as little residual pressure as possible, usually 2 psi. At this point, Stage 2 is completed and the purging can begin.

When Stage 2 is complete, 75+% of the flammable vapors are removed from the system. When the final ventilation is completed with a venturi, the air from the venturi system further dilutes the LPG vapors. The venturi system has a dip tube long enough to reach the bottom of the tank, a venturi type evacuator (air horn), and a compressor. A grounding cable is connected from the top flange of the dip tube to the tank. The dip tube is lowered through a port until it rests on the bottom of the tank, preferably protruding at least one foot above the tank. The compressor is set upwind and connected with whatever length of air hose is necessary to keep it 25 feet away from the port. After about 1 hour of ventilation per 15,000 gallons of tank capacity, the air horn is turned off for ten minutes and a calibrated LEL meter is used to determine if there is any residual LPG vapor. Ventilation is continued as needed until the residual LEL reads zero.

When tested with an LEL meter ten feet from the venturi outlet, flammable vapors have been below 10% of the lower explosive limit.

When testing for flammable vapors, the venturi system must be shut off for at least ten minutes prior to testing. This will prevent a false negative reading due to the amount of air being moved through the vessel. When a vessel has been completely purged and rendered safe for hot work, it must be sealed tight with plugs or blinds to prevent the entry of insects, rodents, and water. At this point, there is not enough moisture in the vessel to cause any additional rust.



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 4

TOTAL ENERGY'S GENERAL SAFETY MANUAL & SAMPLE SITE HEALTH & SAFETY PLAN



TOTAL ENERGY

General Safety Manual

Table of Contents

- I. Policy Statement**
- II. General Overview**
- III. Hazard Identification**
- IV. Material Safety Data Sheets**
- V. First Aid**
- VI. Fire Protection**
- VII. Respiratory Protection**
- VIII. US DOT compliance**
- IX. Site Safety Planning**
- X. Hoisting and Lifting**
- XI. Security**
- XII. Personal Protective Equipment**
- XIII. Hand Tool Safety**
- XIV. Housekeeping**
- XV. Lock-out and Tag-out**
- XVI. Environmental Contaminants and Compliance**
- XVII. Work Permits**
- XVIII. Confined Space Entry**
- XIX. Excavations**
- XX. Elevations**
- XXI. Attachments**

I. Policy Statement

The personal safety and health of each employee of this company is of primary importance. Prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over productivity. Management will provide necessary equipment, procedures, and training required for personal safety and health.

It is the responsibility of Total Energy management, supervisory personnel, and all employees to provide for a safe and hospitable work place for themselves, their fellow employees, visitors, customers, and other contractors they may come into contact with in the course of their employment and on all operations, both in the office and in the field.

Total Energy administrative business is conducted primarily at the address of 2 Hardscrabble Road, North Salem, New York, 10560. The main phone number is 914-276-0490; fax 914-276-0229.

Total Energy field operations are conducted in any state of the United States or province of Canada. Additional field operations may be conducted in other locations on very selective projects.

Nearly all Total Energy field operations involve rental equipment or sub-contractors. The equipment and sub-contractors will be controlled as though the subjects were direct Total Energy employees or equipment.

II. Assignment of Responsibility

It is the direct responsibility of the Director of Engineering and Safety, Gene Botts, to ensure that all aspects of this safety program are implemented at all levels. He shall have the authority to take any actions deemed necessary to ensure compliance with this program.

Each Department Manager will ensure that safety and health surveys are conducted in his/her department on a regular basis, the frequency of which shall not be less than once per quarter, ensure that each piece of equipment in his/her department is properly maintained, and ensure that each supervisor, foreman and employee in his/her department complies with the program.

Each foreman or job site supervisor will ensure that each employee receives refresher training when required by law or circumstances indicate the need for retraining and personally conduct a daily safety and health inspection of his/her work area.

Each employee will be an active participant in the safety and health program, perform all tasks in accordance with established policies, procedures and safe work practices, perform a safety evaluation of his/her work-space daily, inspect all tools and equipment prior to use to identify any hazards, correct any unsafe or unhealthy practice or condition, and report any injuries, illnesses or incidents to the Director of Engineering and Safety.

III. Hazard Analysis

A Site Safety Plan will be completed for each site Total Energy works on, either as a sub-contractor or as the site manager. A generic copy of a plan is attached.

Work practice changes, engineering controls, and personal protective equipment will be utilized as necessary to accomplish the work scope in a safe and efficient manner.

Whenever necessary, a written, step-by-step procedure will be developed for the completion of any project where a high level of risk accompanies the safe completion of the project. An example of this would be the flaring and purging of a propane system on the grounds of an occupied place of public assembly.

IV. Material Safety Data Sheets

All containers of hazardous materials will be clearly marked by the manufacturer with proper warning labels complying with 49 CFR 172 and 29 CFR 1200.

All containers of non-hazardous materials will be labeled with the general description of the material and any precautionary labels deemed advisable.

All potentially dangerous materials sold in the United States and Canada are required by law to be provided to the purchaser with material Safety Data Sheets. All MSDS's are scanned and saved on the network drive under this folder:

K:\TECHNICAL INFORMATION\Material Safety Data Sheets

It is the responsibility of the Director of Safety and Engineering to maintain copies of Material Safety Data Sheets for any product used by any employee and to periodically check on updates available from vendors.

V. First Aid

Beginning March 15, 2009, all full-time employees will be trained in cardio-pulmonary resuscitation (CPR) to meet the standards of American Red Cross or American Heart Association.

All field personnel will receive basic first aid training meeting the standards of the American Red Cross. This training will cover the following minimum criteria:

1. Emergency recognition
2. Self-protection
3. Prioritizing care
4. Basic life signs assessment
5. Breathing emergencies
6. Cardiac emergencies
7. Sudden illness
8. Trauma recognition
9. Heat and cold related emergencies
10. Patient movement
11. Emergency Services interaction

VI. Fire Protection

Since the primary function of Total Energy is to deal with flammable gas and flammable liquid containers and associated systems, a Fire Safety Analysis is an integral part of the Site Safety Plan. As a minimum, it shall address the following issues:

- A. Brush, Grass, and Undergrowth
- B. Debris, Trash, and Stored Materials
- C. Flammable Liquids In Work Area
- D. Flammable Vapors In or Near Work Area
- E. Tanks, pumps, piping
- F. Nearest Fire Department
 1. Contact Number
 2. Non-emergency number
- G. Water Source
- H. Fire Extinguisher Locations and Types
- I. Special Fire Fighting Procedures

VII. Respiratory Protection

The Respiratory Protection Standard is attached as a separated document.

VIII. US DOT compliance

Total Energy is a member of the Pipeline Testing Consortium. As such, all employees are subject to random drug and alcohol screen testing. Any employee testing positive for drugs or excess alcohol will be suspended immediately from field operations. The suspension will remain in effect until the employee has been re-tested and passed. A complete explanation of the policy is in Appendix 1 Random Controlled Substance Testing Program.

In addition to random testing, all employees involved in accidents, near misses, or behavior suggestive of impairment will be tested for the presence of drugs or excess alcohol.

IX. Site Safety Planning

A Site Safety Plan format is attached as a separate document.

X. Hoisting and Lifting

All Total Energy employees who will be required to operate lifting and hoisting equipment will be trained in the use of that equipment. This includes lift trucks or any type of crane. In some states, additional licensing may be necessary.

No personnel will be allowed under a lifted or hoisted load unless there is sufficient blocking, bracing, or load bearing structures under the load to protect the personnel in case of a lift failure.

A critical lift is defined as any lift that exceeds 75% of the rated capacity of the equipment or requires the use of multiple cranes or lift trucks. When critical lifts must be made, a drawing of the lifting plan will be completed and submitted to all parties involved in the lift.

Prior to making any lift with powered equipment, all personnel involved must understand the entire plan and their part in it. Any person who does not wish to assist with a lift for safety reasons will not be required to do so.

Pallets and cages will be inspected before use. Any repairs indicated will be made or substitute units will be inspected and used. Pallets not deemed repairable will be destroyed before being discarded.

Cables, slings, spreaders, shackles, hooks, and lifting components will be inspected before use. Slings without load rating tags will not be used for critical lifts. Any component found in a non-usable condition will be repaired or destroyed and disposed of.

XI. Security

It is the responsibility of all Total Energy employees to maintain job site security for the benefit of Total Energy and all customers. In all site safety plans, site security will be addressed and approved by a customer's representative.

XII. Personal Protective Equipment

Any special personal protective equipment required by the work scope and good safety practices will be supplied by Total energy at no cost to the employee. The only exception to this is steel toed boots, which the employee must own personally.

It is the employee's responsibility to select, maintain, clean, and care for all company issued equipment as well as his own. Total Energy will provide adequate training in the proper selection, inspection, maintenance, cleaning, use, and storage of all PPE issued. Any PPE found to be defective will be repaired or replaced before being used.

XIII. Hand and Power Tool Safety

Total Energy will provide all tools, training, and equipment necessary for the safe completion of the scope of work of all projects at no cost to the employee. It is the employee's responsibility to properly select, inspect, maintain, use, and care for the tools in accordance with that training. Proper personal protective equipment must be worn for work scope.

A copy of the OSHA Construction Standards Handbook is kept in the work truck for reference and will be replaced in the truck when not being used. All requirements of US OSHA, applicable state, local, and customer specific safety programs will be followed strictly. In case of conflict between standards, the federal regulations will take precedence over the state, state over local, and local over customer specific.

Hammers with splintered or broken handles will be repaired or discarded before use. Any mushroomed striking tools will be ground with a 30 degree minimum bevel to remove the mushrooms before being used. No split, cracked, or damaged striking tools will be used.

Compressed air will not be used for blowing dust or debris off of employees. Brooms and vacuums are provided for that purpose.

Grinders, saws, and other power tools will be guarded as required by safety standards.

XIV. Housekeeping

It is the responsibility of all Total Energy employees to maintain a clean and safe work environment. Trash bags, scrap bins, or other receptacles will be provided as needed.

Good housekeeping is necessary to eliminate trip, slip, and fall hazards. Loose items must not be left on elevated work surfaces, walkways, stairs, or on equipment. All tools and small parts will be returned to tools boxes at the end of the day and secured.

XV. Lock-out and Tag-out

The Lock-Out/Tag-Out program is attached as a separated document.

XVI. Environmental Contaminants and Compliance

Emphasis will be placed on the prevention of releases of contaminants. If necessary, a complete Spill Prevention, Containment, and Control Plan will be developed before beginning a project. Any SPCCP will be reviewed by the appropriate environmental authorities, customer representatives, and Total Energy personnel. All affected personnel will be made familiar with the SPCCP before the start of the project.

Total Energy will comply with all applicable federal, state, and local environmental regulations. Proper personal protective equipment will be worn for the handling of any environmental contaminant release and subsequent clean-up activities.

Accidental spills or releases will be dealt with immediately by properly trained and equipped personnel. Oil and fuel spills will be cleaned up with absorbent material and the absorbents disposed of in accordance with regulations.

XVII. Work Permits

On some customer sites, work permits are required for daily activities. This is a standard practice in the refining, pipeline, and storage industry. The Daily Work Permit defines the activities to be conducted that day, who is going to perform them, and how. PPE, air monitoring, fire safety, equipment movement, lifting plans, and first aid are covered in detail for the site and the specific work scope.

The customer is responsible for the completion and execution of the work permits and Total Energy employees are responsible for following the requirements of the work permit.

All executed work permits will be filed for future reference and training at the Total Energy main office.

XVIII. Confined Space Entry

The Confined Space Entry Standard is attached as a separated document.

XIX. Excavations

The Excavation Safety Program is attached as a separate document.

XX. Elevations

All personnel working more than six feet from the floor level will be required to wear approved fall protection harnesses. This includes any time an employee is operating or riding in a manlift, crane basket cage, or fork lift cage. Waist or body belts are not to be used for fall protection under any circumstances.

The approved fall protection harnesses used on Total Energy projects consist of an anchorage, connectors, and a body belt or body harness and may include a deceleration device, lifeline, or suitable combinations. If a personal fall arrest system is used for fall protection, it must do the following:

- Limit maximum arresting force on an employee to 1,800 pounds;
- Be rigged so that an employee can neither free fall more than 6 feet nor contact any lower level;
- Bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5 feet; and
- Have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6 feet or the free fall distance permitted by the system, whichever is less.

Personal fall arrest systems must be inspected prior to each use for wear, damage, and other deterioration. Defective components must be removed from service. Dee-rings and snap hooks must have a minimum tensile strength of 5,000 pounds. Dee-rings and snap hooks shall be proof-tested to a minimum tensile load of 3,600 pounds without cracking, breaking, or suffering permanent deformation.

Snap hooks shall be sized to be compatible with the member to which they will be connected, or shall be of a locking configuration.

Unless the snap hook is a locking type and designed for the following connections, they shall not be engaged (a) directly to webbing, rope or wire rope; (b) to each other; (c) to a Dee-ring to which another snap hook or other connector is attached; (d) to a horizontal lifeline; or (e) to any object



**TOTAL ENERGY PROJECT SAFETY PLAN
GENERIC FOR PEAK SHAVING PLANTS (INSERT CITY, STATE)**

I) Site Access, Conditions, and Contacts

- A. Site Address:
 - INSERT ADDRESS HERE**
 - 1. Primary site access is **DESCRIBE ACCESS**
- B. Primary Contact:
 - NAME PHONE NUMBER(S)**
- C. Secondary Contact:
 - NAME PHONE NUMBER(S)**
- D. Total Energy Primary Contact:
 - Main Number 800-682-0181
 - Gene Botts, Vice President Engineering and Safety (c) 914-715-0261
- E. Total Energy Secondary Contact:
 - Frank Kovacs, Vice President Operations (c) 914-760-0193
 - Phil Campagna, Project Manager (c) 914-224-5900
- F. Directions to Site:
 - INSERT DIRECTIONS THAT ARE UNDERSTANDABLE BY A TRUCKER OR GENERAL LABORER WHO MAY NEED TO FIND THE SITE.**
- G. Prior Use of Site:
 - EXAMPLE:** LP Gas storage and peak-shaving
- H. Current Use of Site:
 - EXAMPLE:** Decommissioned LP Gas storage
- I. Projected Start Date:
 - Flaring to begin within **TIME FRAME** weeks of receipt of written Notice To Proceed
- J. Projected Finish Date:
 - Full completion within **TIME FRAME** of receipt of written Notice To Proceed
- K. Emergency Contact Personnel:
 - 1. Medical Emergencies 911 **INSERT OTHER NUMBERS AS REQUIRED**
 - 2. Fire Emergencies 911
 - 3. Law Enforcement 911

II) Personal Protective Equipment

- A. General Activities
 - Hard hat, safety glasses, steel toe boots, long pants or coveralls, leather palm gloves
- B. Hot Work
 - Leather jacket, face shield of appropriate shading, full leather gloves, full length cotton or Flame Retardant pants. Hot work is torch cutting, any welding or grinding
- C. Confined Space Entry
 - EXAMPLE** None anticipated
- D. Required Site Postings (see attached files)
 - 1. 29 CFR 470

2. One copy of this Plan
3. Site general drawing
4. Road Map and directions to site
5. OSHA posters as required
6. **HAZARDOUS MATERIAL (ASBESTOS, MERCURY, ETC.)** handling procedures

III) Material Safety Data Sheets

A. Site Specific Materials:

1. Liquefied Petroleum Gas
2. Engine Oil (to be provided by **SITE OWNER**)
3. Anti-freeze (to be provided by **SITE OWNER**)
4. Any other material identified by **SITE OWNER** is to be provided to Total Energy

B. Total Energy and Contractor Materials:

1. Oxygen
2. Acetylene
3. Diesel Fuel
4. Gasoline
5. PLS-2 Pipe Dope
6. Teflon tape
7. Nickel base anti-seize
8. WD-40
9. Shell Rotella engine oil
10. Odor control chemical
11. **ADD ANY OTHER MATERIAL PLANNED TO BE USED**

IV) Total Energy Drug and Alcohol Policy

- A. Total Energy is a member of the Pipeline Testing Consortium. All Total Energy employees are subject to a pre-employment drug screen.
- B. Sub-contract personnel are required to submit to random drug testing as requested by the customer or regulatory agencies.

V) First Aid

Minor nicks, cuts, abrasions, or non-emergency treatment will be addressed by the First Aid Provider on scene. Any injury requiring hospital treatment will be considered an emergency and the local 911 dispatch will be contacted. The advanced medical care facility will be by the ambulance or fire personnel based on the needs of the patient.

A. Location of First Aid Station:

Total Energy work truck, kit in truck

B. First Aid Provider:

Gene Botts or designate (will be identified daily)

C. Reporting requirements:

All accidents, incidents, and near misses will be reported to both the on-site Project Supervisor and to the Total Energy main office.

VI) On Site Sanitation

A. Location of Portable Toilets:

Will be moved to accommodate activities

- B. Nearest Hand Washing Station:
Total Energy work truck
- C. Drinking Water:
Total Energy work truck

VII) Traffic Control

- A. Vehicle Traffic is:
RIGHT OR LEFT HAND
- B. Primary Site Access Point:
DESCRIBE gate
- C. Secondary Site Access Point:
DESCRIBE gate
- D. One Way Traffic:
AS APPLICABLE
- E. No Vehicles Permitted Beyond:
AS APPLICABLE
- F. Parking Areas:
AS APPLICABLE

VIII) Fire Safety Analysis

- A. Brush, Grass, and Undergrowth:
AS APPLICABLE
- B. Debris, Trash, and Stored Materials:
To be removed before hot work starts
- C. Flammable Liquids In Work Area:
Place on ground at least 75 feet away from work area
- D. Flammable Vapors In or Near Work Area:
All tanks to be air purged prior to onset of hot work
- E. Nearest Fire Department:
NAME OF Fire Department
 - 1. Contact Number: 911
 - 2. Non-emergency number: **AS APPLICABLE**
- F. Water Source:
AS APPLICABLE
- G. Fire Extinguisher Locations and Types:
AS APPLICABLE
- H. Special Fire Fighting Procedures:
AS APPLICABLE

IX) Welding, Cutting, and Hot Work

- A. Hot Work Permit Contact:
AS APPLICABLE
- B. Hot Work Zone:
Entire area
All hot work will be stopped a minimum of 30 minutes prior to shutting down for the day and a fire watch maintained until the end of the day. Leather jackets, leather gloves, and cotton

pants will be work are required for all personnel operating cutting torches, welding, grinding, or working close to those operations.

X) Hoisting, Lifting and Transporting

A. Number and Size of crane loads:

NUMBER Total

(**NO.**) X **gallons** **SIZE** **WEIGHT** lbs. each

B. Crane Company and Contact:

IF KNOWN, OTHERWISE TBD

C. Trucking Company and Contact:

IF KNOWN, OTHERWISE TBD

D. Fork Lift Activity:

Up to **WEIGHT** pound loads

Any components weighing over 150 pounds will be handled with lifting machinery.

All hoisting of heavy loads will be coordinated so that no loads will be lifted over personnel. Any person walking under a lifted load on his own will be disciplined. This could include immediate dismissal and barring from the site.

XI) Elevated Work

A. Manlift Type and Size:

EXAMPLE Boom type, 40'

B. Scaffolding:

EXAMPLE Rolling scaffolds will be used inside the compressor building to access overhead piping, repair roof structures, and remove electrical connections.

C. Catwalks and Ladders:

All personnel working more than six feet off the ground will be required to wear approved full body harnesses for fall protection. If fall arresting anchors are not available, a manlift will be used.

XII) Material Storage

A. Location of Staging:

EXAMPLE Inside facility fence

B. Fire Protection Staging area:

EXAMPLE Within 20' of hot work

C. Traffic Control for Incoming Materials:

EXAMPLE Staged as needed out of **SITE OWNER** traffic patterns

XIII) Scrap and Waste Handling

A. Location of Scrap Iron Bins:

As needed and convenient

B. Location of Trash Bins:

As needed and convenient

C. All waste materials will be disposed of in accordance with all local, state, and federal regulations.

D. **LIST ANY SPOTS WHERE SCRAP AND WASTE ARE NOT ALLOWED**

XIV) Emergency Operations

A. General Emergency Contact:

Crew Foreman **PHONE**Secondary **PHONE**

B. Personnel Rally Point:

LOCATION OF PRIMARY AND ALTERNATE

C. Rally Point Controller:

Crew Foreman **PHONE**Secondary **PHONE****XV) Confined Spaces (NONE ANTICIPATED)**

A. Identification of Confined Spaces:

AS REQUIRED

B. Confined Space Controller:

NAME AND PHONE

C. Confined Space Control Method:

ATTACH CONFINED SPACE OPERATION PLAN IF APPLICABLE**XVI) Environmental**

A. Hazardous Liquids:

EXAMPLE OF anticipated

B. Hazardous Vapors:

EXAMPLE None anticipated when purging is completed

C. Asbestos:

AS REQUIRED

D. Lead:

AS REQUIRED

E. RCRA Materials:

AS REQUIRED

F. PCB's:

AS REQUIRED

G. Oils, Glycols, etc.:

EXAMPLE Glycol in vaporizers will be mostly drained before the project starts. Drip pans will be used when cutting and disconnecting liquid piping. Any liquids collected will be placed in labeled containers for delivery to licensed recyclers. Spill kits will be on hand during cutting or disconnecting. Any oils drained from equipment or piping will be handled in a safe manner and kept separate.

H. Mercury switches:

EXAMPLE These switches will be identified prior to beginning operations and handled only by experienced personnel. Once packaged, they will either be removed from the site immediately or stored in a secured area where no machinery or unauthorized personnel can damage them.

I. All waste materials will be disposed of in accordance with all local, state, and federal regulations

XVII) Flaring and Purging

If any liquid product remains in the tanks, the mixture will be removed by Total Energy prior to flaring and purging. The liquid will be loaded and transported in accordance with NFPA 58 and US DOT regulations for propane transportation. The remaining propane vapor will be flared and purged in accordance with the Total Energy Flaring and Purging Plan attached. The compressed air purging method is selected to provide superior safety and effectiveness when compared to nitrogen "purging". A complete copy of the flaring and purging procedure is attached.

IDENTIFY ANY ADDITIONAL SITE SPECIFIC FLAMMABILITY HAZARDS, ESPECIALLY BURIED GAS MAINS OR ADJACENT EXPOSURES (COURT HOUSE, DETENTION FACILITY, HOSPITAL, ETC.

XVIII) Site Security

A separate combination padlock will be placed on both gates. This combination lock will be locked in series with the **SITE OWNER** padlock to allow access by either **SITE OWNER** or Total Energy personnel without disrupting operations of either party.

XIX) Lock-Out Tag-Out

Electrical connections to all equipment to be removed will be identified, locked out, and tagged out before being disconnected. Locks and tags will remain in place until the electrical connections to the equipment have been completely removed at the source.

Natural Gas connections will be removed and blinded by **WHOM?** prior to the start of operations.

Fire protection system water piping connections will be removed and blinded only after all flammable vapors have been flared and purged. Any connections that are not required to be removed for personnel safety or operational requirements will be left intact and serviceable.

XX) Excavation

Piping, electrical, and structural steel supports in the tank farm field will be removed prior to excavation. Any components weighing over 150 pounds will be handled with lifting machinery.

The sides of all excavations will be sloped below the angle of repose, thus no shoring will be required.

XXI) Scaffolding

Scaffolding used on this project will be portable scaffolding designed for the purpose and erected according to the manufacturer's instructions. All personnel using scaffolding will be required to wear fall protection equipment properly anchored.

XXII) Building penetration repairs

EXAMPLES

Any other site specific conditions not specifically mentioned above will be addressed as they arise with personnel safety being the foremost concern. This general list of issues to be addressed will be expanded or contracted as necessary. No worker will be required to perform any task he does not feel comfortable with or believes to be unsafe.

Accepted for Total Energy:

Gene Botts
VP Engineering and Safety

May 2, 2008

Accepted for SITE OWNER

NAME
DATE

Any other site specific conditions not specifically mentioned above will be addressed as they arise with personnel safety being the foremost concern. This general list of issues to be addressed will be expanded or contracted as necessary. No worker will be required to perform any task he does not feel comfortable with or believes to be unsafe.

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INTRODUCTION

Total Energy has determined that employees involved in field operations or maintenance at the Beacon Falls facility and field sites may be exposed to respiratory hazards during routine operations. These hazards may include asbestos, wood dust, inert particulates, flammable or toxic vapors. In some cases these hazards represent Immediately Dangerous to Life or Health (IDLH) conditions. The purpose of this program is to ensure that all Total Energy employees are protected from exposure to respiratory hazards of any origin.

This respiratory protection model program is intended to help Total Energy and employees comply with the Respiratory Protection Standard (29 CFR 1910.134).

The Respiratory Protection Standard specifies only the minimum requirements for an effective respiratory protection program. Employees are encouraged to exceed these minimum criteria if doing so enhances their safety and health.

Respirators are devices that protect workers from inhaling harmful substances. These substances can be in the form of airborne vapors, gases, dust, fogs, fumes, mists, smokes, or sprays. Some respirators also ensure that workers do not breathe air that contains dangerously low levels of oxygen.

There are two major types of respirators, air-purifying respirators, which remove contaminants from the air and atmosphere-supplying respirators, which provide clean air from an uncontaminated source. Total Energy will use only Air Purifying respirators (APR's)

Engineering controls, such as ventilation and substitution of less toxic materials, are the first line of defense; however, engineering controls have not always been feasible for some of the operations, or have not always completely controlled the identified hazards. In these situations, respirators and other protective equipment must be used. The work processes requiring respirator use at Total Energy are outlined in Table 1 in the Scope and Application section of this program.

In addition, some employees may express a desire to wear respirators during certain operations that do not require respiratory protection. As a general policy, Total Energy will review each of these requests on a case-by-case basis. If the use of respiratory protection in a specific case will not jeopardize the health or safety of the worker(s), Total Energy may provide respirators for voluntary use. As outlined in the Scope and Application section of this program, voluntary use of an APR is subject to the requirements of this program.

Accepted for Total Energy

Gene Botts
Director of Engineering and Safety
June 3, 2009

RESPIRATORY PROTECTION PROGRAM

The OSHA Respiratory Protection Standard requires employers to establish and maintain a respiratory protection program to protect their respirator-wearing workers. This program is intended to enhance the protection of worker health, promote effective use of respirators, and make it easy to comply with its provisions.

Total Energy will only use NIOSH compliant Air Purifying respirators (APR's) of the half-face and full-face design in good condition. Any atmosphere requiring the use of Self-Contained Breathing Apparatus (SCBA) will be handled using engineering controls or by sub-contractors. The minimum criteria for use of an APR are:

- 1) 19.5% -23.5% oxygen
- 2) Maximum Lower Explosive Limit of 10%
- 3) Maximum CO of 35 ppm
- 4) Maximum H₂S of 10 ppm

Table 1: Work Processes and Respirator Selection

Cutting and fitting wood		Filtering Facepiece
Grinding non-toxic metal		Filtering Facepiece
Drywall work		Filtering Facepiece
Abrasive blasting		Air Purifying Respirator
Asbestos		Air Purifying Respirator
Nuisance odors readily identified		Air Purifying Respirator
Oxygen Deficiency		Ventilate area and re-evaluate
IDLH Atmospheres		DO NOT ENTER AREA

Any reading outside these parameters will be cause for stopping work until the situation is corrected. Engineering controls, such as ventilation, are preferred to the use of personal protective equipment.

Any time the atmosphere can not be evaluated, the atmosphere will be considered as Immediately Dangerous to Life and Health (IDLH) and not entered.

No facial hair that interferes with the fit of a respirator will be allowed. Any person who requires a different brand, type, or size of respirator will be provided with the equipment they need or they will not be allowed in a contaminated work space.

Employees wearing full face respirators must remove corrective lenses before donning the respirator. If necessary, custom lens frames will be provided.

A) Criteria for selecting respirator cartridges

1) Hazard Identification

The use of Combustible Gas Indicators (CGI's) is required to quantify the presence of flammable vapors, CO, and H₂S for proper selection of APR cartridges.

Asbestos and lead dust recognition depends on the owner of the site to warn management and supervisory personnel of the hazard prior to starting the project. All projects will be surveyed by a competent person and suspect materials tested for categorization.

2) Contaminant type

a. Asbestos	3M 60926	Max .1 fibers/cc
b. Dust	3M 60926	No maximum
c. Flammable vapors	3M 6001 or 60921	10% LEL

B) Medical examinations for workers and the use of medical questionnaires.

- 1) All workers using APR's, whether as an assigned part of their tasks or as a voluntary personal protection device, will be required to participate in the respiratory protection program.
- 2) Employees who voluntarily wear filtering facepieces (dust masks) are not subject to the medical evaluation, cleaning, storage, and maintenance provisions of this program.
- 3) The medical monitoring for all Total Energy employees will be handled through Clarity Testing, 160 South Central Avenue, Elmsford, New York, 10523, 914-345-3135.
- 4) Clarity Testing will administer the OSHA required Medical Monitoring including the Medical Questionnaire and first fit testing of all employees.
- 5) Results of all medical exams will be maintained in a confidential file and provided to employees.
- 6) All employees certified to wear APR's will be fit tested annually using irritant smoke or other approved sensory detection vapor.
- 7) Employees are given additional medical evaluations when:
 - a. The employee reports symptoms related to his or her ability to use a respirator.
 - b. The PLHCP, respiratory protection program administrator, or supervisor determines that a medical reevaluation is necessary.
 - c. Information from the respiratory protection program suggests a need for reevaluation.
 - d. Workplace conditions have changed in a way that could potentially place an increased burden on the employee's health.
- 8) To perform the fit test, an area with little or no air movement is required. An indoor area, such as the end of a warehouse is preferred. First, the wearer must be checked to make sure the test medium used is appropriate by directing a small quantity into the wearer's face while inhaling. If not odor or smoke is detected, a different test medium must be used. The wearer will don the respirator as normal. The tester will use an irritant smoke producing tube, banana oil, or saccharin source and direct the test medium at the mask/face joint. The wearer will move his head to the extreme left, right, up, down, and in a circular motion, raise both arms fully, bend at the waist as far as possible, and then read the "Rainbow Passage" below.

When the sunlight strikes raindrops in the air, they act as a prism and form a rainbow. The rainbow is a division of white light into many beautiful colors. These take the shape of a long round arch, with its path high above, and its two ends apparently beyond the horizon. There is, according to legend, a boiling pot of gold at one end. People look, but no one ever finds it. When a man looks for something beyond his reach, his friends say he is looking for the pot of gold at the end of the rainbow. Throughout the centuries people have explained the rainbow in various ways. Some have accepted it as a miracle without physical explanation. To the Hebrews it was a token that there would be no more universal floods. The Greeks used to imagine that it was a sign from the gods to foretell war or heavy rain. The Norsemen considered the rainbow as a bridge over which the gods passed from earth to their home in the sky. Others have tried to explain the phenomenon physically. Aristotle thought that the rainbow was caused by reflection of the sun's rays by the rain. Since then physicists have found that it is not reflection, but refraction by the raindrops which causes the rainbows. Many complicated ideas about the rainbow have been formed. The difference in the rainbow depends considerably upon the size of the drops, and the width of the colored band increases as the size of the drops increases. The actual primary rainbow observed is said to be the effect of super-imposition of a number of bows. If the red of the second bow falls upon the green of the first, the result is to give a bow with an abnormally wide yellow band, since red and green light when mixed form yellow. This is a very common type of bow, one showing mainly red and yellow, with little or no green or blue.

- 9) If odor or smoke breakthrough is detected, the wearer will not be allowed to use the APR until corrective action is taken and a new test completed successfully.

- 10) If no odor or smoke breakthrough is detected, the results will be documented on the Respirator Approval form.
 - 11) After completion of the fit test, the area must be ventilated as necessary to remove test medium odors.
- C) Each employee has the responsibility to wear their respirator when and where required and in the manner in which they were trained. Employees must also:
- 1) Care for and maintain their respirators as instructed, and store them in a clean sanitary location
 - 2) Inform their supervisor if the respirator no longer fits well, and request a new one that fits properly
 - 3) Inform their supervisor or the Program Administrator of any respiratory hazards that they feel are not adequately addressed in the workplace and of any other concerns that they have regarding the program
- D) Routine and emergency use procedures
In all cases, the APR must be donned and worn as prescribed by the manufacturer.

Routine Use

- 1) Check straps, face piece, face piece valves, lenses, buckles, and the general appearance of the unit.
- 2) Repair as needed before use or replace the unit before use.
- 3) Install the proper cartridges for the hazard to be encountered.
- 4) Don the respirator and tighten the straps.
- 5) Place a hand over the inlet of both filters and inhale sharply.
- 6) Feel for air leaks while a negative pressure is applied to the APR.
- 7) If leaks are present, re-position and re-tighten and try again.
- 8) When the mask has sealed completely, it is usable.
- 9) After use, wipe the APR thoroughly with antiseptic swabs and inspect for any damage.
- 10) If using organic vapor cartridges (3M 6001 or 60921), replace the cartridges after each use.
- 11) If using dust cartridges (3M 60926) in asbestos service, replace after each use and dispose of use cartridges as asbestos waste.
- 12) If using dust cartridges in non-asbestos dust conditions, the cartridges may be cleaned and wrapped individually and re-used.
- 13) If dust cartridges become clogged, the wearer will experience difficulty in drawing air through them, indicating that they need to be replaced.
- 14) When the APR is cleaned, store it in a clean plastic bag labeled with the wearer's name.
- 15) Employees will be allowed and encouraged to stop work any time they detect breakthrough of contaminants, experience clogging of dust respirators,

An APR must not be used for respiratory protection in any situation where a delay in proper fitting as described above will endanger the wearer. This rules out the use of APR's for emergency situations unless time is allowed for proper fitting and checking.

E) Program evaluation

This program is to be evaluated and updated as necessary, but not more than annually. The evaluation will be based on employee reports of adequacy, equipment maintenance logs, field operations logs, medical monitoring, and reports from other sources.

All employees will be asked during the evaluation process to submit suggestions or comments on the program. All submissions will be considered and written responses supplied to all employees.



Policy Statement

Approved by Engineering and Safety November 19, 2007

Gene Botts, VP Engineering and Safety

Revised November 19, 2007

A. Purpose

This is a statement of official Total Energy policy to establish the process for compliance with the Occupational Safety and Health Administration (OSHA) regulation "Permit-Required Confined Spaces", 29 CFR 1910.146. The revision of this policy adopts additional measures required as a result of an amendment to the regulation that became effective February 1, 1999. OSHA requirements regarding underground lines for Telecommunications, 29 CFR 1910.268, have also been incorporated into this policy. The Confined Spaces Entry Policy will be administered by Gene Botts, VP of Engineering and Safety at the Total Energy headquarters office located at 2 Hardscrabble Road, North Salem, New York, 10560, email to gbotts@totalenergy.com.

B. Scope

The Confined Spaces Entry Plan shall be implemented for all facilities under the control of Total Energy and its satellite locations where there is need to perform any activity within a confined space as defined by Confined Spaces standards and this plan. Employees who are authorized to enter a Permit-Required Confined Space must complete Confined Spaces entry training. Authorized employees shall not enter any Confined Space until satisfactory air monitoring is completed and appropriate action taken as described in this plan to protect entrants. An attendant must be present and in constant communication with entrants for the duration of any entry. The Confined Space Entry Supervisor must record the entry date, time, location and purpose of entry prior to entering any Permit-Required Confined Space. Appropriate communication equipment and the local emergency rescue service telephone number shall be supplied to the attendant on duty prior to entry.

C. Satellite locations

Satellite locations may adopt their own policies for confined space entry when and where it better suits their operational needs. Copies of these policies will be sent to Engineering and Safety at the North Salem headquarters for evaluation.

Contractors operating on Total Energy facilities are required to comply with all applicable provisions of OSHA Confined Spaces regulations. Contractors must provide the name and contact information for the individual acting as supervisor for the entry.

D. Policy

Total Energy is dedicated to providing safe and healthful facilities for all employees, in compliance with federal and state occupational health and safety standards. All employees share the responsibility to reduce potential

exposures to physical and health risks encountered in the performance of duties requiring entry into a Confined Space.

The Confined Spaces Plan will be reviewed and evaluated for its effectiveness at a minimum, annually, and will be updated as is deemed necessary. In order to facilitate review, original copies of permits utilized for completed or aborted Confined Space entries shall be forwarded to Gene Botts at North Salem.

E. Duties And Responsibilities of Personnel

- I. Engineering and Safety shall:**
 - a. Provide assistance to employees and contractors in identifying Permit-Required Confined Spaces and Non-Permit- Required Confined Spaces;
 - b. Prepare the Confined Spaces Plan (CSP) with annual review and revisions as needed;
 - c. Distribute CSP to each affected department for re- distribution to all individuals who are authorized by the department to make entry into any Confined Space;
 - d. Provide consultation, advisory assistance and information concerning use of hazardous materials, entry procedures or physical hazard assessment;
 - e. Provide assistance in locating direct reading monitoring equipment for hazards anticipated during Confined Space entry and consultation for monitoring of hazards for which direct reading equipment is not available;
 - f. Investigate and document all accidents or near misses reported as a result of a Confined Space entry or an aborted entry attempt;
 - g. Direct periodic safety audits of Confined Space entry procedures as needed by employees to determine regulatory compliance, and recommend action to correct conditions of non- compliance;
 - h. Specify and coordinate training for all Confined Space entrants.
 - i. Coordinate and direct all required or recommended medical surveillance programs, including respiratory protection physicals;
 - j. Provide medical consultations and examinations for workers who have been overexposed to hazardous chemical substances or who have sustained an injury related to a Confined Space entry;
 - k. Maintain medical records relating to consultations, examinations and medical surveillance as required by law.
- II. Supervisors shall:**
 - a. Oversee contracts requiring Confined Space entry;
 - b. Identify requirements for compliance with applicable Confined Space entry regulations and applicable portions of this plan in contract specifications;
 - c. Notify the contractor or employee of the locations of Permit-Required Confined Spaces where access is required in order to complete work under the scope of a contract;
 - d. Interface with contractors where enforcement of Confined Space contract provisions is required.
- III. All Confined Space Coordinators shall:**
 - a. Implement all provisions of the CSP for work areas under their control;
 - b. Inventory and identify all potential Confined Space work areas or facilities under their control;
 - c. Prepare and train personnel to use supplemental Confined Space entry procedures for circumstances not adequately addressed by the general CSP;
 - d. Identify authorized Confined Space entrants and assure that each entrant attends an approved Confined Space entry training course;
 - e. Identify individuals that are authorized to sign the permit for Permit-Required Confined Space entry;
 - f. Provide site-specific training to authorized Confined Space entrants regarding the specific equipment and practices used during entry for the spaces each entrant is authorized to enter;
 - g. Assure that warning signs are posted immediately outside of entrances to Confined Spaces, and that such signs are secured. (Underground utility access vaults will not be posted. Employees will be informed of the Confined Space classification of these spaces during Confined Space training.);
 - h. Interface with Confined Space Supervisors where enforcement of this program is required; and
 - i. Disseminate information such as hazard alerts and changes in the program to all participants in the Confined Spaces Program.

IV. **Confined Space Entry Supervisors** shall:

- a. Adhere to all requirements of the CSP and supplemental entry procedures;
- b. Complete all safety training requirements, request further instruction if unclear on any part of the training and comply with documentation procedures;
- c. Complete the Permit-Required Confined Space entry permit and verify that all precautions and pre-entry procedures have been fulfilled prior to entry;
- d. Terminate entry and cancel permits in the event conditions within the space change, entrants show signs of over-exposure or conditions can not be verified;
- e. Verify the availability of a local rescue team prior to entry (if required);
- f. Assure that unauthorized people do not enter the Confined Space during the time that authorized entry is in progress.
- g. Assure that appropriate personal protective equipment is available and used by entrants;
- h. Coordinate the requirements of a contractor's Confined Space Program with those of this plan when Total Energy employees make an entry into a permit space with a contractor; and
- i. Assure that original entry permits are forwarded to Gene Botts upon completion or termination of a Permit-Required Confined Space entry.

V. **Confined Space Entrants** shall:

- a. Adhere to the requirements of the CSP and supplemental entry procedures;
- b. Fulfill all entry team functions as defined by this plan and any procedures created to supplement this plan for specific Confined Space entry;
- c. Communicate with the attendant regularly while inside of the Confined Space, report any unusual circumstances to the attendant and leave the space immediately when instructed to do so by the attendant;
- d. Complete all safety training requirements, request further instruction if unclear on any part the training and comply with documentation procedures;
- e. Report all work place injuries, over-exposure incidents or unsafe conditions to their Confined Space Entry Supervisor as soon as possible; and
- f. Use appropriate safety and personal protective equipment as provided for entry.

VI. **Confined Space Entry Attendants** shall:

- a. Adhere to the requirements of the CSP and supplemental entry procedures;
- b. Remain outside of the Confined Space in constant two-way communication with the entrants until relieved by an alternate attendant or all entrants have exited the space;
- c. Continuously communicate with the Confined Space entrants and monitor the space to assure that conditions remain within acceptable parameters as defined in the Permit-Required Confined Space Entry section of this plan and instruct entrants to leave a space if any parameter varies from acceptable as defined in the this document;
- d. Summon rescue personnel in the event of an emergency;
- e. Complete all safety training requirements, request further instruction if unclear on any of part of the training, and comply with documentation procedures;
- f. Report all workplace injuries, exposure incidents or unsafe conditions to the Departmental Confined Space Entry Coordinator as soon as possible;
- g. Perform non-entry rescue procedures if able to do so safely;
- h. Perform no duty that may interfere with attendant duties while serving in the capacity of attendant; and
- i. Secure the Confined Space after completion of the work to prevent dangerous conditions.

Glossary of Terms

Attendant: an individual stationed outside of one or more Confined Spaces to monitor the authorized entrants and perform specified duties as described under the Duties and Responsibilities section of this program.

Authorized entrants: an employee who is authorized by the Confined Space Coordinator to enter a permit-required-confined space.

Confined Space: a space that:

- a. is large enough and so configured that an employee can enter and perform assigned work;
- b. has limited or restricted means for entry or exit; and

- c. is not designed for continuous employee occupancy. (See also, Permit-Required Confined Space and Non-Permit-Required Confined Space.)

Entry: the action by which any part of a person's body passes through an opening into a permit-required Confined Space. Entry includes ensuing work activities in that space.

Entry Permit: the written/printed document that is signed by the entry supervisor to allow and control entry into a regulated Confined Space. The permit contains the information required by regulation. (See the Confined Space Entry Permit in Appendix II of this plan.)

Entry Supervisor: the individual responsible for determining if acceptable entry conditions are present at a permit space where entry is planned.

Hazardous Atmosphere: an atmosphere that may expose employees to the risk of death, injury, impairment of ability to escape unaided or acute illness from one or more of the following causes:

- a. Flammable gas, vapor or mist in excess of 10% of its lower flammability limit (LAL);
- b. Airborne combustible dust at a concentration that meets or exceeds its LAL; (Note: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet or less);
- c. Atmospheric oxygen concentration below 19.5% or above 23.5%;
- d. Atmospheric concentrations of any substance for which a dose, permissible exposure limit (PEL) or threshold limit value (TLV) exists and which could result in employee exposure in excess of its limit; and
- e. Any other atmospheric condition that is immediately dangerous to life or health.

Hot Work: work within a Confined Space that produces arcs, sparks, flames, heat or other source of ignition.

Isolation: a process of physically interrupting and/or disconnecting, pipes, lines and energy sources from the Confined Space.

Lockout/Tagout: the placement of a lock and/or tag on an energy-isolating device, indicating that the device shall not be operated until removal of the lock and/or tag in accordance with established procedure.

Non-Permit Required Confined Space (as defined by OSHA standard): a Confined Space that does not contain or have the potential to contain any atmospheric hazard capable of causing death or serious physical harm.

Oxygen-Deficient Atmosphere: an atmosphere containing less than 19.5% oxygen by volume.

Oxygen-Enriched Atmosphere: an atmosphere containing more than 23.5% oxygen by volume.

Permit-Required Confined Space (as defined by OSHA standard): a Confined Space that has one or more of the following characteristics:

- a. Contains or has the potential to contain a hazardous atmosphere; OR
- b. Contains a material that has the potential for entrapping, engulfing or suffocating an entrant; OR
- c. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; OR
- d. Contains any other recognized serious safety or health hazard.

Identification and Classification of Confined Spaces

It shall be the responsibility of Confined Space Coordinators to identify all Confined Spaces on project facilities and to proceed accordingly.

The Confined Space Coordinator may reclassify a permit-required confined space as a non-permit confined space if the space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space. The permit space may be reclassified as non-permit space as long as the hazards remain eliminated. The Confined Space Coordinator must document the basis for determining that all hazards in a permit space have been eliminated with a certification that contains the date, the location of the space and the signature of the person making the determination.

All information concerning changes to the Confined Spaces Program shall be sent to Gene Botts as noted above.

Posting Requirements and Signage

Permit-Required Confined Spaces are required to be posted with a sign reading "Danger - Permit Required Confined Space - Do Not Enter". Each Confined Space Entry Coordinator is responsible for assuring that the Permit-Required Confined Spaces accessed by individuals under their control remain posted with appropriate signs. Where it is not practical to post signs at the entrance to a space (e.g., underground utility access vault covers), employees will be informed of the classification of these spaces during Confined Space training and will receive instructions for access.

Information and Training

All personnel who enter Permit-Required Confined Spaces must assume an active role in maintaining a safe working environment by reporting any problems or noncompliance with policies to their Confined Space Coordinator. All authorized personnel are expected to assist their peers, and should fully utilize any information provided during formal and informal training sessions. Any person who does not understand a policy or procedure should consult their Confined Space Coordinator or Engineering and Safety.

All personnel entering or attending Confined Spaces shall be provided with information and training regarding the hazards associated with Confined Space entry and the workings of the CSP before being required to enter any Permit-Required Confined Space. Additional training will be provided by the Confined Space Coordinators when personnel are assigned to a new task for which they have not been trained, or when a new hazard is recognized in the workspace.

Training of Confined Space attendants, entrants, supervisors and coordinators in the methods and procedures for standard Permit and Non-Permit-Required Confined Space entry and the provisions of the OSHA Confined Spaces Standard's requirements shall be conducted by an approved training source. The Confined Space Coordinator shall be responsible for training of all authorized entrants in the specific operations, safety equipment, monitoring equipment, emergency procedures, etc. used by the individual department.

Documentation of CSP training shall be forwarded to Gene Botts for record keeping. Individual Coordinators or contractors may also keep records.

Material Safety Data Sheets (MSDS's) can be obtained by the manufacturer or distributor of the product.

Permit-Required Confined Space Entry

Pre-Entry Determinations

Prior to scheduling an entry into a Permit-Required Confined Space the Departmental Confined Space Entry Supervisor shall;

- a. Assure that the required task can not be accomplished from outside of the space using alternate technology or alternate locations for work on a system;
- b. Identify all products or processes that may be present in the space prior to entry;
- c. Obtain access to Material Safety Data Sheets (MSDS) for all products or materials expected to be in the space or taken into the space with the entry team;
- d. Assure that equipment necessary for Permit-Required Confined Space entry is available, calibrated (if applicable) and in proper working order; and
- e. Identify isolation points for piping, electrical systems, etc., to allow for complete Lockout/Tagout (LOTO) of hazardous energy sources.

Permit Use

Permit Implementation

Before each entry into a Confined Space the permit must be completed by the Confined Space Entry Supervisor or Attendant as designated by the Confined Space Entry Coordinator. The contents of the permit must be communicated to the entrants and the permit posted near the entrance to the space.

Duration of the Permit

A permit may remain valid for the duration of the entry task or a single work shift not to exceed 10 hours. When the same work crew is used for overtime work, the permit may be extended for up to 4 hours by repeating the air monitoring requirements. (See the atmospheric testing section for more information.) The Departmental Confined Space Entry Supervisor must pay special attention to fatigue when assessing the ability of an entry team to continue work on overtime.

Additionally, permissible exposure limits for toxic contaminants are based on an 8 hour per day, 40 hour per week exposure. Additional work time lowers the permissible exposure limit. DES can assist the supervisor in calculating the altered permissible exposure limit for a 12 hour shift where applicable. If the supervisor is aware that the task will require overtime, these calculations shall be performed prior to entry and the adjusted permissible exposure limits used during initial space testing.

Revoking Permits

When conditions or work activities are different from those specified on the permit and could introduce a new hazard to the Confined Space, then the permit shall be immediately revoked by the Confined Space Entry Supervisor or Attendant. The Confined Space Entry Supervisor or Attendant shall immediately notify the entry team that the permit is no longer valid. Authorized entrants must immediately leave the space. Reasons for revoking the permit must be recorded on the permit form and returned to Engineering and Safety for use in annual program review.

Changing Work Conditions

A new permit shall be issued or the original permit re-issued whenever changing work conditions or work activities introduce new hazards to the workplace.

Permit Disposition

Expired permits, including permits where entry is aborted, must be retained and forwarded to Engineering and Safety. Permits will be retained for a period of one year and will be used in annual program review. It is necessary that a clear explanation of the cause of any permit cancellation be included on the permits prior to submitting them to in order to facilitate a complete review of the plan and related entry procedures.

Individual departments may photocopy and retain copies of expired permits if so desired, but are not required to do so.

Attendant

An attendant must be stationed outside any Permit-Required Confined Space prior to posting of the entry permit. The Confined Space Entry Supervisor may assign more than one attendant to an entry if the task poses exceptional risk or if several entrants will be in the space at one time. See the responsibilities section for a description of the attendant's duties. (Note: Absence of an attendant for any reason shall invalidate the entry permit and entrants must exit the space immediately.)

Atmospheric Testing

- a. Before entering a Permit-Required Confined Space, atmospheric testing shall be conducted by a trained person designated by the Confined Space Entry Supervisor. Authorized entrants and/or their authorized representative shall be provided with the opportunity to observe the pre-entry and subsequent testing or monitoring of the space. Testing equipment used in hazardous atmospheres shall be listed or approved for use in such areas by a nationally recognized testing laboratory such as Underwriters Laboratories or Factory Mutual Systems.
- b. Instruments must be available to measure oxygen content, combustible/flammable limits and anticipated toxic contaminants. Testing equipment shall be accurate to the lowest concentration at which the contaminant becomes hazardous. Where technically feasible, direct reading instruments shall be used for all measurements to assure that results represent the conditions in the space at the time of entry.
- c. All instruments shall be calibrated and performance tested in accordance with the manufacturer's instructions prior to use. Testing must continue for each parameter for at least the minimum response time of the instrument used, accounting for travel distance if remote sampling techniques are used (e.g., a drop probe). The manufacturer's instructions will provide calibration instructions, performance testing guidelines and instrument response time.
- d. Sampling strategies shall be developed for each space based upon the configuration of the space and the potential hazards present. Sampling points should be selected to characterize the entire space where work will be performed. Sample sites should be no more than 4 ft in the direction of travel from the previous point and 4 ft to each side of the entry space to assure comprehensive test results. **Continuous monitors should be worn by employees entering a space where concentrations of contaminants are capable of elevating during the entry or where communication systems are subject to error** (e.g., radio communication in a tunnel).
- e. Initial testing of atmospheric conditions and subsequent tests after the job has been stopped for a significant period of time shall be done with ventilation systems shut down where possible. Some spaces will require ventilation to allow monitoring equipment to function properly (e.g., high heat in steam tunnels will render sampling equipment inoperable). The space must be ventilated to reduce ambient heat loads before accurate measurements of air quality may be made or any entry attempted.
- f. Initial testing of the air shall be performed from outside of the space. No part of the employee may enter the space while air testing is being performed. Interior air testing of a vertical Permit-Required Confined Space may be done by drop tests (using a tube dropped into the space to extract the sample) or insertion of sample probes. Where entrants must move farther into a Permit-Required Confined Space than allowed by the length of the air monitoring probe, air samples shall be taken progressively in front of the entry team. The entrants shall continuously monitor the space. If questions arise concerning the specific use of monitors, the employee may consult their supervisor, the product manufacturer's representative or DES.

- g. Further testing shall be conducted prior to entry with ventilation systems intended for use during entry turned on to ensure that contaminants are removed and that the ventilation systems are not themselves causing a hazardous condition.
- h. Testing of Confined Spaces shall be conducted throughout all occupied areas of the space.

Hazardous Concentrations Present

If initial tests indicate the presence of hazardous concentrations of flammable vapors, workers shall **not** be allowed to enter the space until the space has been ventilated to eliminate the hazard. Where toxic substances or oxygen deficiencies exist, the space will be ventilated and/or sources of the hazard removed or controlled prior to entry.

Ventilation units must be carefully placed outside of a Confined Space to avoid drawing contaminated outside air into the space (e.g., engine exhaust is a ready source of carbon monoxide, a simple asphyxiant that is heavier than air and able to replace oxygen in a Confined Space.)

Where it is not possible to eliminate toxicity or oxygen deprivation hazards through isolation and ventilation, no Confined Space Entry will be permitted.

No Hazardous Concentrations Present

When tests do not indicate the existence of oxygen deficiencies, hazardous concentrations of flammable vapor, or toxic substances, and the space may be entered and tests performed progressively throughout the space. If tests indicate the existence of hazardous atmospheres within the space, the tester must exit the space and proceed as described above.

Re-entry into a Permit-Required Confined Space

An entry team may exit and re-enter the Confined Space on the existing permit only if the following are completed prior to re-entry:

- a) Atmospheric testing shall be repeated and found within acceptable limits. (If atmospheric tests are not within acceptable limits, entry will not be permitted);
- b) The Confined Space Entry Supervisor shall verify that all safety precautions and other measures called for on the permit are still in effect;
- c) Only operations or work originally approved on the permit shall be conducted in the work place; and
- d) Only the original entrants may be admitted to the space specified on the original permit.

Acceptable Air Quality

Oxygen levels - not less than 19.5% nor more than 23.5% oxygen in ambient air.

Flammability/Combustibility - Less than 10% of the Lower Flammability Limit (LFL) or Lower Explosive Limit (LEL). These terms are used interchangeably on MSDS's and in product literature.

No source of ignition shall be permitted into or in contact with Confined Spaces (including adjacent spaces having common walls, floors, or ceilings with the Confined Space) until proper tests have ensured that the percentage of combustible/flammable gas or vapor is not greater than 10% of the lower flammability limit (LFL). Only intrinsically safe electrical and mechanical equipment may be used in or near a Confined Space where the potential for a LEL exists, regardless of current test results.

Note: Flammable concentrations of dusts cannot be measured by a combustible gas meter. You should consider dust that obscures vision 5 feet away to be potentially flammable.

Toxicity - less than any recognized exposure limits including OSHA Permissible Exposure Limits, ACGIH Threshold Limit Values and industry standards. Exposure limits for chemical substances are usually indicated on product MSDS's which can be obtained from the manufacturer or distributor. Potential contaminants produced as a by-product of activity in the Confined Space must also be evaluated. Exposure limits for many process by-products may be obtained from the Confined Space Entry Supervisor or DES.

Exposure limits are usually identified as:

- Eight hour time weighted average (TWA)

The average concentration to which an employee may be exposed to a particular chemical for up to eight hours per day, five days per week.

- Short Term Exposure Limit (STEL)

The average concentration to which an employee may be exposed to a particular chemical for up to fifteen minutes.

- Ceiling (C)

The maximum concentration to which an employee may be exposed to a particular chemical at any time.

- Skin

Often, a notation of "Skin" is printed with an exposure limit. This indicates that skin absorption of that chemical occurs readily and could contribute to an employee's overall exposure. Employee exposure to dermal absorption of chemical substances can often be monitored through the use of biological testing.

Temperature stress - Heat stress must be considered when evaluating the potential hazards associated with a Confined Space. Large scale communication equipment, computer equipment, steam lines or other equipment located in Confined Spaces may increase the ambient heat load of a Confined Space. Personal protective equipment worn by entrants to protect against another hazard may also increase the likelihood of heat stress by trapping body heat. The level of activity required by entrants, worker acclimatization to heat and individual physical condition will also affect potential for development of heat related disorders.

Symptoms of heat stress include reddening of the skin, profuse sweating, fatigue and sometimes nausea. Entrants should exit the Confined Space, remove personal protective clothing and take cool liquids if symptoms of heat stress are experienced.

If not treated, heat stress can progress to heat exhaustion. Symptoms of heat exhaustion include moist and clammy skin, accompanied by a feeling of giddiness, fatigue, nausea, headache and a pale or mottled/flushed look. The next stage of heat stress is heat stroke in which the entrant's skin becomes hot and dry, with a mottled or bluish color. Mental confusion and a quickly-rising core body temperature will be noted. Heat stroke can be fatal without rapid medical attention. **If symptoms of heat exhaustion or heat stroke are experienced by a member of the entry team, 9-1-1 must be contacted for assistance.**

Personnel who must work in hot environments should exit the Confined Space at regular intervals for short rest breaks including water or an electrolyte replacement drink. Liquids should be cool but not cold.

Communication

Confined Space entrants must be in constant communication with the attendant on duty. The attendant must be able to immediately contact 9-1-1. The attendant may communicate with 9-1-1 via radio as long as radio communication is monitored during the entire duration of the entry and immediate access to 9-1-1 is available.

If a Confined Space entry is made on a facility under Total Energy control, the Confined Space Entry Supervisor must notify Gene Botts of the time, date, location and purpose of the entry prior to entry.

MSDS Access

Total Energy requires Material Safety Data Sheets (MSDS's) to be developed or obtained for hazardous chemicals used or stored on any facility. Employees who are not familiar with MSDS's must be trained in Hazard Communication. Training is required for all personnel who work with a hazardous material as part of their normal job duties. MSDS's for all hazardous materials used in a Confined Space shall be made accessible to entrants prior to entry.

MSDS's are maintained at 2 Hardscrabble Road. MSDS's can also be obtained free of charge from the product manufacturer, importer or distributor.

Protection of Personnel

Personal Protective Equipment

All individuals working in and around Permit-Required Confined Spaces must be instructed as to the hazards of their respective jobs. Each supervisor is responsible for providing such information to the employees. Personal protective equipment (PPE) required for entry shall be supplied by Total Energy or the contractor and used by employees according to this Program. A Hazard Assessment that has been certified by a foreman or supervisor shall be conducted for each employee or position and employees shall be trained in the use, limitations and maintenance of PPE. PPE may include protective clothing, goggles, hard hats, gloves, and ear plugs.

Non-entry Rescue Equipment

Entrants shall be supplied with and required to wear a full body harness attached to an extraction device **except** when such equipment increases the risk of entry or would not contribute to rescue of the entrant. A full body harness that provides leg straps as well as waist and shoulder straps is necessary to prevent injury when used for removing an entrant from a Confined Space. **A full body** harness shall be used by all entrants regardless of life line use. For descents of five feet or more into a permit space, entrants must be attached to a tripod and winch or hoist designed for lifting personnel.

Site Safety

Barriers must be used to direct pedestrian or vehicular traffic away from the entrance to a Confined Space when the entrance can not be secured by other means. Reflective traffic vests, flags and signs must also be used to protect both workers and passers by.

When covers of manholes or vaults are removed, the opening shall be promptly guarded by a railing, temporary cover, or other suitable temporary barrier which is appropriate to prevent an accidental fall through the opening.

All lighting and electrical equipment used inside of a Confined Space shall be properly insulated, grounded, approved for the use and in good repair.

Lockout/Tagout (LOTO)

Locking devices and tags shall be used when employees are performing maintenance or service on any machine or system where unexpected or unintentional release of energy or unexpected motion could cause harm or release a toxic material into a Confined Space. Sources of stored energy include electrically, chemically, pneumatically, thermally and/or hydraulically powered equipment or systems.

Locking devices and tags shall also be used when guards or other safety devices must be removed during service or when moving or energized parts put any part of the employee's body at risk of injury.

Examples of conditions where locking and tagging should be used may include but are not limited to:

- Clearing blocked or jammed mechanical equipment
- Maintenance or repair work on equipment with moving parts
- Repairing or inspecting tanks with pipe feeds
- Steam line repair
- Repairs, removals, or installation of electrical equipment

Ventilation

Ventilation shall be maintained during Confined Space occupancy at all times when personnel are inside of a Confined Space. Total Energy personnel will not perform inert vessel entry, nor will they enter any vessel containing an atmosphere other than normal air.

Ventilation equipment (excluding ductwork) used in Confined Spaces shall be approved for use in potentially explosive atmospheres if the mechanical components (fan, motor, etc.) are to be placed within the Confined Space. The source of air supplied to Confined Spaces must be derived from a location that is free of contaminants. A blower that has the capability to provide 600 cubic feet per minute of fresh air should be used. The hose should be 6 to 10 inches wide and long enough to reach the bottom of the confined space.

An air compressor will not be used to supply breathing air. Any pneumatic ventilation equipment must set up to exhaust outside of the Confined Space.

Where ventilation is not possible or feasible, no confined space entry will be permitted.

Non-Permit Confined Space Entry

If a space does not require that a permit process be used, appropriate safety precautions to be determined by the Confined Space Coordinator must still be followed. Manholes and unvented utility vaults that contain telecommunications equipment shall be tested for combustible gas and, except when continuous forced ventilation is provided, the atmosphere shall also be tested for oxygen deficiency. When unsafe conditions are detected by testing or other means, the work area shall be ventilated and otherwise made safe before entry. Entry into these spaces with monitoring and/or ventilation does not require a permit procedure. However, if a hazard such as a chemical hazard, physical hazard or mechanical hazard cannot be eliminated, the Confined Space Permit process will be used.

Other spaces that have been reclassified from Permit-Required Spaces will also require ventilation and/or monitoring for safe entry, but may not require an attendant and full-body harness and life line. Communications equipment such as radios or cell phones are recommended for entry into non-permit spaces, especially when an attendant is not present.

Follow the instructions for "Atmospheric Testing" and "Ventilation" in the section on *Permit-Required Confined Space Entry* when monitoring or ventilating any confined space. The requirements for "Personal Protective Equipment", "Site Safety" and "Lockout/Tagout" must also be followed.

Contractors Working In Permit-Required Confined Spaces

Contractors who are hired by any agent of Total Energy to perform work on any facility must inform Gene Botts of the date, time, location and purpose of any Permit-Required Confined Space entry made on the subject property. Gene may be reached 24 hours a day at 914-715-0261. Contractors must also provide the name and contact information for the individual acting as supervisor for the entry and for the facility.

Contractors must have a complete written Confined Space entry plan in compliance with federal and state Confined Space regulations and use appropriate Permit-Required Confined Space entry procedures. A copy of the permit used for entry must be provided to Total Energy upon completion of the entry for use in annual program review. Permits may be mailed or delivered to Total Energy at 2 Hardscrabble Road, North Salem, New York 10560. The fax number is 914-276-0229 and the telephone number is 914-276-0490.

When Total Energy employees work along side contractors in a Permit-Required Confined Space, both permit procedures will be used at the same time. The entry supervisor will coordinate the requirements of both programs before the entry is made.

Specialized Work

Welding (29 CFR 1910.252): Minimum ventilation for welding requires: (1) a minimum of 2000 cubic feet per minute per welder as general ventilation, or (2) local exhaust ventilation (at the point of contaminant generation) of 100 feet per minute. Welding machines and compressed gas cylinders must be kept outside of the space. Electrodes must be removed from the holder when welders exit the space; welding gas and related fuel gases must be turned off from outside of the space. Where practical, torches, cables and hoses should be removed from the space when welding is not in progress.

Emergency Rescue

An entrant's evacuation from a Confined Space, or self rescue, shall take place when any of the following conditions occur:

- a. An attendant observes a potential problem that can affect the entrants, such as failure of a ventilation blower;
- b. Activation of an alarm that signal a hazardous change in atmospheric conditions;
- c. Entrants believe they are in danger because they experience signs and symptoms of a hazard in the space.

In the event that an entrant becomes unconscious, attendants **shall not** attempt to enter the space to perform rescue. Rescue services that can be performed safely from outside of the Confined Space (e.g. hoisting a harnessed entrant) shall be undertaken. Other entrants in the space shall immediately exit the space and only provide such assistance as will not endanger themselves. The attendant shall immediately contact the local Fire Department or emergency services provider. The telephone number must be in the attendant's possession prior to any entry. **In no case shall the attendant be required to relay emergency information through a third party unless the third party location is fully staffed during the entire entry.**

Appendix I

The Confined Space Entry Permit process shall be completed before any employee enters a space designated as a "Permit Required Confined Space."

- I. Evaluate the known hazards and prepare control measures.
- II. Enter the names of the authorized entrants and attendants with the name of their department, shop, or company. All entrants and attendants must have completed Confined Space Awareness and Entry training. Contractors are required to follow their own permit system.
- III. Notify Gene Botts at 914-715-0261 before entry. Give the date, time, location and reason for entry. Also give the name of the Entry Supervisor and a means of contacting that person during the entry.
- IV. At the site, ensure the following items have been implemented:
 - V. All barricades are in place and caution signs are posted.
 - VI. Hazardous energy has been locked and tagged.
 - VII. An emergency escape plan has been developed. All phones and radios are operational.
- VIII. Retrieval systems (tripod, winch, harness, life line) are in place.
- IX. Space has been properly ventilated.
- X. Personal Protective Equipment is available and in use.
- XI. Hot Works Permits has been obtained for all welding and cutting. A permit can be obtained online from <https://des.umd.edu/hotworks/>.
- XII. Perform atmospheric testing and enter readings on permit. Entrants may not enter space until acceptable entry conditions are verified. Entrants have the right to witness the testing.
- XIII. The Entry Supervisor must sign the permit only after all precautions have been implemented and the atmospheric readings have been taken and found to be acceptable.
- XIV. Post the Permit at the entrance of the space.
- XV. Enter additional atmospheric readings on permit. For continuous monitoring, enter readings at regular intervals.
- XVI. After the work has been completed and the entrants have left the space, notify the Gene Botts at 914-715-0261.
- XVII. Forward the Expired Permit to the Total Energy North Salem address. Expired permits are needed for the OSHA required program evaluation.

INSTRUCTIONS - Confined Space Entry Permit

Total Energy

The Confined Space Entry Permit process shall be completed before any employee enters a space designated as a "Permit Required Confined Space."

1. Evaluate the known hazards and prepare control measures.
2. Enter the names of the authorized entrants and attendants with the name of their department, shop, or company. All entrants and attendants must have completed Confined Space Awareness and Entry training. Contractors are required to follow their own permit system.
3. Notify Gene Botts at 914-715-0261 before entry. Give the date, time, location and reason for entry. Also give the name of the Entry Supervisor and a means of contacting that person during the entry.
4. At the site, ensure the following items have been implemented:
 - All barricades are in place and caution signs are posted.
 - Hazardous energy has been locked and tagged.
 - An emergency escape plan has been developed. All phones and radios are operational.
 - Retrieval systems (tripod, winch, harness, life line) are in place.
 - Space has been properly ventilated.
5. Personal Protective Equipment is available and in use. Perform atmospheric testing and enter readings on permit. Entrants may not enter space until acceptable entry conditions are verified. Entrants have the right to witness the testing.
6. The Entry Supervisor must sign the permit only after all precautions have been implemented and the atmospheric readings have been taken and found to be acceptable.
7. POST THE PERMIT at the entrance of the space.
9. Enter additional atmospheric readings on permit. For continuous monitoring, enter readings at regular intervals.
10. After the work has been completed and the entrants have left the space, notify Gene Botts at 914-715-0261.

FORWARD THE EXPIRED PERMIT to Gene Botts, VP Engineering and Safety, 2 Hardscrabble Road, North Salem, New York, 10560, email to gbotts@totalenergy.com, fax 914-276-0229. Expired permits are needed for the OSHA required program evaluation.



TOTAL ENERGY

Lock-Out/Tag-Out Program

1. PURPOSE and APPLICABILITY

1.1 This policy is designed to ensure that Total Energy management and employees comply with the "Lockout/Tagout" program. This program establishes procedures for using energy isolating devices to disable machines or equipment to prevent unexpected start up or release of stored energy that may cause injuries.

1.2 This policy applies to all University employees who may perform service and/or maintenance on machines and equipment capable of "unexpected" start up or release of stored energy.

2. DEFINITIONS and SCOPE

2.1 Authorized Employee is an employee who locks out or tags out machines or equipment in order to service or maintain them. All authorized employees must successfully complete the required training.

2.2 Affected Employee is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout/Tagout or whose job requires him or her to work in an area in which such servicing or maintenance is being performed. An affected worker cannot perform work under a Lockout/Tagout permit.

2.3 Contractor is any individual or firm working at the university that is not a university employee.

2.4 Energy Isolating Device is a device that prevents the transmission or release of energy. An "energy source" is any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

2.5 Lockout is the placement of a locking device on an energy-isolating device that ensures the equipment being controlled cannot be operated until the lockout device is removed. "Lockout device" is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position.

2.6 Other Employees are those whose work operations are or may be in an area where energy control procedures are utilized.

2.7 Tagout is the placement of an attachable tag on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

2.8 Tagout Device is a prominent warning device, such as a tag and a means of attachment, which can be securely fastened to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

3. ROLES and RESPONSIBILITIES

3.1 The Director of Engineering and Safety is responsible for developing and maintaining the Lock Out /Tag Out Program (LOTO) and will provide all necessary core training. The Director will periodically inspect LOTO projects and conduct an annual program review.

3.2 The Director will ensure employees are trained in accordance with this program and will conduct an annual review of their programs.

3.3 Supervisors must ensure employees are trained on equipment/operation-specific LOTO procedures and ensure that all LOTO requirements are followed.

3.4 Contractors performing work for Total Energy must follow, at a minimum, the Total Energy program and procedures.

4. PROCEDURE

4.1 Written Program and Procedures

Each project site must have operation and equipment specific written procedure and the necessary equipment and tools for hazardous energy control. Lockout / Tagout procedures should only be initiated by authorized employees.

4.2 Contractors

Total Energy and the outside Contractor firm must inform each other of their respective Lockout/Tagout procedures. The responsibility of training outside contractor employees lies with their employer.

- 4.2.1. The contractor LOTO program must be reviewed by an authorized or affected Total Energy employee in detail to ensure that Total Energy employees could not be injured as a result of allowing the Contractor's LOTO program and procedures to be implemented at the facility. If there are any discrepancies, it is the responsibility of Total Energy to ensure that Total Energy employees understand and comply with any restrictions and prohibitions of the outside contractor's LOTO program.

4.3 Training

Employees shall be trained so that they understand the purpose and function of the LOTO program and procedures. Employees shall also be trained so that they understand the purpose, contents and requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout).

- 4.3.1. Authorized Employees shall receive training in the recognition of sources of hazardous energy, the types and magnitudes of hazardous energy and the means and methods of isolation and control.
- 4.3.2. Affected Employees shall be instructed in the purpose and use of the University's LOTO program.
- 4.3.3. Other Employees shall be instructed about the University's LOTO program and about the prohibition against attempting to restart equipment, machines or systems that have been locked and tagged out of service.
- 4.3.4. The Director or his designee will conduct hazardous energy control training for all authorized employees.
- 4.3.5. Supervisors at each project site provide site and/or equipment specific training.
- 4.3.6. Retraining is required whenever there is a change in job assignment, machines, equipment or processes that present a new hazard or a change in the energy control procedures.

4.4 Record Keeping

The Director will maintain training records, including each employee's name and dates of training. Those records will be retained for the annual Lockout / Tagout program audit.

5. KEY REFERENCES

The OSHA Hazardous Energy Control Standard - 29 CFR 1910.147



TOTAL ENERGY Excavation Safety Program

1926, Subpart P

Excavation Safety Program

The following excavation safety program is provided only as a guide to assist employers and employees in complying with the requirements of OSHA's Excavation Standard, 29 CFR 1926, Subpart P, as well as to provide other helpful information. It is not intended to supersede the requirements of the standard. An employer should review the standard for particular requirements which are applicable to their individual situation and make adjustments to this program that are specific to their company. An employer will need to add information relevant to their particular facility in order to develop an effective, comprehensive program.

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I) OBJECTIVE

This Excavation Safety Program has been developed to protect employees from safety hazards that may be encountered during work in trenches and excavations. This program is intended to assure that:

- A. Employees who perform work in excavations are aware of their responsibilities and know how to perform the work safely.
- B. Total Energy has appointed one or more individuals within the company to assure compliance with the requirements of this program.
- C. The responsibilities of the Director of Engineering and Safety and all employees are clearly detailed.
- D. All persons involved in excavation and trenching work have received appropriate training in the safe work practices that must be followed when performing this type of work.

II) ASSIGNMENT OF RESPONSIBILITY

a) Employer

In administering the Excavation Safety Program, Total Energy will:

- i) Monitor the overall effectiveness of the program.
- ii) Provide atmospheric testing and equipment selection as needed.
- iii) Provide personal protective equipment as needed.
- iv) Provide protective systems as needed.
- v) Provide training to affected employees and supervisors.
- vi) Provide technical assistance as needed.
- vii) Preview and update the program on at least an annual basis, or as needed.

b) Program Manager

The director of Engineering and Safety acts as the competent person for Total Energy in reference to this program, and must assure that:

- i) The procedures described in this program are followed.

ii) Employees entering excavations or trenches are properly trained and equipped to perform their duties safely.

iii) All required inspections, tests, and recordkeeping functions have been performed.

c) Employees

All employees, including contractor personnel, who work in or around excavations must comply with the requirements of this program. Employees are responsible for reporting hazardous practices or situations to Total Energy management, as well as reporting incidents that cause injury to themselves or other employees to the Director of Engineering and Safety.

III) TRAINING

a) Training Schedule

i) All personnel involved in trenching or excavation work shall be trained in the requirements of this program by the Director of Engineering and Safety with assistance from the appropriate supervisors.

ii) Training shall be performed before employees are assigned duties in excavations.

iii) Retraining will be performed when work site inspections indicate that an employee does not have the necessary knowledge or skills to safely work in or around excavations, or when changes to this program are made.

iv) Training records will be maintained by the Director of Engineering and Safety, and shall include:

- (1) date of the training program;
- (2) name(s) of the instructor(s) who conducted the training;
- (3) a copy of the written material presented; and
- (4) name(s) of the employee(s) who received the training.

b) Training Components

The training provided to all personnel who perform work in excavations shall include:

i) The work practices that must be followed during excavating or working in excavations.

ii) The use of personal protective equipment that will typically be required during work in excavations, including but not limited to safety shoes, hardhats, and fall protection devices.

iii) Procedures to be followed if a hazardous atmosphere exists or could reasonably be expected to develop during work in an excavation.

iv) The OSHA Excavation Standard, 29 CFR 1926, Subpart P.

v) Emergency and non-entry rescue methods, and the procedure for calling rescue services.

vi) Total Energy policy on reporting incidents that cause injury to employees.

c) Training and Duties of Program Manager

The Director of Engineering and Safety shall receive the training detailed in this program as well as training on the requirements detailed in the OSHA Excavation Standard. The Director of Engineering and Safety shall:

i) Coordinate, actively participate in, and document the training of all employees affected by this program.

ii) Ensure on a daily basis, or more often as detailed in this program, that worksite conditions are safe for employees to work in excavations.

iii) Determine the means of protection that will be used for each excavation project.

iv) Ensure, if required, that the design of a protective system has been completed and approved by a registered professional engineer before work begins in an excavation.

v) Make available a copy of this program and the OSHA Excavation Standard to any employee who requests it.

IV) EXCAVATION REQUIREMENTS

a) Utilities and Pre-Work Site Inspection

Prior to excavation, the site shall be thoroughly inspected by the Director of Engineering and Safety or a trained and qualified designee to determine if special safety measures must be taken.

b) Surface Encumbrances

All equipment, materials, supplies, permanent installations (i.e., buildings or roadways), trees, brush, boulders, and other objects at the surface that could present a hazard to employees working in the excavation shall be removed or supported as necessary to protect employees.

c) Underground Installations

i) The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be

determined and marked prior to opening an excavation. Arrangements shall be made as necessary by the Director of Engineering and Safety with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.

- ii) If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
- iii) Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

d) Protection of the Public

Barricades, walkways, lighting, and posting shall be provided as necessary for the protection of the public prior to the start of excavation operations.

- i) Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
- ii) Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type shall be backfilled as soon as possible.
- iii) Walkways or bridges protected by standard guardrails shall be provided where employees and the general public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toeboard shall be used to prevent the hazard of falling objects. Information on the requirements for guardrails and toeboards may be obtained by contacting the Director of Engineering and Safety.

e) Protection of Employees

Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over four (4) feet deep. The maximum distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.

i) Structural Ramps

- (1) Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for

access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.

- (2) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent movement or displacement.
- (3) Structural members used for ramps and runways shall be of uniform thickness.
- (4) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
- (5) Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

ii) Ladders

- (1) When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation.
- (2) Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.
- (3) Two or more ladders, or a double-cleated ladder, will be provided where 25 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
- (4) Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with "Do Not Use" until repaired.
- (5) Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.
- (6) Non self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.
- (7) Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

f) Exposure to Vehicular Traffic

Employees exposed to vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material. Warning vests worn by flagmen shall be red or orange, and shall be reflectorized material if

worn during night work. Emergency lighting, such as spotlights or portable lights, shall be provided as needed to perform work safely.

g) Exposure to Falling Loads

No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

h) Warning System for Mobile Equipment

A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

i) Hazardous Atmospheres

The job foreman will test the atmosphere in excavations over four (4) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist. A hazardous atmosphere could be expected, for example, in excavations in landfill areas, areas where hazardous substances are stored nearby, or near areas containing gas pipelines.

- i) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or forced ventilation of the workspace.
- ii) Forced ventilation or other effective means shall be used to prevent employee exposure to an atmosphere containing a flammable gas in excess of ten (10) percent of the lower flammability limit of the gas.
- iii) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, continuous air monitoring will be performed by ___the project foreman. The device used for atmospheric monitoring shall be equipped with an audible and visual alarm.
- iv) Atmospheric testing will be performed using a properly calibrated direct reading gas monitor. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.
- v) Each atmospheric testing instrument shall be calibrated by the Director of Engineering and Safety or his designee on a schedule and in the manner recommended by the manufacturer, but not less than monthly.

vi) Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

j) Personal Protective Equipment

i) All employees working in trenches or excavations shall wear approved hardhats and steel-toed shoes or boots.

ii) Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear approved safety glasses with side shields.

iii) Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding faceshield or helmet, as determined by the Director of Engineering and Safety.

iv) Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

v) Employees shall wear, as determined by the Director of Engineering and Safety, approved gloves or other suitable hand protection.

vi) Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high-noise producing equipment shall wear suitable hearing protection, as determined by the Director of Engineering and Safety.

vii) Each employee working at the edge of an excavation six (6) feet or more deep shall be protected from falling. Fall protection shall include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements, as determined by the Director of Engineering and Safety.

viii) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may develop during work in an excavation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, the atmospheric hazard will be removed before entry is made.

k) Walkways and Guardrails

Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

l) Protection from Water Accumulation Hazards

- i) Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.
- ii) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.
- iii) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be re-inspected by a competent person after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.
- iv) The project foreman shall inform affected workers of the precautions or procedures that are to be followed if water accumulates or is accumulating in an excavation.

m) Stability of Adjacent Structures

A competent person will determine if the excavation work could affect the stability of adjoining buildings, walls, sidewalks, or other structures.

- i) Support systems (such as shoring, bracing, or underpinning) shall be used to assure the stability of structures and the protection of employees where excavation operations could affect the stability of adjoining buildings, walls, or other structures.
- ii) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted, except when:
 - (1) a support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure;
 - (2) the excavation is in stable rock;
 - (3) a registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
 - (4) a registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

- iii) Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.
 - iv) Where review or approval of a support system by a registered professional engineer is required, the Director of Engineering and Safety shall secure this review and approval in writing before the work begins.
- n) Protection from Falling Objects and Loose Rocks or Soil
- i) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
 - (1) scaling to remove loose material;
 - (2) installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
 - (3) benching sufficient to contain falling material.
 - ii) Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
 - iii) Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into excavations.
 - iv) Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
 - v) Materials and equipment may, as determined by the project foreman, need to be stored further than two (2) feet from the edge of the excavation if a hazardous loading condition is created on the face of the excavation.
 - vi) Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.
- o) Inspection by Program Manager
- i) The Project Foreman shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the Project Foreman prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence. These inspections are only required when the trench will be or is occupied by employees.

- ii) Where the Project Foreman finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.
- iii) The Project Foreman shall maintain a written log of all inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.

V) PROTECTIVE SYSTEM REQUIREMENTS

a) Protection of Employees

- i) Employees in an excavation shall be protected from cave-ins by using either an adequate sloping and benching system or an adequate support or protective system. The only exceptions are:
 - (1) excavations made entirely in stable rock; or
 - (2) excavations less than five (5) feet in depth where examination of the ground by the Project Foreman provides no indication of a potential cave-in.
- ii) Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

b) Design of Sloping and Benching Systems

The slope and configuration of sloping and benching systems shall be selected and constructed by the project Foreman in accordance with the following options:

- i) Allowable configurations and slopes
 - (1) Excavations shall be sloped at an angle no steeper than one and one-half (1 ½) horizontal to one (1) vertical (34 degrees measured from the horizontal), unless one of the options listed below is used.
 - (2) Slopes shall be properly excavated depending on soil type as shown in 29 CFR 1926, Subpart P, Appendix B.
- ii) Determination of slopes and configurations using 29 CFR 1926, Subpart P, Appendices A and B.

The maximum allowable slopes and allowable configurations for sloping and benching systems shall meet the requirements set forth in these appendices.

- iii) Designs using other tabulated data

The design of sloping or benching systems may be selected from, and shall be constructed in accordance with, other tabulated data, such as tables and charts. The tabulated data used must be in written form and include the following:

- (1) Identification of the factors that affect the selection of a sloping or benching system.
- (2) Identification of the limits of the use of the data, including the maximum height and angle of the slopes determined to be safe.
- (3) Other information needed by the user to make correct selection of a protective system.
- (4) At least one copy of the tabulated data that identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by the Director of Engineering and Safety.

iv) Design by a registered professional engineer

- (1) Sloping or benching systems designed in a manner other than those described in the preceding three options shall be approved by a registered professional engineer.
- (2) Designs shall be in written form and shall include at least the following information:
 - (a) the maximum height and angle of the slopes that were determined to be safe for a particular project; and
 - (b) the identity of the registered professional engineers who approved the design.
- (3) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time, the design may be stored off the jobsite, and shall be maintained by the Director of Engineering and Safety.

c) Design of Support, Shield, and Other Protective Systems

The design of support systems, shield systems, and other protective systems shall be selected and constructed by the Director of Engineering and Safety in accordance with the following requirements:

i) Designs using 29 CFR 1926, Subpart P, Appendices A, C and D

- (1) Timber shoring in trenches shall be designed in accordance with the requirements of the OSHA guidelines.
- (2) Aluminum hydraulic shoring shall be designed in accordance with the manufacturer's tabulated data or the requirements of the OSHA guidelines.

ii) Designs using manufacturer's tabulated data

- (1) Support systems, shield systems, and other protective systems designed from manufacturer's tabulated data shall be constructed and used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
- (2) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall be allowed only after the manufacturer issues specific written approval.
- (3) Manufacturer's specifications, recommendations, and limitations, as well as the manufacturer's written approval to deviate from the specifications, recommendations, and limitations, shall be kept in written form at the jobsite during construction of the protective system(s). After that time, the information may be stored off the jobsite, and shall be maintained by the Director of Engineering and Safety.

iii) Designs using other tabulated data

Designs of support systems, shield systems, and other protective systems shall be selected from and constructed in accordance with tabulated data, such as tables and charts.

- (1) The tabulated data shall be in written form and shall include all of the following:
 - (a) identification of the factors that affect the selection of a protective system drawn from such data;
 - (b) identification of the limits of the use of such data; and
 - (c) information needed by the user to make a correct selection of a protective system from the data.
- (2) At least one written copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by the Director of Engineering and Safety.

iv) Design by a registered professional engineer

Support systems, shield systems, and other protective systems designed in a manner other than the preceding three options shall be approved by a registered professional engineer.

- (1) Designs shall be in written form and shall include:
 - (a) a plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
 - (b) the identity of the registered professional engineer who approved the design.

- (2) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, and shall be maintained by the Director of Engineering and Safety.

d) Materials and Equipment

- i) Materials and equipment used for protective systems shall be free from damage or defects that might affect their proper function.
- ii) Manufactured materials and equipment used for protective systems shall be used and maintained in accordance with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
- iii) When materials or equipment used for protective systems are damaged, the Director of Engineering and Safety shall ensure that these systems are examined by a competent person to evaluate suitability for continued use. If the competent person cannot assure that the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service. The material or equipment shall then be evaluated and approved by a registered professional engineer before being returned to service.

e) Installation and Removal of Supports

i) General

- (1) Members of support systems shall be securely connected together to prevent sliding, falling, kick-outs, or other potential hazards.
- (2) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support systems.
- (3) Individual members of the support systems shall not be subjected to loads exceeding those that they were designed to support.
- (4) Before temporary removal of individual support members begins, additional precautions shall be taken as directed by the Project Foreman to ensure the safety of employees (i.e., the installation of other structural members to carry the loads imposed on the support system).
- (5) Removal of support systems shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly. If there is any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation, the work shall be halted until it can be examined by the Project Foreman.

(6) Backfilling shall progress in conjunction with the removal of support systems from excavations.

ii) Additional Requirements

(1) Excavation of material to a level no greater than two (2) feet below the bottom of the members of a support system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench. There shall be no indications of a possible loss of soil from behind or below the bottom of the support system while the trench is open.

(2) Installation of a support system shall be closely coordinated with the excavation of trenches.

f) Sloping and Benching Systems

Employees are not permitted to work above other employees in the faces of sloped or benched systems, except when employees at lower levels are protected from the hazards of falling, rolling, or sliding material or equipment.

g) Shield Systems

i) General

(1) Shield systems shall not be subjected to loads that are greater than those they are designed to withstand.

(2) Shields shall be installed in a manner that will restrict lateral or other hazardous movement of the shield and could occur during cave-in or unexpected soil movement.

(3) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(4) Employees are not permitted in trenches when shields are being installed, removed, or moved vertically.

ii) Additional Requirements

(1) Excavation of material to a level no greater than two (2) feet below the bottom of the shield system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench.

(2) There shall be no indications of a possible loss of soil from behind or below the bottom of the shield system while the trench is open.

VI) ACCIDENT INVESTIGATIONS

All incidents that result in injury to workers, as well as near misses, regardless of their nature, shall be reported and investigated. Investigations shall be conducted by the Director of Engineering and Safety as soon after an incident as possible to identify the cause and means of prevention to eliminate the risk of reoccurrence.

In the event of such an incident, the Excavation Safety Program shall be reevaluated by the Director of Engineering and Safety to determine if additional practices, procedures, or training are necessary to prevent similar future incidents.

VII) CHANGES TO PROGRAM

Any changes to the Excavation Safety Program shall be approved by the Director of Engineering and Safety and shall be reviewed by a qualified person as the job progresses to determine additional practices, procedures, or training needs necessary to prevent injuries. Affected employees shall be notified of procedure changes, and trained if necessary. A copy of this program shall be maintained at the jobsite by the Project Foreman.

VIII) GLOSSARY

Accepted engineering practices: the standards of practice required by a registered professional engineer.

Aluminum hydraulic shoring: a manufactured shoring system consisting of aluminum hydraulic cylinders (crossbraces) used with vertical rails (uprights) or horizontal rails (wales). This system is designed to support the sidewalls of an excavation and prevent cave-ins.

Bell-bottom pier hole: a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a bell shape.

Benching system: a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or more horizontal steps, usually with vertical or near-vertical surfaces between levels.

Cave-in: the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

Competent person: a person who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards corrected.

Cross braces: the horizontal members of a shoring system installed from side to side of the excavation. The cross braces bear against either uprights or wales.

Excavation: any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

Faces or sides: the vertical or inclined earth surfaces formed as a result of excavation work.

Failure: the movement or damage of a structural member or connection that makes it unable to support loads.

Hazardous atmosphere: an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, that may cause death, illness, or injury.

Kickout: the accidental movement or failure of a cross brace.

Program Manager: the individual within the company who oversees excavation work and is responsible for assuring compliance with this program.

Protective system: a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp: an inclined walking or working surface that is used to gain access to one point from another. A ramp may be constructed from earth or from structural materials such as steel or wood.

Sheeting: the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

Shield system: a structure used in an excavation to withstand cave-ins and which will protect employees working within the shield system. Shields can be permanent structures or portable units moved along as work progresses. Shields used in trenches are usually referred to as **trench boxes** or **trench shields**.

Shoring system: a structure that is built or put in place to support the sides of an excavation to prevent cave-ins.

Sides: see **faces**.

Sloping system: sloping the sides of an excavation away from the excavation to protect employees from cave-ins. The required slope will vary with soil type, weather, and surface or near surface loads that may affect the soil in the area of the trench (such as adjacent buildings, vehicles near the edge of the trench, etc.).

Stable rock: natural solid mineral material that can be excavated with vertical sides that will remain intact while exposed.

Structural ramp: a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

Support system: a structure used as underpinning, bracing or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

Tabulated data: tables and charts approved by a registered professional engineer and used to design and construct a protective system.

Trench: a narrow excavation (in relation to its height) made below the surface of the ground.

Trench box or trench shield: see **shield**.

Uprights: the vertical members of a trench shoring system placed in contact with the earth and usually positioned so the individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called **sheeting**.

Wales: horizontal members of a shoring system placed in the direction of the excavation face whose sides bear against the vertical members of the shoring system or earth (the uprights or sheeting).



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 5

TOTAL ENERGY'S PAPER PRESENTED AT THE AGA OPERATIONS CONFERENCE



Decommissioning of Propane Air Plants and Standby Systems

Robert Armentano, President & CEO and Jennifer Janelle, General Counsel, Total Energy Corp.¹

Propane-air storage has been a common choice for natural gas utilities to meet their short-term peak demand energy supply needs and for large industrial customers to supplement or replace standard pipeline supply. Most propane-air peak systems produce propane-air to supplement the natural gas in the system during times of peak demand or when supplies are short, while industrial standby systems are typically used to replace natural gas when supplies are short or prices escalate. There are separate code provisions that govern such plants, dependent upon whether they are utility-owned or used as industrial standby systems. While the AGA Supplemental Gas Committee concerns itself with utility plants, which are governed by NFPA 59, there are occasions when utilities acquire or take over industrial plants and standby systems. In such instances, the rules of NFPA 58 and the different risks attendant to NFPA 58 plants should be reviewed.

Propane-air is the most common form of LPG-air mixture, which may also include other gas liquids, such as butane. Such plants are sometimes referred to as Substitute Natural Gas or Supplemental Natural Gas plants. Propane-air plants operate by withdrawing liquid propane from a tank or tank farm and converting it to vapor by heating it in a vaporizer. The vaporized propane is then blended with air and injected into the natural gas distribution system. Prior to the development of robust pipeline infrastructure, most utilities relied on propane-air plants, which can be refilled via supplies that are trucked in or delivered via rail without the need for a pipeline. In times of critical need and without other cost-effective options, propane-air plants were a valuable supply option. Additionally, when necessary, liquid propane could be trucked from one plant to another so the utility could avoid purchasing additional supply when prices were high. With the development of additional pipeline capacity and other supplemental gas supply options (including LNG, high deliverability underground cavern storage, and the purchase of peak supply needs from other sources), coupled with the fact that truck and rail supplies are typically needed for peak-shaving plants during times of energy shortages when costs are at a premium, many utilities are re-evaluating their peak shaving needs and considering the decommissioning of older, under-utilized propane-air plants. This paper explores the evaluation process, regulatory and safety issues and necessary considerations in choosing a vendor, should the utility decide to decommission.

I. Evaluation - Costs

Propane-air peak shaving systems can be costly to maintain, especially considering the minimal number of hours that they may be operated over the course of a year. The first step in evaluating whether to decommission a plant is to analyze the true costs of the peak-shaving plant. Costs to evaluate include:

A. Operation and maintenance expenses. Many of these plants are decades old. In addition to the expense of daily O&M and replacement parts, staffing and training expenses can be quite costly. Trained, skilled workers for propane-air plants are aging and many are retiring, creating a need for expensive training of new staff.

¹ The authors make no representations or warranties of any kind with respect to this document. This document is not intended to constitute legal advice or opinion and should not be relied upon as such. Readers should consult the authorities in their respective jurisdictions.

B. Property tax expense – real and personal

C. Insurance expenses

D. Security expenses. As discussed below, propane has been included in the list of covered substances in the Department of Homeland Security's chemical security rules and some utility propane plants may be classified under this new rule. Additionally, some industrial plants or standby systems may also be classified under this new rule. In addition to traditional security measures taken by natural gas utilities and industrial plants, which may include fencing, cameras and security personnel, these new rules will likely increase costs, management time and hazard assessments for propane-air plants and industrial plants that are classified. The actual security measures DHS will require to be implemented on classified plants remain unknown, as do the costs for those measures.

E. Regulatory/code compliance. Codes are continually being updated and changed, requiring new policies and procedures to be implemented. As part of any evaluation, code compliance should be reviewed, especially if a plant is to remain in service and an evaluation has not been done in recent years. Code compliance should be reviewed on all acquired industrial plants prior to acquisition. Fire safety analysis and emergency response planning should be updated.² The basic code governing utility-owned propane-air plants in the United States is 40 CFR 192, specifically 192.11 which references NFPA 59 – 2004 edition - Utility LP-Gas Plant Code. Industrial and standby systems are governed by NFPA-58 – Liquefied Petroleum Gas Code.

1. 2011 Upgrades.

For any acquired industrial plant or standby system governed under NFPA 58, an acquiring utility will need to perform an assessment to make sure mandated upgrades have been completed. In 2001, the National Fire Protection Association amended NFPA 58 to require certain upgrades and retrofits to propane storage tanks in excess of 4,000 gallons. The industry was given ten years to complete the upgrades and retrofits. By July 1, 2011 all upgrades must be completed.³ Upgrade requirements include:

(a) Internal Valves: Internal valves must be installed on any container over 4,000 Gallons with an opening of 1 ¼" or greater.⁴ Automatic shutdown of internal valves in liquid service shall have thermal actuation within 5 feet of the internal valve.⁵

(b) Remote Shutdowns: At least one remote shutdown station for internal valves in liquid service must be installed not less than 25feet or more than 100feet from the liquid transfer point. This provision is retroactive to all internal valves required by code.⁶ Remote shutdowns must be identified by a sign incorporating the words Propane Emergency Valve Shutoff with letters not less than 2" in height.⁷

² The National Propane Gas Association provides a free Fire Safety Analysis Manual on its website to assist in the updating of a fire safety plan. See <http://www.npga.org/i4a/pages/index.cfm?pageid=962>.

³ Commonly known as "2011 Upgrades." NFPA 58, ch. 5.7.7.2 (2004 ed.).

⁴ See NFPA 58, ch. 5.7.7.2 (D) (2004 ed.)

⁵ Id. at ch. 5.7.7.2(H).

⁶ Id. at ch. 6.9.4.

⁷ Id. at ch. 6.9.5.

(c) Emergency Shutoff Valves: On new or existing installations, stationary container storage systems with an aggregate water capacity of more than 4,000 gallons utilizing a liquid transfer line that is 1 ½” or larger and a pressure equalizing vapor line that is 1 ¼” or larger must be equipped with emergency shutoff valves.⁸ When the flow is only into the container, a backflow check valve can be used in lieu of an emergency shutoff valve.⁹

(d) Hydrostatic Relief Valves: A hydrostatic relief valve must be installed between shutoff valves to relieve pressure that could develop from the trapped liquid.¹⁰

(e) Flexible Connectors: Flexible connectors must be installed no more than 5 feet from internal valves on a tank, and shall not exceed 36” in length.¹¹ Flexible connectors should be used where there is the need for, or the possibility of, greater relative movement between the points connected than is acceptable for rigid pipe.¹²

(f) Pressure Relief Valves: Pressure relief valves shall be plainly and permanently marked with the following:

- 1) The pressure in psig at which the valve is set to start-to-leak.
- 2) Rated relieving capacity in cubic feet per minute of air at 60 degrees F.
- 3) The manufacturer’s name and catalog number.¹³

Relief valve stacks shall be 7’ in length but not more than 8’ when assembled on the tank. Rain caps shall be installed upon the relief valve stack to prevent water from entering during construction. While these requirements have been in place for some time, many industrial and standby systems have not yet performed such upgrades and some are even unaware of the requirements.

2. Separation Distances.

NFPA 59 mandates minimum separation distances between various LPG systems and exposures. For storage tanks, minimum separation distances are required from other tanks, buildings, adjoining properties and other structures. While existing plants are grandfathered, some utilities are incorporating these distance requirements into plant upgrades in order to mitigate liability and ensure code compliance. For tanks with a water capacity of 30,001 to 70,000 gallons, the minimum separation distance from a non-refrigerated container to the nearest important building or groups of buildings not associated with the propane-air plant, or adjoining property that may be built upon is 75 feet. For tanks with a water capacity of 70,001 to 90,000 gallons, it is 100 feet; for 90,001 to 120,000 it is 125 feet and for 120,001 to 200,000 it is 200 feet. Propane vaporizers and most fuel transfer stations (truck or rail delivery) also require separation from each other and from other exposures. NFPA 59 currently limits banks of tanks at propane-air plants to no more than 6 vessels, irrespective of size, in a bank or row, and each bank or row must be separated by a minimum of 50 feet, unless the plant is equipped with a fire protection system.

3. Chemical Safety Rule.

⁸ Id. at 6.10.1.

⁹ Id. at 6.10.3.

¹⁰ Id. at 6.11.

¹¹ Id. at 6.8.7.2.

¹² Id. at A.3.3.26.

¹³ Id. at 5.7.2.8.

The newly adopted Homeland Security Chemical Facility Anti Terrorism Standards (“CFATS”), also known as the Chemical Safety Rule, applies to propane-air plants and storage facilities. In 2005 and 2006, in attempt to mitigate the risk of future terrorist attacks, the U.S. Secretary of Homeland Security identified the need for legislation authorizing the Department of Homeland Security (DHS) to develop and implement rules regulating the security of “high-risk” chemical facilities in the United States. With respect to propane and other explosive and flammable chemicals (known as “release-flammable chemicals”), the ultimate goal of the legislation is to prevent a situation in which a terrorist would have access to enough of the chemical to pose a threat to the surrounding community or any nearby public gathering places (schools, shopping, malls, etc.) if it were ignited or detonated. Another possible scenario that the legislation seeks to protect against is the theft or diversion of these types of chemicals for use in improvised explosive devices. In October 2006, Congress passed and the President signed the Department of Homeland Security Appropriations Act of 2007, which in Section 550 authorizes DHS to require high-risk chemical facilities to complete security vulnerability assessments, develop site security plans, and implement risk-based measures designed to satisfy DHS-defined risk-based performance standards. The Act also authorized DHS to enforce compliance with the security regulations, including conducting audits and inspections of high-risk facilities, imposing civil penalties of up to \$25,000 per day, and shutting down facilities that fail to comply with the regulations.

The Act gave DHS six months from the date the President signed the bill (i.e., until April 2007) to promulgate interim final regulations implementing this authority. DHS published an Advance Notice of Rulemaking (Advance Notice) on December 28, 2006, which invited public comments on DHS’ proposed rules. After considering those comments, DHS published an Interim Final Rule (IFR), titled the Chemical Facility Anti-Terrorism Standards (CFATS), on April 9, 2007. In response to the Advance Notice, DHS received a total of 106 public comments totaling more than 1,300 pages. Within the April 2007 IFR, DHS also included a public comment period specific to “Appendix A,” a proposed list containing the DHS chemicals of interest and their corresponding screening threshold quantities (STQ). The public comment period for Appendix A closed on May 9, 2007. DHS received approximately 4,300 comments, and almost 4,000 of those comments were related to issues surrounding propane.

Under the IFR, if a facility possesses a “chemical of interest” at or above the listed STQ, the facility must complete and submit a consequence assessment known as a Top-Screen.¹⁴ A facility was required to complete its Top Screen within 60 calendar days of the publication of a final Appendix A or within 60 calendar days of coming into possession of the listed chemicals at or above the listed STQs. The threshold quantity for propane facilities was revised in response to numerous comments from the propane industry and agricultural providers and is currently set at 60,000 pounds, which amounts to about 14,285 gallons of liquid propane. This requirement is markedly different from other release-flammable chemicals of interest, for which DHS set an STQ of 10,000 pounds. According to DHS, 60,000 pounds is the estimated maximum amount of propane possessed by nonindustrial users, which are deemed to be lesser threats than industrial users. Confusion arose regarding the mixture provision of the standard, which provides that if a release-flammable chemical of interest is present in a mixture in a concentration equal to or greater than 1%, the facility must count the entire amount of the mixture toward the STQ for that chemical of interest. DHS clarified this requirement to provide that the 1% release-flammable mixture provision does not apply to propane. Propane is defined under the standard as a product containing at least 87.5% propane. Thus, if a product contains at least 87.5% propane and 1% or more of another release-flammable chemical of interest, such as butane, that product remains propane and would be subject to the 60,000 pound STQ. The chemical mixture would be subject to the 10,000 pound STQ if it contained less than 87.5% propane and a release-flammable chemical of interest in an amount of 1% or

¹⁴ To register to use the CSAT Top-Screen, facilities should visit ww.dhs.gov/chemicalsecurity.

more. Almost all propane peak-shaving plants are covered under CFATS, as even a single 18,000 gallon water capacity tank filled to 85% capacity with liquid propane triggers the regulation.

Most Top-Screens have been completed and DHS has determined which facilities are considered “high risk,” and, for those deemed so, placed each facility in a ‘tiered’ risk category, e.g. with Tier 1 being the highest risk. Many facilities that filled out the Top-Screen are not being subject to further regulation under CFATS by DHS.

For those classified facilities, in May 2009, DHS issued a Risk-Based Performance Standards Guidance Document.¹⁵ The guidance document is intended to assist classified facilities in selecting and implementing appropriate protective measures and practices. The document does not create legal requirements for classified facilities, but is intended to convey examples of measures and practices that classified facilities may choose to consider as part of the overall strategy to meet the risk-based performance standards based on each facility’s individual circumstances, including tier level, security issues and risks, and physical and operating environments. Each classified facility is responsible for devising its own unique plan and submitting the plan to DHS for review and approval.

Depending on the unique needs of a classified facility, some increased security measures, and even the planning process itself, can be expensive. Most, if not all of these costs can be avoided through plant decommissioning. These costs must be balanced against the need for additional supply; however, utilities should be asking whether supply can be procured from another, potentially cheaper source. For instance, it may be possible to procure needed peak-shaving supply from a neighboring LDC, either from that LDC’s own propane-air peak-shaving plant, cavern storage or from LNG facilities. Decommissioning should be evaluated in any cost comparison, especially for plants that are only rarely used.

II. Evaluation – Benefits

A. Real Estate Value.

The second step after analyzing the true costs of peak-shaving and determining potential areas for cost avoidance is to evaluate the potential benefits from decommissioning. This includes establishing the value of the real estate on which the plant currently sits. As many of these plants are older and neighborhoods have grown up around them, the real estate value may have appreciated significantly. The market value of the real estate is most likely significantly greater than the book value. Many utilities also have earnings sharing mechanisms approved by their respective public utility commissions whereby shareholders may share in the profits associated with real estate sales. Creative mechanisms also exist whereby unregulated subsidiaries and affiliates that hold peak-shaving facilities may engage in transactions that do not trigger ratepayer concerns. Some utilities have opted for land donations, below-market sales to non-profits or for open space preservation and passive recreation as a public relations measure.

Decommissioning presents not only the opportunity to realize operating savings, but also to turn inactive and underutilized assets into cash and reduce liability exposure and insurance costs. Peak shaving needs may also be procured through outsourcing, potentially through a sale/lease-back of plant assets, which absolves the utility from costs and risks while maintaining the strategic resource. If it is determined that decommissioning is the best available option, full plant purchase options are an opportunity to negate decommissioning costs.

¹⁵ The guidance document can be found at http://www.dhs.gov/xlibrary/assets/chemsec_cfats_riskbased_performance_standards.pdf.

III. Evaluation – Risk Assessment

Maintaining and/or decommissioning a propane-air plant or industrial or standby system raises many issues of risk and/or potential liability, including odorant fade, BLEVE, and environmental risks. These factors have been the base of much litigation, often resulting in substantial verdicts and settlements. A review of relevant case law seems to indicate that accidents and litigation often involves some work on or entry to the plant by a third party. Plant owners should review contractor safety qualifications and insurance very carefully and supervise closely all work done at the plant to minimize such risks.

A. Odorant Fade.

One of the most commonly litigated risks is odorant fade. While most of this litigation centers on propane wholesalers or retailers, there is definitive risk to a utility plant that is being decommissioned and selling its remaining liquid propane to a wholesaler or retailer. In instances where propane from a peak-shaving plant or standby system is sold and is not tested or re-odorized, or appropriate records are not kept, liability can flow back to the utility or plant owner. In some cases, the utility or industrial plant owner will be the “deep pocket” and a target for plaintiff’s lawyers if it can be shown that unodorized propane was sold to a wholesaler or retailer.

In a natural state, propane and natural gas have no odor, taste, or color. An odorizing agent is added to the gas in order to warn consumers of a leak. The odorant in propane is ethyl mercaptan, a sulfur-based compound that gives propane a distinctive rotten-egg smell.

The properties of propane are much different than those of natural gas. Propane has 2.5 times more energy per cubic foot than natural gas. Propane is heavier than air, while natural gas is lighter than air. Propane, like natural gas, can lose its odor. However, while natural gas will tend to rise into the atmosphere and disperse, propane sinks to the ground and is prone to collect in low areas and enclosed spaces. Propane behaves more like water, hugging the ground and flowing downhill toward the lowest spot it can find, such as a basement, cellar, crawl space or utility room. Propane can even flow underground if leaked from buried pipes. Like water, propane can seep through a foundation into the space beneath a home or business. It has a propensity to accumulate and pool. When mixed in the proper proportion with air, propane is highly explosive. Propane explosions can be very powerful, causing severe structural damage and in many cases completely leveling a building. Fatalities and severe injuries are common. All of these facts tend toward a plethora of litigation at any time an explosion or fire occurs. Litigation is also often accompanied by claims of odorant fade and, although the genesis of a specific delivery of propane cannot be traced with any particularity, if a utility or standby system has sold a load of unodorized propane, there is a likelihood that it will be named in a lawsuit.

The odor of propane may be diminished or absent under a variety of conditions. Research shows that the mercaptan can chemically react and be absorbed by other materials, significantly reducing the level of odorant in the gas. The presence of air, water or rust inside a tank or cylinder can cause odorant fade. Mercaptan chemically reacts with steel and rust in tanks and fuel lines and bonds with refinery dust and mill scale that can be present in tanks, neutralizing the odorant over a period of time. Often odorant fade occurs in tanks that are new or have not been used continuously. Standby systems and peak-shaving plants are inherently rarely used, which is often the reason for considering decommissioning.

As stated, the risks of odorant fade litigation against an NFPA 59 plant owner arise mainly when propane is removed or sold from a peak-shaving plant, either in preparation for decommissioning or

simply for sale into the market.¹⁶ The recent rise in the number of accidents and explosions, coupled with the substantial size of verdicts and settlements has caused odorant fade to become a specialty of some plaintiff law firms. For example:

- In Iowa, 7 family members were killed and 8 injured at a family reunion after a propane leak caused an explosion in the family home. Odorant fade was a large basis of the litigation and the settlement was in excess of \$20 million. Family and friends of the victims are actively advocating for the removal of propane from all residential zones. (Encroachment has become a problem for many peak-shaving facilities. Encroachment is the result of residential neighborhoods growing up around peak-shaving plants that were formerly in isolated or rural zones).

- A propane explosion resulting from a leak killed an infant child and its mother, who apparently did not smell the leak. The settlement was \$11 million.

- One Michigan law firm alone handled the following cases:

- Wrongful death of mother, father, and two young children due to leaking propane gas in a home on a hog farm. \$14.1 million dollar verdict.

- 7 year-old boy suffered burns in a propane explosion. \$4.5 million dollar settlement during litigation.

- Propane leak and fire with burn injuries to three occupants. \$2.005 million dollar settlement.

Odorant fade is taken very seriously by most industry participants and regulators and plant owners must be vigilant in ensuring odorant testing, reodorization and proper documentation of such tests and odorant levels any time propane is sold or transferred from the plant. Detailed logs of testing and reodorization should be maintained for at least as long as the applicable statute of limitations for filing suit, if not longer.

B. BLEVE.

Boiling Liquid Expanding Vapor Explosions, or BLEVEs, are the types of accidents that always make front page news. A BLEVE results from the rupture of a pressurized vessel containing a liquid substantially above its atmospheric boiling point. In propane peak-shaving plants, propane is stored partly in liquid form, with the gaseous propane vapors filling the remainder of the container.¹⁷ Rupture of a vessel can occur from an impact, an external fire near the vessel causing heating of the propane and pressure build-up, or from corrosion or failure under pressure. Once a vessel is ruptured, the vapor rapidly leaks, lowering the pressure inside the vessel. A sudden drop in pressure inside the vessel causes violent boiling of the liquid propane, which creates large amounts of vapor at extremely high pressure. This wave of pressure in turn causes an explosion, which in most cases can completely destroy the storage vessel and project steel fragments over the surrounding area. The resulting cloud of the propane vapor will ignite after the BLEVE has occurred, forming a fireball and possibly a fuel-air explosion, sometimes

¹⁶ During the end of the winter heating season in 2009 a propane shortage affected the Northeast, causing some utilities to take advantage of the high market prices and sell some propane from peak-shaving plants into the market.

¹⁷ To allow for expansion of liquid propane, tanks are never filled to 100% capacity. At 60 degrees F, the maximum filling density is approximately 85%. Thus a tank with 30,000 gallons water capacity will provide approximately 25,500 gallons of liquid propane storage.

referred to as a vapor cloud explosion. The greatest number of deaths and injuries and highest value property damage, and thus the largest lawsuit recoveries, typically occur with BLEVEs.

Notable propane BLEVEs include:

- 1972 – Lowell Gas Company, Massachusetts. A tanker truck setting up to unload backed over a pipe. The vapor cloud was ignited by the pilot light on the vaporizer at the plant. One person died and 18 were injured. This was a utility-owned plant where the BLEVE was caused by a third party contractor on the site.

- 1984 – San Juanico, Mexico. A water hammer damaged a feed pipe at an LPG terminal, causing a vapor cloud to drift toward a ground flare. 14 vessels BLEVEd over a 5 hour period. 550 people were killed, 2000 people were severely burned and 7,231 people were classified as injured. Projectiles from the BLEVEd tanks traveled as far as 1200 meters into surrounding neighborhoods.

- 1998 – Herrig Brothers, Iowa. Two teens riding on an ATV trespassing on the property hit propane piping causing a BLEVE. Two firefighters were killed. This installation was governed by NFPA 58. Again, this instance was caused by a third party on the property and could have been prevented with better security.

- 2008 – Sunrise Propane, Toronto, Canada. The cause of this BLEVE is still officially undetermined. Two were killed, hundreds injured. The BLEVE scattered asbestos across homes in the area, rendering 100 homes uninhabitable.

C. Environmental Risks.

Propane-air plants have a host of environmentally sensitive chemicals that pose risks to their owners. Potentially dangerous substances commonly found at propane-air plants include ethylene glycol, lead-based paint, asbestos, and mercury. As demonstrated above, environmental issues can be triggered by BLEVEs (such as the scattering of asbestos, as happened in Toronto which can be contained in the utility buildings at the plants). However, environmental incidents are more likely to occur in the decommissioning process, especially where tanks must be excavated. Underground tanks of older vintage almost always have asbestos and/or lead paint in the tank coatings which can be scraped or come loose in the excavation process, contaminating soil and groundwater. Mercury switches must also be carefully dismantled and disposed of in accordance with stringent regulations.

The PCB Mega Rule¹⁸ is applicable to some propane-air plants, and is sometimes overlooked in the decommissioning process. The PCB Mega Rule sets requirements governing the abandonment of gas piping upon decommissioning of the plant or the appropriate removal and disposal of the piping. Residual PCBs are present in some natural gas transmission and distribution piping and equipment for a variety of reasons including the former use of PCB-containing compressor lubricants and valve grease in some systems and the reported use of PCB-containing oils to intentionally wet components in older lines. PCBs are predominantly a concern in propane-air plants where a natural gas pad was maintained on the tank for moving the liquid propane. The federal Environmental Protection Agency (EPA) does allow the abandonment of buried gas pipe. However, there are specific steps that must be followed to ensure that the risk of future contamination to the ground and water is minimized. EPA requires that (a) no free liquids remain in the pipe and (b) the pipe will not be excavated at some future date and used in a manner that would result in increased human health risk (such as to convey water). In order to meet the

¹⁸ See 40 CFR Parts 750, 761.

requirements of the PCB Mega Rule for abandoning pipe in place when decommissioning a propane-air plant, gas utilities must ensure that their contractors:

- Drain all pipe of all free-flowing liquid.
- Cap any PCB-contaminated pipe at both ends.
- Seal any pipe containing PCBs at any concentration at both ends after the pipe is either (a) flushed with solvent (with 95% of the solvent recovered), and the last flush contains <50 ppm PCB; (b) the pipe is filled with at least 50% by volume of grout; or (c) the pipe is decontaminated according to EPA's decontamination standards¹⁹ or using a permitted treatment process.
- Seal pipe less than or equal to 4 inches in diameter at both ends and either (a) include in a public service notification program, or (b) fill with at least 50% by volume with grout.

Use of permitted cleaning systems is no longer required for piping, provided that these procedures are followed. It is reasonable to assume that any hardening material that renders the pipe useless if excavated would be acceptable. Use of fly ash cement, for example, is acceptable. The only noted exception is the filling of river or stream crossings with cement only, presumably to minimize leaching or deterioration if the pipe decays.

Utilities or contractors wanting to remove pipe for disposal or salvage may do so subject to specific requirements. Drained gas pipe may be disposed of in a licensed municipal landfill, non-municipal non-hazardous waste landfill, hazardous waste/TSCA landfill, or may be smelted. For any other disposal use or method, the pipe must be decontaminated to EPA standards.

Plant decommissioning must also be done in accordance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the National Ambient Air Quality Standards (NAAQS). NESHAP governs air pollutants not covered by NAAQS that the EPA has found may cause an increase in fatalities or in serious, irreversible or incapacitating illness. The standards for a particular source category require the maximum degree of emission reduction that EPA determines to be achievable, which is commonly known as the Maximum Achievable Control Technology (MACT).²⁰ Asbestos and ethylene glycol, commonly found in propane-air plants, are regulated by the EPA as hazardous air pollutants under the MACT standards. NAAQS apply to outdoor air throughout the country. Primary standards are designed to protect human health, with an adequate margin of safety and are targeted toward sensitive populations such as children, the elderly, and individuals suffering from respiratory disease. Secondary standards are designed to protect the public welfare from known or anticipated adverse effects of a particular pollutant and are targeted toward building facades, visibility, crops and domestic animals. Lead, sometimes found in tank coatings, is regulated under both NAAQS primary and secondary standards.²¹

Decommissioning a plant in some cases should also be done with an eye toward CERCLA²² compliance. To avoid potential future liability, Phase I and, if necessary Phase II environmental assessments should be completed before and after tank removal. Documentation of all soil and groundwater samples should be maintained.

¹⁹ 40 CFR 761.79.

²⁰ See Section 112 of the Clean Air Act and accompanying regulations, found at 40 CFR Parts 61 and 63.

²¹ See 40 CFR 50.12.

²² The Comprehensive Environmental Response, Compensation and Liability Act of 1980. 42 U.S.C. § 9601 *et seq.*

D. Transportation Issues

The transportation of large ASME pressurized vessels, such as those removed from propane-air plants, presents unique logistical and regulatory issues. Utilities should familiarize themselves with the transportation process and requirements and ensure that contractors are duly qualified and experienced with such loads. Transportation of these tanks, known as “oversized loads” and “superloads” can require specialized roadway engineering, permits and often state police escorts.

Generally, the defining characteristic for a superload, as opposed to an oversized load is weight, but certainly length, width and height are also factors. A superload traveling by truck is first defined by the respective state Department of Transportation through which it is traveling. Unfortunately, every state is different. The lead time for permits is usually a minimum of 10 days but in some states the minimum can be 8 to 10 weeks. These permit lead times do not include the time necessary to conduct a route survey, which is necessary to determine whether the load can fit under bridges and overpasses or travel across culverts and bridges. Special considerations often arise on a state-by-state basis. For example, in Kansas, there are many underground mines which must be considered when planning to travel over the road with more than a 100,000 pound cargo.

Each respective state Department of Transportation has the final authority over how the load will be transported, over what route, at what times, at what speed and how many accessory vehicles the transportation company will need for the job (escorts, pole cars, police, utility companies, etc.). A 10-axle superload in one state might require 12 axles in another state, so even the dollies and equipment used must conform to the most restrictive state through which the tanks will travel or modifications will be required along the way.

The State of Pennsylvania, for example, defines a superload as “[a] vehicle or combination or load having a gross weight exceeding 201,000 pounds, a total length exceeding 160 feet, or a total width exceeding 16 feet; except that the following shall not be considered a superload:

- (i) A building moved under § 179.11(b) (relating to special vehicle load restrictions).
- (ii) A vehicle or combination moved across the highway under sections 4965 or 4966 of the act (relating to single permits for multiple highway crossings and permit for movement of quarry equipment).
- (iii) A dragline moved across the highway under the permit.”²³

Conversely, the State of Maryland defines a superload using the same width, but defines the weight of a super load as “ 2) ‘Excessive size’ means an overall dimension of 16 feet or more in height, 16 feet or more in width, or 100 feet or more in length. 3) ‘Excessive weight’ means a gross vehicle weight exceeding 60 tons (120,000 pounds). ”²⁴

Thus, a tank that may be a simple oversized load in Pennsylvania becomes a superload in Maryland requiring a police escort. And, if the tank is larger than 12' wide, it may only be moved through Maryland on Saturdays between the hours of 9 a.m. and noon. Further, if the tank has not been completely purged or contains any residual propane, it must be transported under applicable HAZMAT regulations. In selecting a contractor for transportation, keep in mind that not every heavy haul

²³ 75 Pa.C.S. § 179.1.

²⁴ COMAR 11.04.03.01.01(2) and (3).

transporter is also a HAZMAT-licensed carrier and not every HAZMAT-licensed carrier is a specialized heavy haul transporter.

IV. The Decommissioning Process.

Once a utility has determined to decommission a propane-air plant, it must select a vendor. Few utilities have the in-house expertise or manpower to perform a decommissioning. However, prior to selecting a contractor, it is important to understand the decommissioning process. First, any remaining liquid propane must be removed from the system and storage tanks. At the time of removal, odorant levels in the remaining propane should be tested and the propane should be reodorized before transport, if necessary. After removal, any remaining propane that cannot be removed must be flared and, once the flare will no longer burn, the system must be purged of residual vapors. Purging is typically done with either nitrogen or air. Once the tanks have been completely purged, the tanks are excavated (if mounded or underground). The contractor should verify that all data plates are legible and intact, otherwise the tanks may have to be recertified, if possible, before being resold or reused for pressurized service.²⁵

After excavation, the tanks, vaporizers, compressors and other equipment will be dismantled and prepared for transport. All piping will be cut and capped, typically 6 inches below grade unless specified otherwise. Hazardous materials, including ethylene glycol and mercury switches, if any, will be collected and properly disposed of. Appropriate cranes and rigging will be used to lift the tanks from their piers and onto trucks for transport. Concrete piers will be demolished and the entire site regraded, either using existing materials or clean fill, depending on the requirements of the project.

On some occasions, a contractor may have presold the tanks and the ultimate customer may require modifications to be made to the tanks (additional valves, flanges, etc.) In such cases, the contractor may desire to perform the work on the utility's property before the tanks are transported. Any modifications made to ASME pressure vessels must be performed by a certified R-stamp contractor and all safety precautions concerning hot work, confined space entry, etc. must be followed.

A. Selecting a Contractor

Probably the two most important issues in ensuring a safe, accident-free decommissioning process are the selection of the contractor and the scope of the work. Turnkey projects are often better

²⁵ A note on data plates: The true value in a decommissioning project for the contractor is the value of the tanks as reusable assets. However, the tanks are only suitable for pressurized service if they meet ASME and NBIC Code, typically demonstrated through the data plate attached to the tank at the time of manufacture. Data plates cannot simply be attached or reattached to tanks if they are missing or fall off. When the stamping on a pressure vessel becomes indistinct or the data plate is lost, illegible or detached, but traceability to the original pressure vessel is still possible, a National Board Commissioned Inspector will instruct the owner or user to have the stamped data plate replaced. All restamping must be done in accordance with the original code of construction. Requests for permission to restamp or replace nameplates must be made to the jurisdiction in which the pressure vessel is installed. Application must be made on the "Replacement of Stamped Data" Form NB-136 (NBIC Appendix 5). Proof of the original stamping and other such data as is available must be furnished with the NB-136 request. The restamping or replacement of data plates must be witnessed by a National Board Commissioned Inspector and must be identical to the original stamping. ASME Code items cannot be restamped with the ASME code symbol. Form NB-136 must be filed with the jurisdiction or the National Board by the owner or user together with a facsimile of the stamping or nameplate as applied and the form must also bear the signature of the National Board Commissioned Inspector who witnessed the replacement. NB-136 can be a time consuming and expensive process. **NB-136 recertification is never guaranteed and is only granted in the discretion of the National Board Commissioned Inspector.** The NBIC Code requires that, to recertify a tank, the Inspector must have irrefutable evidence of traceability.

than piecemeal projects for a number of reasons. In a turnkey project, one general contractor is responsible for the entire decommissioning process, from cradle to grave. This includes the purging, flaring, dismantling, excavation, scrap removal, environmental remediation, and transportation of the tanks and other salvageable equipment. The turnkey contractor should accept full liability and indemnify the utility from the date of contract signing through completion. With a piecemeal project (i.e., different contractors chosen for different portions of the project), the utility must spend a great deal more management time on the project and liability is not always clear. If a project is going to be performed piecemeal, the roles and responsibilities of each contractor must be clearly defined.

Contractor selection plays a critical role in ensuring a safe decommissioning. Propane-air plant decommissioning is a highly specialized, extremely complex undertaking that cannot be performed by any general contractor or demolition company. Contractor candidates should demonstrate familiarity with the process, including all applicable local, state and federal laws and regulations, including:

- Flaring/purging:
 - NFPA 59
 - AGA
 - US DOT Pipeline and Hazardous Materials Safety Administration²⁶
 - State Public Utility Control Authority
 - State and Local Fire Marshal
 - OSHA²⁷
 - Reodorization of any propane removed
 - Drug/Alcohol Testing
- Excavation
 - Local Land Use (Zoning, Wetlands)
 - OSHA
- Environmental
 - PCB Mega Rule
 - CERCLA
 - NESHAP/NAAQS
 - State DEP Requirements
- Tank Recertification
 - ASME
 - NB 136
 - R-Stamp
- Transportation
 - Federal DOT
 - State Superload and Oversized Load Requirements
 - State Police Escort Requirements

²⁶ 49 CFR 192.

²⁷ While AGA flaring/purging guidelines recommend purging to 85% LEL, if cutting torches are to be used to dismantle the tanks or other hot work performed, OSHA requires that the tanks be free of liquid and vapor. See 29 CFR 1910.110(b)(17)(v) (“Open flames (except as provided for in paragraph (b)(11) of this section), cutting or welding, portable electric tools, and extension lights capable of igniting LP-Gas, shall not be permitted within classified areas specified in Table H-28 unless the LP-Gas facilities have been freed of all liquid and vapor, or special precautions observed under carefully controlled conditions.”)

- HAZMAT regulations

Other requirements may be applicable, depending on the requirements of the particular utility and jurisdiction, including, but not limited to, American Petroleum Institute (API) guidelines, American Society of Civil Engineers (ACSE), American Society for Testing and Materials (ASTM), Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. (MSS), Plastics Pipe Institute, Inc. (PPI), NACE International, and Gas Technology Institute (GTI).

Contractors should be required to provide references from multiple similar decommissioning projects performed, including documentation of all appropriate permits, authorizations and the process utilized. Contractors should demonstrate that contractor personnel and subcontractors are appropriately trained and hold all necessary certifications, including but not limited to OSHA (10 hour and 40 hour), HAZWOPER, NFPA Fire Safety Training, use and proper operation of combustible gas indicators, heavy haul/HAZMAT transportation licensing, crane operation, and confined space entry, among others. Proposed on-site personnel should be identified and vetted by the utility.

B. Insurance and Bonding.

Insurance is an important consideration in any project, but especially for a propane-air plant decommissioning. Contractors should be required to provide, in addition to general liability, worker's compensation and automobile liability insurance and pollution liability insurance on an occurrence basis in sufficient amounts to protect the utility. Contractors should be vetted to determine how many claims have been made under their insurance for similar projects and how much litigation resulted from the performance of similar projects.

Some form of assurance of job completion should be required by the utility, such as a performance or payment bond. In some cases, unscrupulous contractors have removed the tanks (which carry the highest salvage value within the project) and then left the jobsite, failing to remove the remaining parts and equipment, complete demolition of concrete piers, clean up or remediate any environmental issues or restore the site as required.

C. Documentation.

A site specific health and safety plan must be developed by the proposed contractor and submitted for review to demonstrate familiarity with the hazards present on the job site.²⁸ MSDS sheets must be provided for all materials to be used or encountered at the site. Proposed contractors should identify the make and model of combustible gas indicators to be used and should detail the proper use in a written plan.²⁹ Sampling points should be identified in the plan and reviewed by the utility.

The contract should require the selected vendor to maintain documentation for the project for a specified period of time, including chain of custody documentation for hazardous materials, CGI readings, superload permits and weight slips, and odorization logs and provide copies to the utility.

²⁸ OSHA requires a site specific HASP be developed prior to commencing work at any site containing hazardous materials. See 29 CFR 1926.65(a)(1)(i); (a)(2)(ii). The HASP should take into consideration OSHA requirements contained in 29 CFR 1910.119, at a minimum.

²⁹ Some models of CGI are designed to work in an oxygen-free atmosphere, such as with nitrogen purging, some are not. Instances have been recorded where a tank was certified as inert, but because the wrong model CGI was used the tank was actually still "hot".

V. **Conclusion.**

In many cases, the costs of maintaining propane-air plants for peak shaving outweigh the benefits of the very few times they are used. In those cases, an analysis of the benefits of decommissioning should be performed. Propane-air plants provide the potential for a utility to realize revenue from a little-used asset. However, the decommissioning process is a complex and specialized undertaking that requires extraordinary planning and care. With the right process and contractor, it can be done quickly and efficiently, with little to no impact on operations. If your utility is considering decommissioning a propane air-plant or bulk storage facility, or if you are simply considering upgrading your plant, contact Total Energy at 1-800-682-0181. Total Energy provides free plant assessments and can perform plant modernization, upgrades, code compliance assessments, and full turnkey decommissionings.



"ENERGY PRODUCTS & SERVICES WORLDWIDE"

SECTION 6

TOTAL ENERGY'S CERTIFICATE OF INSURANCE

RECEIVED
AUG 05 2020

BID FORM

CITY OF LAS VEGAS
PURCHASING DEPT.

2130
8

PROJECT IDENTIFICATION: REBID – Peak Shaving Plant Demo

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with or has obtained information about the site and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to the City)					
1	Purchase and remove existing inventory of propane.	GAL	25,000	\$.10	\$ 2,500.00
2	Purchase equipment from City of Las Vegas (see next page).	LS	1	\$ 2,500.00	\$ 2,500.00
PURCHASE AMOUNT ITEMS 1 – 2 (Exclusive of NMGR)T					\$ 5,000.00
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade.	LS	1	\$ 15,000.00	\$ 15,000.00
4	Mobilization, Insurance, and Bonds.	LS	1	\$ 12,500.00	\$ 12,500.00
5	Demobilization and Submittal of all Closeout Documents.	LS	1	\$ 5,000.00	\$ 5,000.00
BID AMOUNT ITEMS 3 – 5 (Exclusive of NMGR)T					\$ 32,500.00

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount. If negative, that is the purchase amount the City will receive from the contractor) \$37,500.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The above unit prices shall include all labor, demolition, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the removal of the several kinds called for.

LIST OF EQUIPMENT TO PURCHASE FROM THE CITY OF LAS VEGAS

STORAGE TANKS:

- TANK 1 – Manufacturer: Chicago Bridge & Iron, Chicago, Illinois
 Tank volume: 18,000 gallons
 Serial #: C-585
 Mfg date: 1944
 Max w.p.: 220
 Max temp: -
 National Board #: 474

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

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PURCHASE AMOUNT ITEMS 1 TO 2 Exclusive of New Mexico Gross Receipts Tax				\$	<u>5,000.00</u>
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade	LS	1	\$15,000.00	\$ 15,000.00
4	Mobilization, Insurance, and Bonds	LS	1	\$ 12,500.00	\$ 12,500.00
5	Demobilization and Submittal of all Closeout Documents	LS	1	\$ 5,000.00	\$ 5,000.00
BID AMOUNT ITEMS 3 TO 5 Exclusive of New Mexico Gross Receipts Tax				\$	<u>32,500.00</u>

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount, if negative, that is the purchase amount the City will receive from the contractor) \$ 37,500.00

NOTE:



Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

**BID BOND
(NEW MEXICO)**

Bond No. CNB-37046-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Removal of 18,000 Gallon Tanks, and other materials, removed of three 18,000 gallon tanks, one 30,000 gallon tank

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability heron if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 5th day of August, 2020.

Principal:
Hays Plumbing & Heating, Inc
(Seal)
By: Gordon Hays
(title) Gordon Hays, President

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: Joseph A. Menicucci
Joseph A. Menicucci, Attorney-in-Fact



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37046-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Joseph A. Menicucci of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

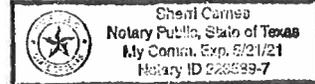
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnea
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 5th day of August, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Hays Plumbing & Heating, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): _____

By: Gordon Hays
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President
(CORPORATE SEAL)

Attest Randy Hays
Randy Hays, Treasurer

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By: Jason Dale
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: Donna Hays
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 600 Railroad Avenue, Las Vegas, NM 87701

Phone No. 505.425.7535 Fax No. _____

E-mail hays_plumbing@hotmail.com

SUBMITTED on August 05, 2020 .

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98

New Mexico Department of Workforce Solutions Registration Number 00236972011209

Federal Identification Number (FEIN #) 85-0168958

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

Certificate of Contractor Registration



This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/11/2019 Registration Number: 002369720111209

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC

DBA: HAYS PLUMBING & HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **14-Feb-2021**

Certificate Number:

L0517511984



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING, INC

LICENSE NUMBER

8243

Qualifying Party(S)

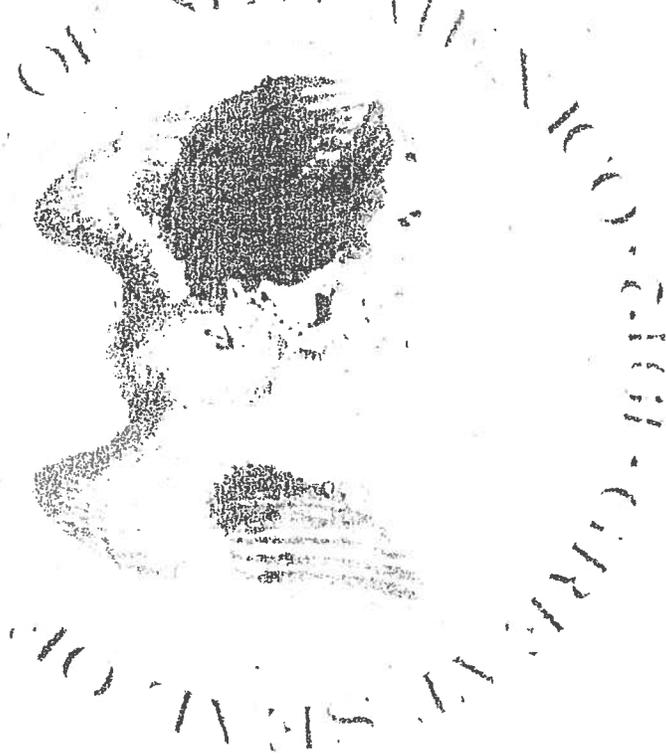
HAYS RANDY
HAYS RANDY
DALE JASON OLE
HAYS HOWARD L.

EXPIRES

08/31/2021

CLASSIFICATION(S)

EL01, ES03, ES04, ES05
ES06, GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98, MM98



Alfonso Romero

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

BIDDER INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Avenue, Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER (_____) _____

DELIVERY: 600 Railroad Avenue, Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0517511984

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): PEAK SHAVING PLANT DEMO

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel } ss

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

Gordon Hays
Signature

Subscribed and sworn to before me, this 5th day of August, 2020.

[Signature]
Notary Public Signature

(SEAL)

OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico
My Commission Expires 4/16/23

My Commission Expires: 4/16/2023

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

Final inspection and acceptance will be made at the City's 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958
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 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): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

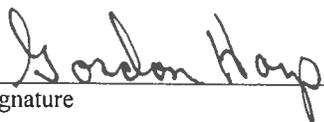
Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

08/05/2020

Date

President

Title (Position)

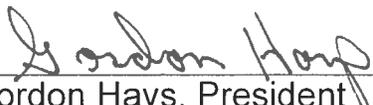
Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:



Gordon Hays, President

Date: 08/05/2020

Duplicate, complete, and submit additional sheets as required.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

RECEIVED
AUG 09 2020
CITY OF LAS VEGAS
PURCHASING DEPT

BIDDER (Name and Address): Rocky Road Gravel Products, LLC
PO Box 1405
Las Vegas, NM 87701

SURETY (Name, and Address of Principal Place of Business): Argonaut Insurance Company
c/o CMGIA - 20335 Ventura Blvd., Ste. 426
Woodland Hills, CA 91364

OWNER (Name and Address): City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

BID

Bid Due Date: 08/05/2020

Description (Project Name— Include Location): Rebid - Peak Shaving Plant Demo

1700 N. Grand Avenue., Las Vegas, NM 87701

BOND

Bond Number: CMGB00008192

Date: 08/04/2020

Penal sum Five Percent of their Greatest Amount Bid \$ 5% of their G.A.B.
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Rocky Road Gravel Products, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Oren Mathews

Print Name

Owner

Title

Attest:

Berna Chavez
Signature

Office Manager
Title

SURETY

Argonaut Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Stephanie Hope Shear

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Gabriella Grady, Underwriter
Title

Bond No.: CMGB00008192

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Muebs

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of August, 2020.



James Bluzard, Vice President-Surety

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): PEAK SHAVING PLANT DEMO

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to City)					
1	Purchase and remove existing inventory of propane.	GAL	25,000	\$ 0	\$ 0
2	Purchase equipment from City of Las Vegas (SEE NEXT PAGE).	LS	1	\$ 0	\$ 0
PURCHASE AMOUNT ITEMS 1 TO 2 Exclusive of New Mexico Gross Receipts Tax \$ _____					
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade	LS	1	\$ 16500 ⁰⁰	\$ 16500 ⁰⁰
4	Mobilization, Insurance, and Bonds	LS	1	\$ 4500 ⁰⁰	\$ 4500 ⁰⁰
5	Demobilization and Submittal of all Closeout Documents	LS	1	\$ 4000 ⁰⁰	\$ 4000 ⁰⁰
BID AMOUNT ITEMS 3 TO 5 Exclusive of New Mexico Gross Receipts Tax \$ 25000 ⁰⁰					

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount, if negative, that is the purchase amount the City will receive from the contractor) \$ 25000⁰⁰

NOTE: *The City is to pay Rocky Road*
25000.00

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Items to be Purchased by Contractor (Amounts to be paid to the City)					
1	Purchase and remove existing inventory of propane.	GAL	25,000	\$ 0	\$ 0
2	Purchase equipment from City of Las Vegas (see next page).	LS	1	\$ 0	\$ 0
PURCHASE AMOUNT ITEMS 1 – 2 (Exclusive of NMGR) \$					
Other Project Construction Requirements					
3	Remove concrete saddles, remove concrete as shown on plans to 1' below grade.	LS	1	\$ 16500 ⁰⁰	\$ 16500 ⁰⁰
4	Mobilization, Insurance, and Bonds.	LS	1	\$ 4500 ⁰⁰	\$ 4500 ⁰⁰
5	Demobilization and Submittal of all Closeout Documents.	LS	1	\$ 4000 ⁰⁰	\$ 4000 ⁰⁰
BID AMOUNT ITEMS 3 – 5 (Exclusive of NMGR) \$ 25000 ⁰⁰					

TOTAL BID AMOUNT Exclusive of New Mexico Gross Receipts Tax (bid amount less purchase amount. If negative, that is the purchase amount the City will receive from the contractor) \$ 25000⁰⁰

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The above unit prices shall include all labor, demolition, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the removal of the several kinds called for.

LIST OF EQUIPMENT TO PURCHASE FROM THE CITY OF LAS VEGAS

STORAGE TANKS:

- TANK 1 – Manufacturer: Chicago Bridge & Iron, Chicago, Illinois
 Tank volume: 18,000 gallons
 Serial #: C-585
 Mfg date: 1944
 Max w.p.: 220
 Max temp: -
 National Board #: 474

STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best 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.

TIMETABLE

Bid 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: Aug 5, 2020; 2:30 p.m.; 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 _____, 2020. 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 the submitted Bid.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include 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 connection with the submitted bid.

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., Aug 5, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PEAK SHAVING PLANT DEMO

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Molzen Corbin, 2701 Miles Rd. SE Albuquerque, NM 87106 phone 505-242-5700

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **PEAK SHAVING PLANT DEMO** Opening No. 2021-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

William Taylor
William Taylor, City Manager

Scott Aaron
Scott Aaron, City Attorney

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Dominic Chavez
Dominic Chavez, Interim Finance Director

Helen Vigil
Helen Vigil, Purchasing Director

Opening No. 2021-03

Date Issued: 7/13/2020

Published: LAS VEGAS OPTIC 7/17/ 2020
ALBUQUERQUE JOURNAL 7/17/ 2020
www.lasvegasnm.gov 7/17/ 2020

BIDDER INFORMATION

OFFEROR: Rocky Road Gravel & Well Drilling LLC

AUTHORIZED AGENT: Oren Mathews

ADDRESS: P.O. Box 1405 Las Vegas N.M. 87701

TELEPHONE NUMBER (505) 425-6051

FAX NUMBER (505) ~~999~~ - 454-9877

DELIVERY: Hand

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 82303

BID ITEM (S): **PEAK SHAVING PLANT DEMO**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

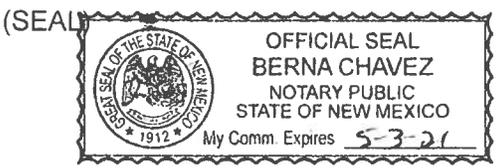
COUNTY OF San Miguel }

} ss

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

[Signature]
Signature

Subscribed and sworn to before me, this 5th day of August, 2020.



[Signature]
Notary Public Signature

My Commission Expires: May 3, 2021

9.02 Contractor License Information:

New Mexico Contractor's License Number 82303

License Classifications mm1-mm2 mm3. G#01- GFB and 9 GB98

New Mexico Department of Workforce Solutions Registration Number 002531920120928

Federal Identification Number (FEIN #) 85-0341087

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? No

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

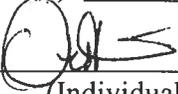
ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An LLC
~~An Individual~~

Name (typed or printed): Oven Matthews

By: 
(Individual's signature)

Doing business as: Rocky Road Gravel & Well Drilling LLC

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

Final inspection and acceptance will be made at the City's 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 they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0341087
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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-171717-00-9

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 1405 Las Vegas N.M 87701

Phone No. 505-425-6051 Fax No. 505-454-9877

E-mail rrgrove184@gmail.com

SUBMITTED on Aug 4th, 2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that 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 five (5) 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 provision 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, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

BID PROTESTS

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: none
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

[Signature]
Signature

Aug 5 - 2020
Date

Owner
Title (Position)

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

None

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____
Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

None

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____ *None*
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____ *None*
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

[Handwritten Signature]

Date: *Aug 5 - 2020*

Duplicate, complete, and submit additional sheets as required.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/28/2020

DEPT: Executive

MEETING DATE: 10/14/2020

ITEM/TOPIC: Resolution restructuring the City of Las Vegas Organizational Chart.

ACTION REQUESTED OF COUNCIL: Approval of Resolution No. 20-59 repealing and replacing Resolution 14-48, Restructuring of the City of Las Vegas Organizational Chart.

BACKGROUND/RATIONALE: As per the Municipal City Charter, Section 5.07. Departments.
A. Subject to approval of the Governing Body, the city manager shall establish such departments as are necessary for efficient administration of the City.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-59

A RESOLUTION OF THE CITY OF LAS VEGAS REPEALING AND REPLACING RESOLUTION 14-48 RESTRUCTURING OF THE CITY OF LAS VEGAS ORGANIZATIONAL CHART

WHEREAS, the City of Las Vegas (the “City”) is required to abide by the provisions set forth by the City of Las Vegas Municipal Charter adopted July 28, 2014 (the “Charter”);

WHEREAS, the City Council passed Resolution 14-48, which reorganized the City’s structure;

WHEREAS, Section 5.07(B) of the Charter states “Each department shall be under the supervision of a department director, subject to the direction and supervision of the city manager”;

WHEREAS, the Charter permits the City Manager to establish such departments as are necessary for efficient administration of the City and modify the City organizational structure upon City Council approval; and

WHEREAS, the City manager submitted, and the Governing Body reviewed, a proposed draft of an organizational restructuring chart and personnel specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby repeals Resolution No. 14-48 and replaces it with this Resolution, including the attached reorganizational chart.

APPROVED AND ADOPTED this _____ day of October, 2020.

Louie A. Trujillo, Mayor

ATTEST:

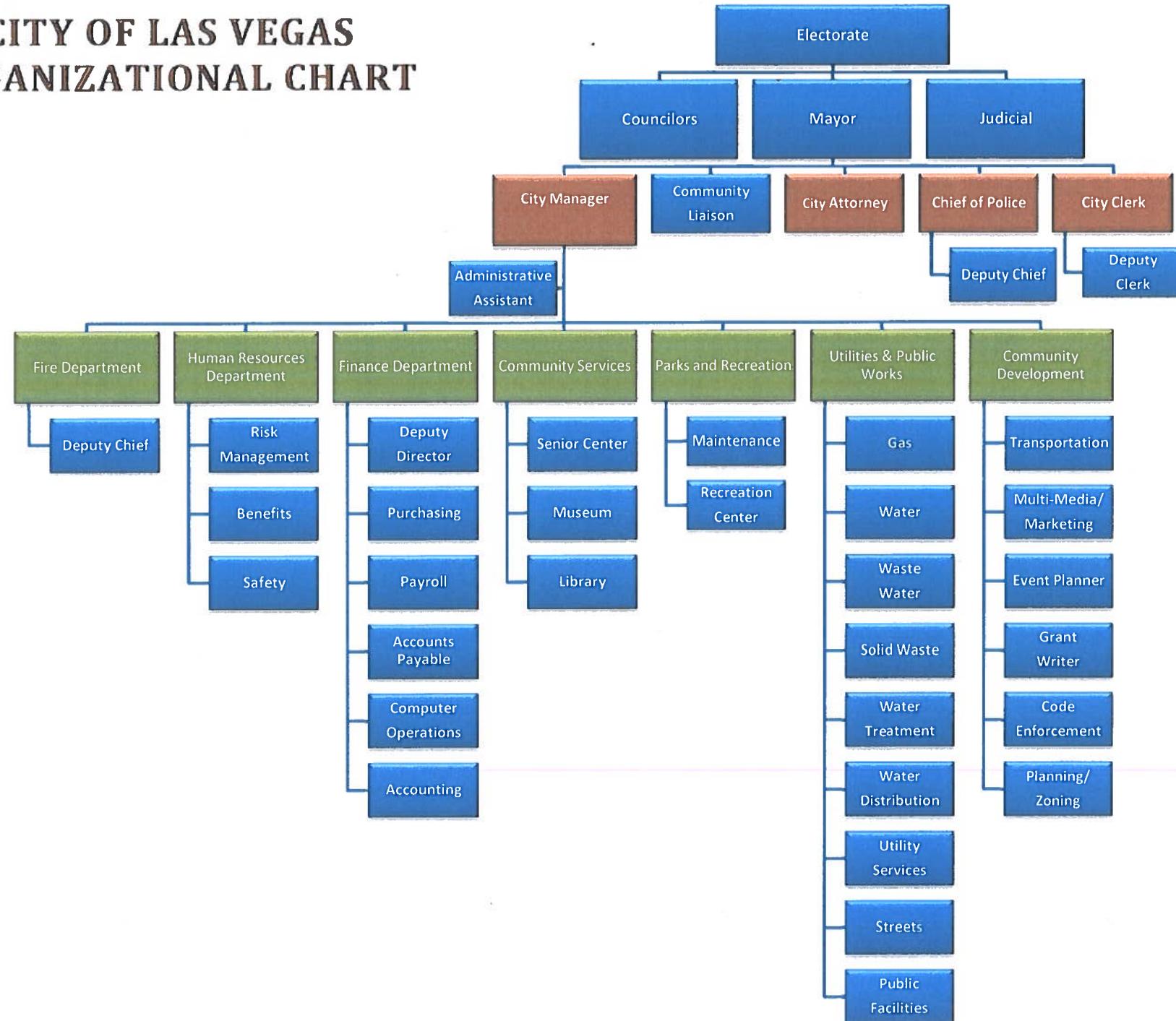
Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



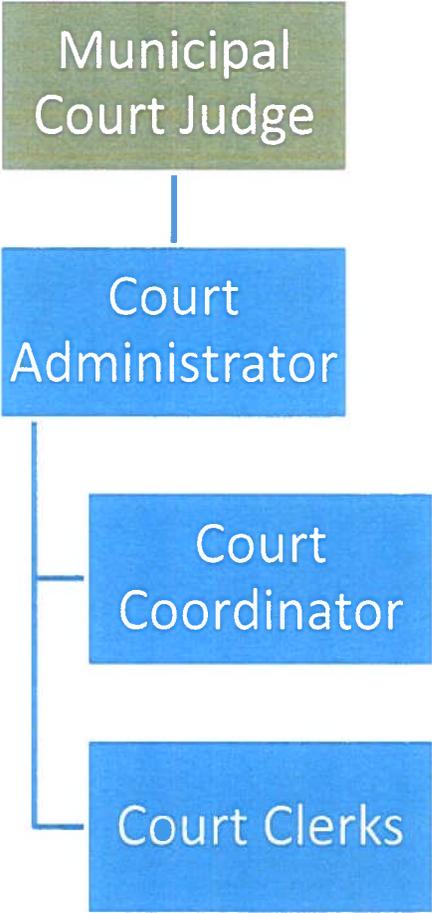
CITY OF LAS VEGAS ORGANIZATIONAL CHART



Officers (Charter Created Positions)

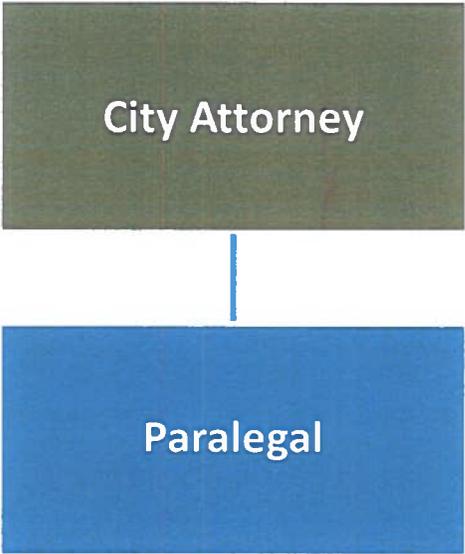


MUNICIPAL COURT



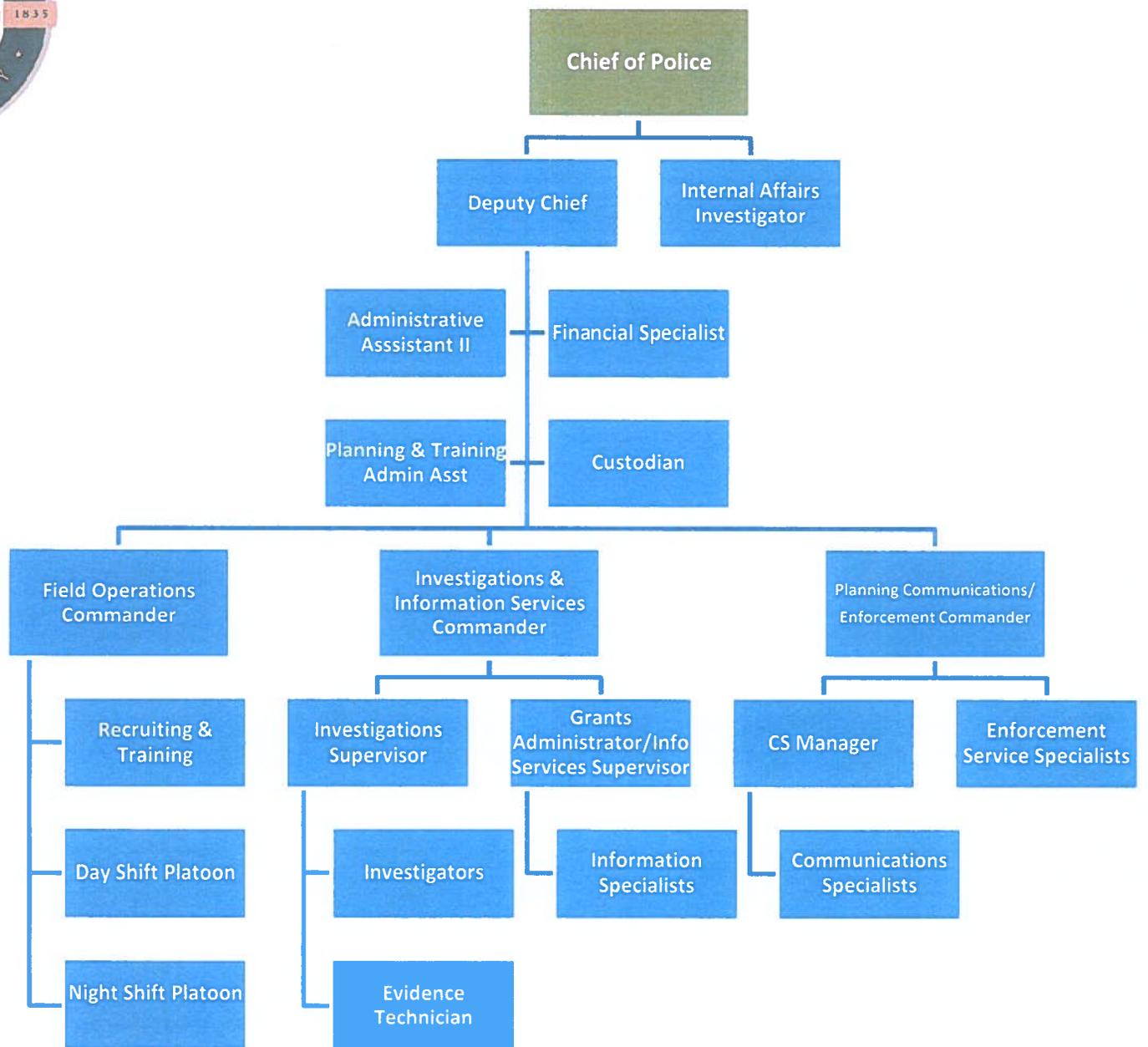


CITY ATTORNEY





POLICE DEPARTMENT





CITY CLERK

City Clerk

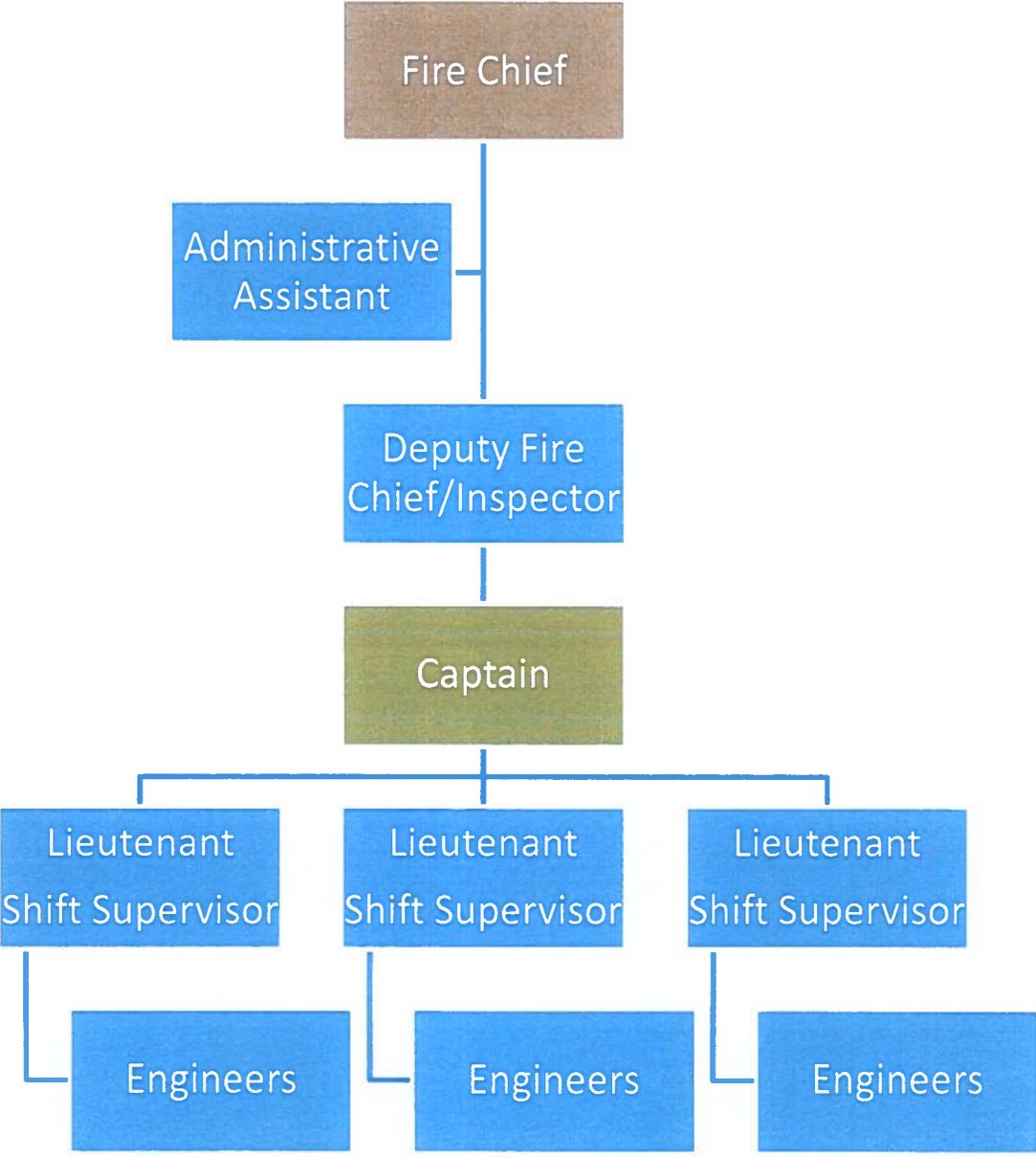
Deputy Clerk

Administrative Assistant

Receptionist



FIRE DEPARTMENT





HUMAN RESOURCES DEPARTMENT

Human Resources Director

Administrative Assistant

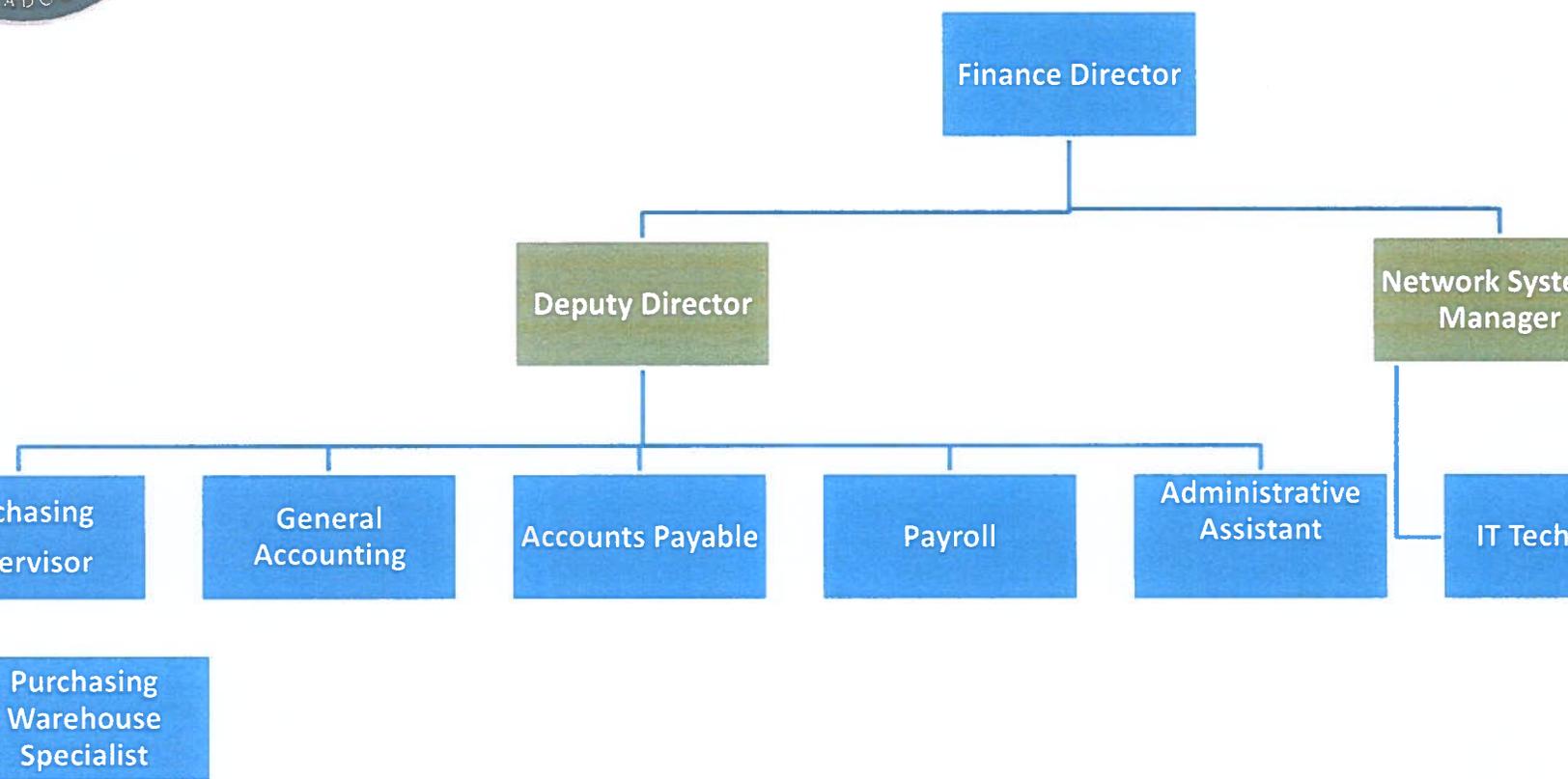
Employee Benefits

Risk Management

Safety

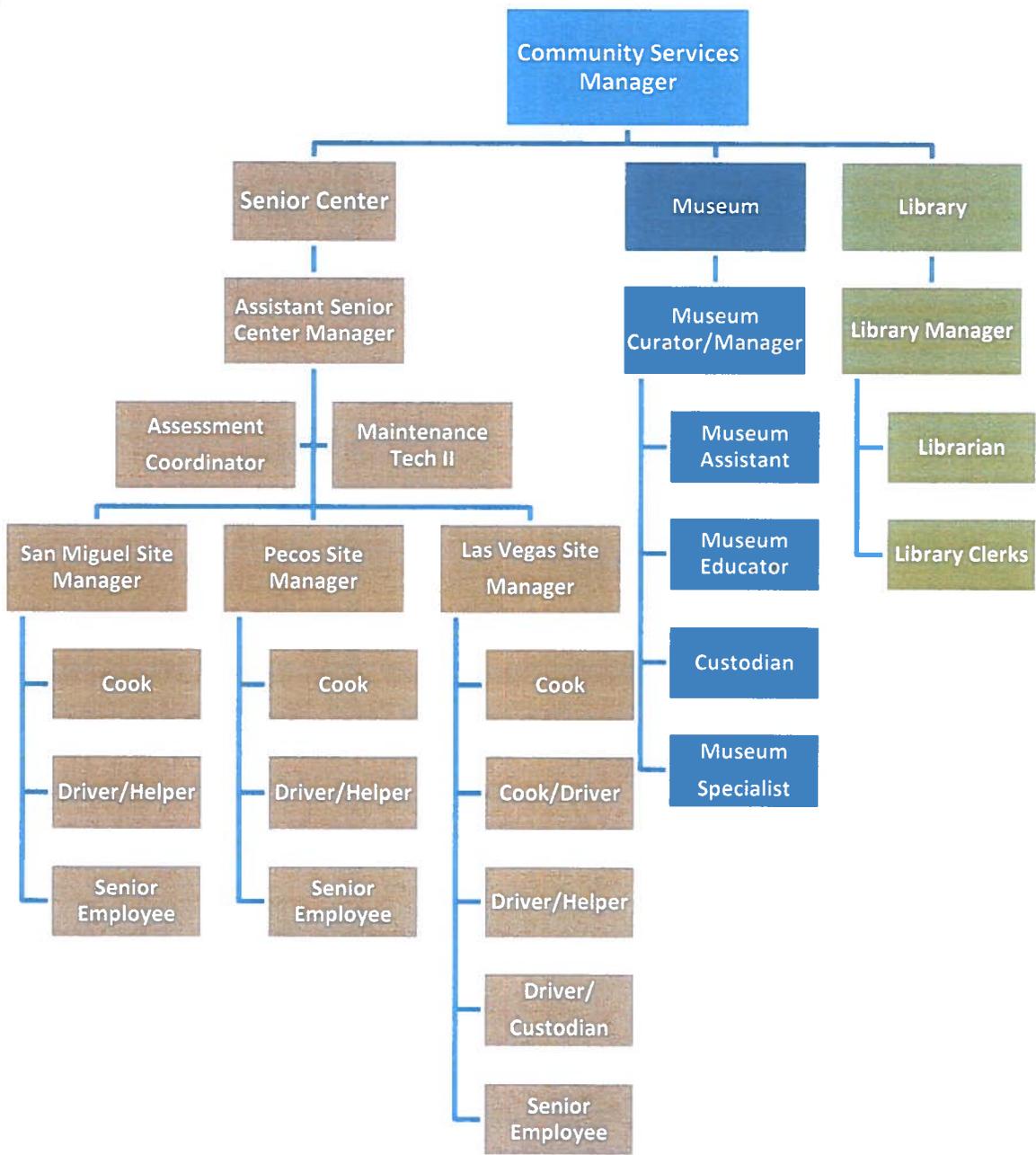


FINANCE DEPARTMENT



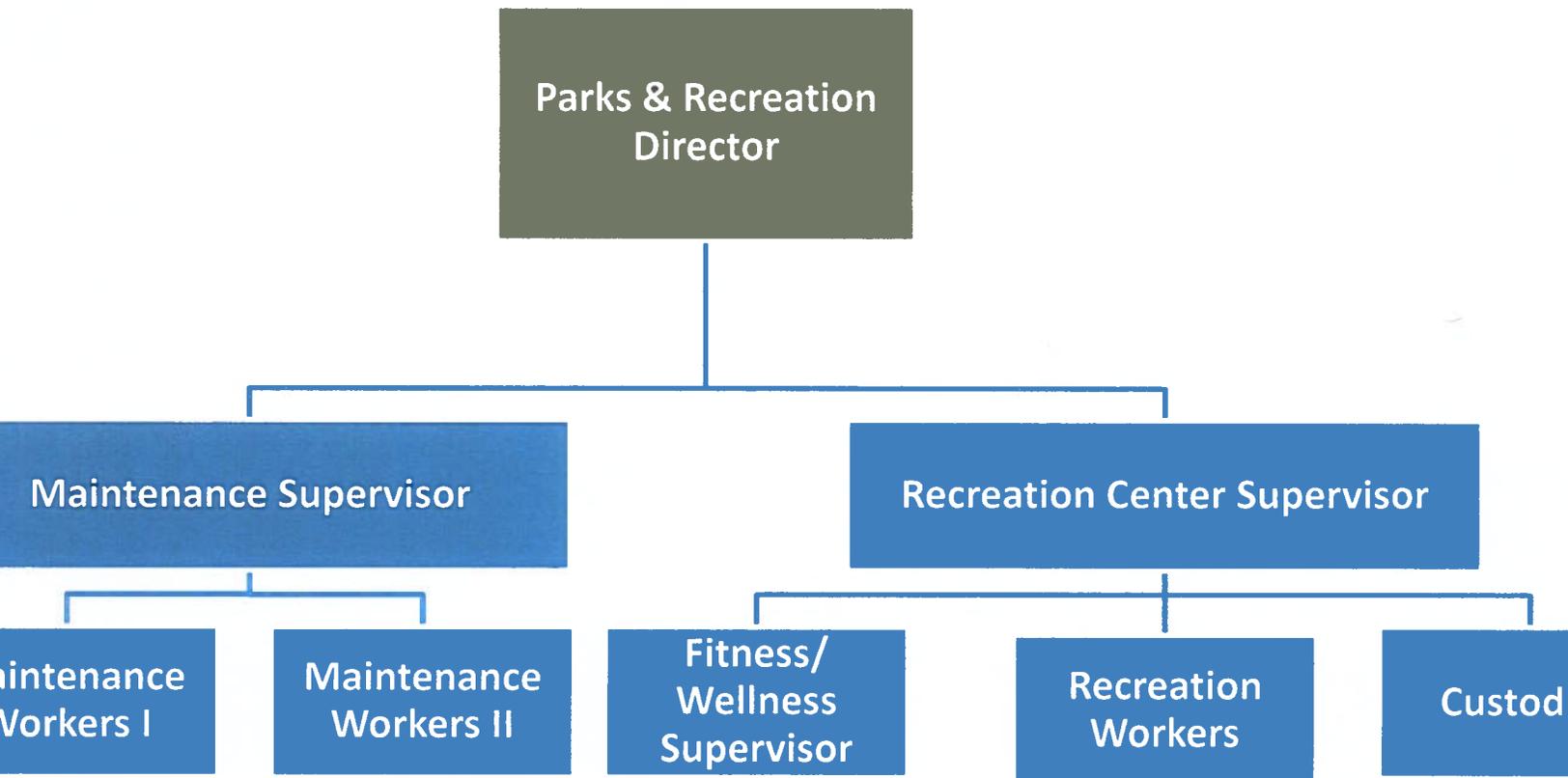


COMMUNITY SERVICES



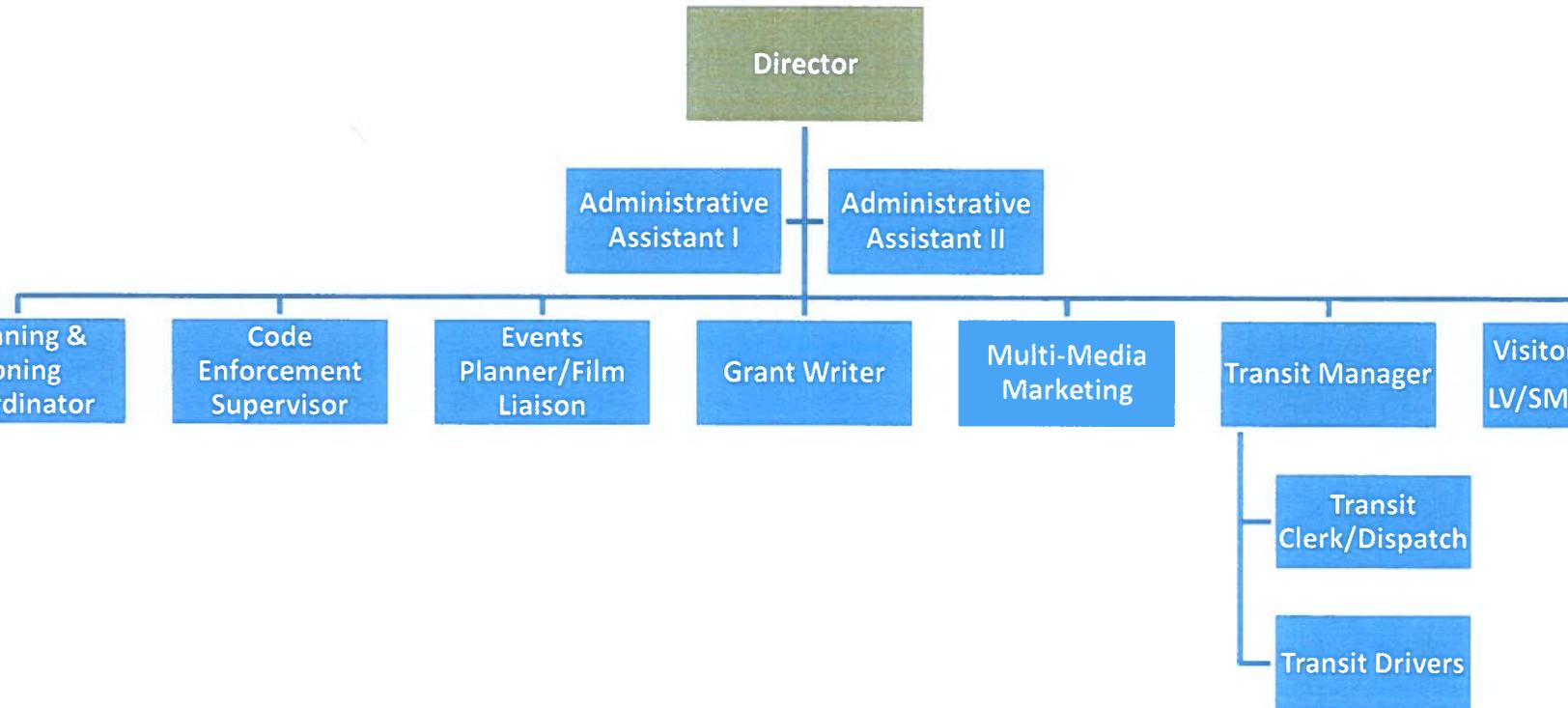


PARKS & RECREATION



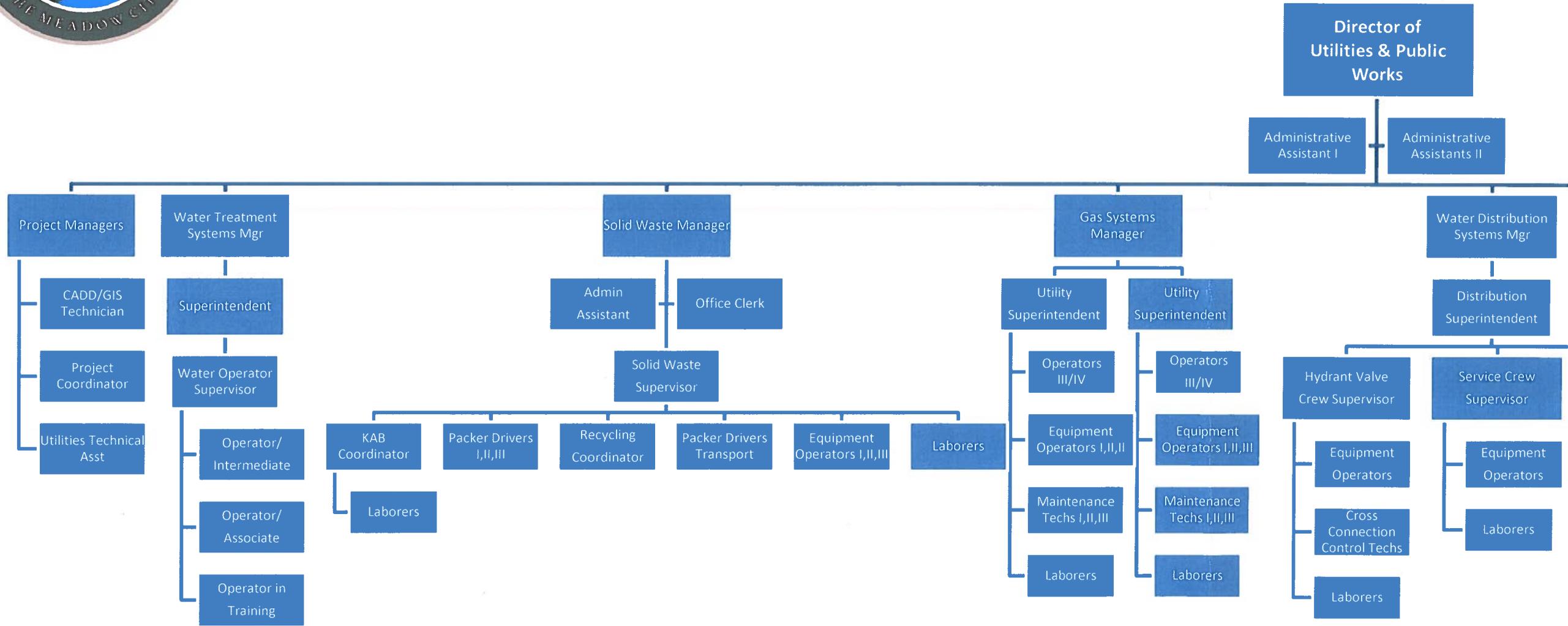


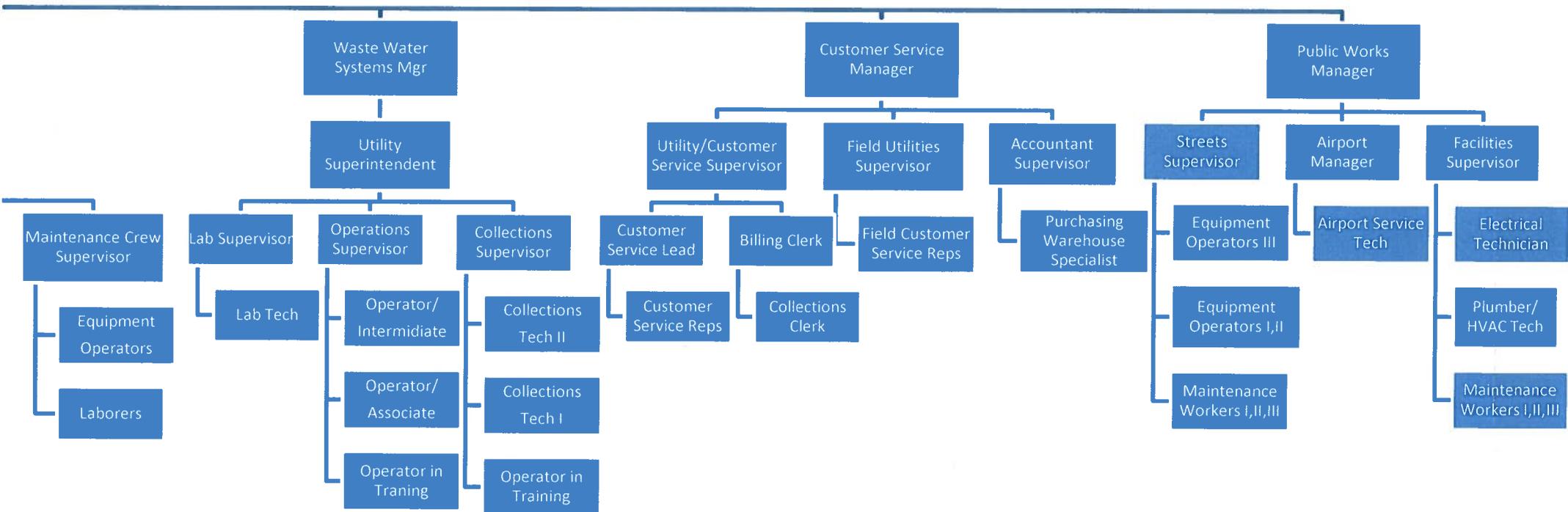
COMMUNITY DEVELOPMENT





UTILITIES & PUBLIC WORKS





Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/28/2020

DEPT: Executive

MEETING DATE: 10/14/2020

ITEM/TOPIC: Resolution No. 20-60.

ACTION REQUESTED OF COUNCIL: Consideration of Resolution No. 20-60 establishing the order of business of the Governing Body at its regular meetings.

BACKGROUND/RATIONALE: The Governing Body held a retreat on September 19, 2020 in which they determined the order of business for all regular council meetings.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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:

* Via Telephone

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-60

WHEREAS, the purpose of this Resolution is to establish the order of business of the Governing Body at its Regular Meetings, provided, however that the items may be rearranged with the consent of the Governing Body to conduct the business more efficiently; and

WHEREAS, during a Governing Body Retreat, the Governing Body determined the order of business shall be conducted in the following order;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby creates the following:

Order of Business for Regular Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

APPROVAL OF AGENDA

PUBLIC INPUT(comments limited to topics on current agenda, not to exceed 3 minutes per person and individuals must sign up at least 15 minutes prior to meeting)

MAYOR'S APPOINTMENTS/REPORTS /RECOGNITIONS/PROCLAMATIONS

COUNCILORS' REPORTS

CITY MANAGER'S REPORT (second regular meeting of the month)

APPROVAL OF MINUTES

PRESENTATIONS (not to exceed 10-15 minutes)

FINANCE REPORT (second regular meeting of the month)

CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business at the request of any Councilor with approval of the Governing Body).

BUSINESS ITEMS

EXECUTIVE SESSION

ADJOURN

Items for discussion can only be inclusive and limited to those listed on the Agenda as presented before Council and the public. This is to comply with the proper public notice under the State of New Mexico Open Meetings Act.

APPROVED AND ADOPTED this _____ day of October, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/22/2020 **DEPT:** Senior Center

MEETING DATE: 10/14/2020

ITEM/TOPIC: Resolution #20-57. 2022-2026 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #20-57 2022-2026 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 (5) 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.

STAFF RECOMMENDATION: Approval of Resolution # 20-57

COMMITTEE RECOMMENDATION:

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:

** Via Telephone*

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 20-57**

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

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 2022-2026 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 ADOPTED by the Governing Body, this _____ day of OCTOBER, 2020.

Signed:

ATTEST:

Mayor Louie Trujillo

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

City Attorney

Infrastructure Capital Improvement Plan FY 2022-2026

Las Vegas Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
33251	2022	001	Computer Tech	Equipment - Senior Center Equipment	0	75,000	0	0	0	0	75,000	75,000	No
33224	2022	002	Kitchen Equipment	Equipment - Senior Center Equipment	59,000	68,000	30,000	0	10,000	0	167,000	108,000	Yes
36547	2022	003	Las Vegas Gutter, Snow Rails & Small Pavé	Facilities - Senior Facilities	0	25,000	0	0	0	0	25,000	25,000	No
33260	2022	004	New Vehicles	Vehicles - Senior Facility Vehicle	0	125,000	100,000	125,000	30,000	125,000	505,000	505,000	Yes
33249	2022	005	Las Vegas Senior Center Improvements	Facilities - Senior Facilities	0	30,000	30,000	640,000	0	0	700,000	700,000	Yes
35247	2022	006	Electrical & Plumbing Upgrade	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No
31909	2022	007	South Side Senior Center Parking Lot Improvements	Facilities - Senior Facilities	0	318,682	817,018	0	0	0	1,135,700	1,135,700	Yes
33250	2022	008	Replace HVAC Units	Equipment - Senior Center Equipment	0	315,000	0	0	0	0	315,000	315,000	No
33256	2023	001	Senior Entertainment	Equipment - Senior Center Equipment	10,000	0	0	20,000	10,000	5,000	45,000	35,000	No
36545	2025	001	Las Vegas Window Upgrade	Facilities - Senior Facilities	0	0	0	0	200,000	0	200,000	200,000	No
36543	2025	002	Las Vegas Stucco of Building	Facilities - Senior Facilities	0	0	0	0	100,000	0	100,000	100,000	No
36546	2026	001	Las Vegas Side Walk Upgrade	Facilities - Senior Facilities	0	0	0	0	0	75,000	75,000	75,000	No
36541	2026	002	Patio Upgrade	Facilities - Senior Facilities	0	0	0	0	0	50,000	50,000	50,000	No

1,500,700

Infrastructure Capital Improvement Plan FY 2022-2026

Number of projects:	13	Year 1:	1,006,682	Year 2:	977,018	Year 3:	785,000	Year 4:	350,000	Year 5:	255,000	Total Project Cost:	3,442,700	Total Not Yet Funded:	3,373,700
Funded to date:	69,000														
Grand Totals															

3,373,700
 - 1,500,000 GDB Elimination 11/3/20

 1,873,700

Infrastructure Capital Improvement Plan FY 2022-2026

Pecos Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
33272	2022	001	HVAC Units and ADA Entry	Facilities - Senior Facilities	0	35,000	0	0	0	0	35,000	35,000	No
33270	2022	002	Kitchen Equipment	Equipment - Senior Center Equipment	25,000	20,000	12,000	0	0	5,000	62,000	37,000	Yes
33271	2022	003	Office Equipment	Equipment - Senior Center Equipment	0	10,000	0	0	0	0	10,000	10,000	No
33272	2022	004	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	50,000	200,000	0	0	0	250,000	250,000	Yes
33269	2023	001	New Vehicles	Vehicles - Senior Facility Vehicle	0	0	30,000	0	50,000	100,000	180,000	180,000	Yes
33274	2024	001	Washer & Dryer	Equipment - Senior Center Equipment	0	0	0	5,000	0	0	5,000	5,000	No
33273	2024	002	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	5,000	0	0	5,000	5,000	No

Number of projects:	7	Year 1:	115,000	Year 2:	242,000	Year 3:	10,000	Year 4:	50,000	Year 5:	105,000	Total Project Cost:	547,000	Total Not Yet Funded:	522,000
Grand Totals	25,000	Funded to date:	25,000												

Infrastructure Capital Improvement Plan FY 2022-2026

San Miguel Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Total Amount Not Yet Funded	Phases?
34228	2022	001	HVAC Unit and ADA Entry	Facilities - Senior Facilities	0	20,000	0	0	0	0	20,000	20,000	No
33262	2022	002	Kitchen Equipment	Equipment - Senior Center Equipment	12,148	20,000	7,000	0	12,000	5,000	56,148	44,000	Yes
33263	2022	003	Office Equipment	Equipment - Senior Center Equipment	0	10,000	0	0	0	0	10,000	10,000	No
33268	2022	004	New Vehicles	Vehicles - Senior Facility Vehicle	0	225,000	0	0	0	0	225,000	225,000	No
33265	2023	001	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	0	15,000	135,000	0	0	150,000	150,000	Yes
33266	2025	001	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	0	5,000	0	5,000	5,000	No

Number of projects:	6	Funded to date:	12,148	Year 1:	275,000	Year 2:	22,000	Year 3:	135,000	Year 4:	17,000	Year 5:	5,000	Total Project Cost:	466,148	Total Not Yet Funded:	454,000
Grand Totals																	

Handwritten:
 454,000
 - 225,000

 229,000

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/30/20

DEPT: Finance

MEETING DATE: October 14, 2020

ITEM/TOPIC: Resolution 20-62

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 20-62

BACKGROUND/RATIONALE: The City of Las Vegas Finance Department is requesting revenue and expense budget increases in the following funds. Fund 771, CARES Act funding for municipalities in the amount of \$2,401,443.00, Fund 772, CARES Act funding for local small business in the amount of \$323,920.00. Fund 203, State Fire Grant in the amount of \$113,662.00 for the approved carry over that was not budgeted and \$106,165 which was an increase to the grant award amount but not budgeted. Fund 103, State Library Grant for Library Broadband Infrastructure in the amount of \$3,218.24.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: None

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:

* Via Telephone

WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-62

A RESOLUTION TO MAKE BUDGET ADJUSTMENTS FOR THE 2020-2021 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2020-21; and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues and expenditures through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas Finance Department is requesting revenue and expense budget increases in the following funds. Fund 771, CARES Act funding for municipalities in the amount of \$2,401,443.00, Fund 772, CARES Act funding for local small business in the amount of \$323,920.00. Fund 203, State Fire Grant in the amount of \$113,662.00 for the approved carry over that was not budgeted and \$106,165 which was an increase to the grant award amount but not budgeted. Fund 103, State Library Grant for Library Broadband Infrastructure in the amount of \$3,218.24; and

WHEREAS, the Governing Body finds that the budget adjustment request should be approved as it meets the requirements as currently determined for fiscal year 2020-21.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

APPROVED AND ADOPTED this ____ day of October, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

CARES ACT FUNDING RECIPIENT:

Las Vegas, City of

<u>AWARD NUMBER:</u>	<u>FUNDING AMOUNT:</u>	<u>EXPIRATION DATE:</u>
CARES-12001-CLV	\$2,401,443	December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Las Vegas, City of:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

MS Taylor

CARES Act Funding Recipient Representative

9-1-2020

Date

JL Brown

CARES Act Funding Recipient CFO

9-1-20

Date

02-123-2723 *02-123-2723*

DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

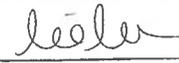
In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-12001-CLV) in the amount of (\$2,401,443).



Department of Finance & Administration Representative



Date



Department of Finance & Administration CFO



Date

CARES ACT FUNDING RECIPIENT:

Las Vegas, City of

AWARD NUMBER:

CARES-BUS-12001-CLV

FUNDING AMOUNT:

\$323,920

EXPIRATION DATE:

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Las Vegas, City of:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

CARES Act Funding Recipient Representative

9-1-2020

Date

CARES Act Funding Recipient CFO

9-1-20

Date

02-123-2723

DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-BUS-12001-CLV) in the amount of (\$323,920).

Department of Finance & Administration Representative

Date

Department of Finance & Administration CFO

Date

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044
Fax (505) 476-0100

INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.

August 10, 2020

Billy Montoya
Chief, Las Vegas Fire Department
1700 N. Grand Ave.
Las Vegas NM 87701
Reference: Request for Carryover

Chief Montoya,

In response to your correspondence dated July 22, 2020, you are hereby authorized to carryover, earmark and accumulate Fire Protection Fund monies from Fiscal Year 2020 to Fiscal Year 2021 for the purchase of equipment for new apparatus.

Authorized Carryover Amount: \$113,662.00

If I may be of additional assistance in this matter, please feel free to contact me 505-629-3990.

Thank You

A handwritten signature in black ink, appearing to read "Austin Meuli".

Austin Meuli
Fire Service Coordinator
State Fire Marshals Office
505-629-3990
Austin.Meuli@state.nm.us

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

INTERIM CHIEF OF STAFF
Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044
Fax (505) 476-0100

July 1, 2020

Manager
City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701-4731

Ref: **First** Fiscal Year 2021 (FY 21) Fire Protection Fund Distribution for the City of Las Vegas Fire Department

Dear Manager,

The Public Regulation Commission and representatives from the State Fire Marshal Division met with the Office of the Superintendent of Insurance, Association of Counties, Fire Chiefs & Emergency Manager Affiliate, Municipal League, New Mexico Fire Chiefs Association and Department of Finance Authority to determine the annual Fire Protection Fund quarterly distribution dates.

All NMFA payments, for outstanding department loans, have been paid in full for Fiscal Year 2021.

The quarterly distribution dates for the Fire Protection Fund Fiscal Year 21 will be as follows:

- **1st quarter allocation/distribution** - On August 1st a 40% distribution of the "Total to Department After NMFA" amount will be allocated to the municipality or district.
- **2nd quarter allocation/distribution** - On November 1st a 20% distribution of the "Total to Department After NMFA" amount will be allocated to the municipality or district.
- **3rd quarter allocation/distribution** - On February 1st a 20% distribution of the "Total to Department After NMFA" amount will be allocated to the municipality or district.
- **4th quarter allocation/distribution** - On May 1st a 20% distribution of the "Total to Department After NMFA" amount will be allocated to the municipality or district.

The Quarterly Allocation/Distribution is based on the revenue received into the state of New Mexico for the FY 21 Fire Protection Fund.

The August 1st total **1st quarter** Fiscal Year 2021 Fire Protection Fund allotment/distribution to your fire department has been sent, and should be deposited via ACH, to your Bank account on record with DFA, in the amount of **\$112,157.60**.

ORIGINAL INVOICE

Please refer to the Table below for your complete FY 21 Fire Protection Fund **allotment/distribution** **quarterly** amounts including NMFA amounts for your fire department.

Department Name	Total Distribution	NMFA Amount	Total to Department (AFTER NMFA PAID)	First Allotment August FY 21 40% Total to Department (AFTER NMFA PAID)	Second Allotment November FY 21 20% Total to Department	Third Allotment February FY 21 20% Total to Department	Fourth Allotment May FY 21 20% Total to Department
City of Las Vegas	\$313,778.00	\$33,384.00	\$280,394.00	\$112,157.60	\$56,078.80	\$56,078.80	\$56,078.80

The amount allocated covers the period from July 1st 2020, through June 30th 2021, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

**Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-470-1044 or john.kondratick@state.nm.us

Respectfully,



John Kondratick
Interim State Fire Marshal

Cc: Mayor, City of Las Vegas

ORIGINAL INVOICE



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Cultural Affairs
407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Dispatched

Dispatch Via Print

Purchase Order 50500-0000041853	Date 08-10-2020	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer DONNA M. ORTIZ	Phone	Currency USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 1209 Camino Carlos
Rey
Garey Carruthers
Santa Fe NM 87507
United States

Bill To: 407 Galisteo St. Bataan
Memorial Bld.
Suite 270
Santa Fe NM 87501
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1	State Grant for Broadband Project for New Mexico Library 4.5.9.12 August 2020-June 2023	1.00	EA	\$3,218.24	\$3,218.24	08/10/2020

50500-93100-A19D2731-547400- - - -92048-D2731

Attention: Stephanie C
Romero

Schedule Total \$3,218.24

Item Total \$3,218.24

Total PO Amount \$3,218.24

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

CITY OF LAS VEGAS
 RESOLUTION # 20-62
 BUDGET ADJUST REQUEST
 FISCAL YEAR 2021

Resolution 20-62	Fund	DFA	Revenues	Transfers	Expenditures
CARES - MUNICIPALITIES	771-0000-540-5794	771-29900-0000-47699	2,401,433.00		2,401,443.00
CARES - MUNICIPALITIES	771-0000-700-7106	771-29900-0001-56999			
CARES - SMALL BUSINESSES	772-0000-540-5794	772-29900-0000-47699	323,920.00		323,920.00
CARES - SMALL BUSINESSES	772-0000-700-7551	772-29900-0001-57999			
STATE FIRE GRANT	203-0000-100-1101	203-20900-0001-10101	113,662.00		113,662.00
STATE FIRE GRANT	203-0000-710-8004	203-20900-3002-58020			
STATE FIRE GRANT	203-0000-450-5305	230-20900-0001-47100	106,165.00		106,165.00
STATE FIRE GRANT	203-0000-710-8004	203-20900-3002-58020			
STATE LIBRARY GRANT	103-0000-450-5334	103-29900-0001-47399	3,218.24		3,218.24
STATE LIBRARY GRANT	103-0000-750-7401	103-29900-0001-54010			
			2,948,398.24	-	2,948,408.24
					UNBUDGETED CASH BALANCE

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/2/20

DEPT: Finance

MEETING DATE: October 14, 2020

ITEM/TOPIC: Resolution 20-63

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 20-63

BACKGROUND/RATIONALE: The City of Las Vegas Finance Department is requesting the update of signature authority on the Wells Fargo Bank accounts. Update will include removal of the prior administration staff and add the current administration and staff, Louie A. Trujillo, Mayor and Jesus Baquera, Finance Director.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: None

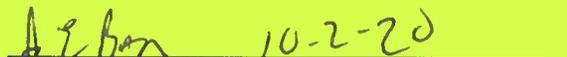
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:
At Via Telephone

WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-63

**A RESOLUTION TO UPDATE SIGNATURE AUTHORITY ON
ACCOUNTS WITH WELLS FARGO BANK**

WHEREAS, the Governing Body of Las Vegas has developed a request to update signature authority on accounts with Wells Fargo Bank; and

WHEREAS, said request to update signature authority on accounts with Wells Fargo Bank through cooperation with all user departments, elected officials and other department supervisors, please see attached authorization certificate; and

WHEREAS, the City of Las Vegas Finance Department is requesting the update of signature authority on the Wells Fargo Bank accounts. Update will include removal of the prior administration staff and add the current administration and staff, Louie A. Trujillo, Mayor and Jesus Baquera, Finance Director; and

WHEREAS, the Governing Body finds that the request to update signature authority should be approved as it meets the requirements as currently determined for fiscal year 2020-21.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned request to update signature authority.

APPROVED AND ADOPTED this _____ day of October, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

AUTHORIZATION CERTIFICATE

Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he/she is a duly appointed authorized representative of City of Las Vegas, a MUNI ("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

Name	Title (if applicable)	Business Phone Number	Business Email Address
Jesus Baquera	Finance Director	505-454-1401	jbaquera@lasvegasnm.gov

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

By/Signature: 
 Printed Name: Jesus Baquera
 Title (if applicable): Finance Director
 Date Field: 10/2/2020
 Tax Identification Number of Customer: 85-6000149

Public Funds Customers Only: Unless Customer otherwise specifically instructs Bank in writing, Bank will consider each of the Authorized Representatives listed above to be an "Official Custodian" as referenced in 12 C.F.R. 330.15 for the purposes of calculating Customer's deposit insurance coverage.