



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

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL AGENDA  
February 15, 2017–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (January 11th , January 18th, 2017)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**  
**(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**
- X. **CITY MANAGER’S REPORT**
- XI. **FINANCE REPORT**
- XII. **CONSENT AGENDA**  
**(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)**

1. Approval of Resolution #17-03 Budget Adjustment Resolution.

***Ann Marie Gallegos, Finance Director*** The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 budget.

2. Approval to award bid #2017-13 for Cabin Site Tank inspection project to D&R Tank.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas received funding from the Drinking Water Bureau in the amount of \$151,500 for inspection of the Cabin Site Tank. Bids were solicited and received with the low bidder being Lone Mountain Construction. The bid from Lone Mountain Construction was determined to be non-responsive by the City's procurement officer. Utilities is requesting that the bid be awarded to the next bidder which is D&R Tank.

3. Approval of Bulk water purchase from Storrie Project Water Users Association.

***Maria Gilvarry, Utilities Director*** The City entered into bulk water purchase agreement number 3162-16 with the Storrie Water Project Users Association on February 29, 2016. The agreement outlines the purchase of 1,200 acre-feet of bulk water stored in Storrie reservoir at a cost of \$360,000.00 plus a \$1,203.29 for closing after December 2016. All permits and paperwork have been approved by the Office of the State Engineer. The purchase and closing must now be completed through bill of sale and closing statement by the City and the Storrie Project Water Users Association.

### **XIII. BUSINESS ITEMS**

1. Approval of 2016 Audit.

***Ann Marie Gallegos, Finance Director*** The Office of the State Auditor has released the 2016 Audit for review and final approval by Mayor and Council.

### **XIV. COUNCILORS' REPORTS**

**XV. EXECUTIVE SESSION**

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

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

**XVI. ADJOURN**

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION  
HELD ON WEDNESDAY JANUARY 11, 2017 AT 5:30 P.M. IN THE CITY  
COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** David A. Ulibarri Jr.  
Vince Howell  
Barbara A Casey  
David L. Romero

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
H. Chico Gallegos, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri Jr. asked for a moment of silence to pray that the Governing Body continues to make the right decisions together and for everyone to remain with a positive attitude.

**APPROVAL OF AGENDA**

Councilor Casey made the motion to approve the agenda as presented. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked that a roll call be taken. Roll call was taken and reflected the following.

Vince Howell	Yes	David Ulibarri Jr.	Yes
Barbara Casey	Yes	David L. Romero	Yes

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

**PUBLIC INPUT**

There were no individuals signed up for public input.

## **CITY MANAGER'S INFORMATION REPORT**

Utilities Director Gilvarry gave an update to the Governing Body on the projects the department has ongoing. Utilities Director Gilvarry advised the raw water storage project is moving forward with rehabilitating Bradner Dam and have received the hydrologist's reports and the engineers report is being completed. The distribution line leak detection and repair is ongoing, there is a major leak on Taos Street and that main has been off line until repairs can be made. Utilities Director Gilvarry advised of the various other streets where leaks have been detected and are being repaired.

Utilities Director Gilvarry advised the City has been meeting with the acequias and have been working on a share agreement and the agreement is currently at the Office of State Engineers for review.

Utilities Director Gilvarry gave an update on the Rodriguez park effluent line and the Luna Cabin Tank projects. Utilities Director Gilvarry advised the line extensions on Zeamway have all been completed and the residents have their own meters and the Gene Maes line has been disconnected. The department is working on a line extension on Cinder Road to provide residents service on the east side of the road. The East Loop line extension is lacking one section and that is located in front of Sangre de Cristo and the department has requested a permit from Department of Transportation to bore because of the location and depth of a ditch.

Councilor Howell asked for an update on the recycling program.

Utilities Director Gilvarry advised the two new trucks that the department purchased will be completed and in the department in February and then one of the old trash trucks will be used for recycling.

Public Information Officer Einer gave the Governing Body an overview of the updates and user friendly changes that have been made to the City's website. Public Information Officer Einer advised the applications for employment are now available to be filled out on the website and then sent to Human Resources. Public Information Officer Einer advised the City now has a government Facebook page that provides information to those who like the page.

## **DISCUSSION ITEMS**

1. Adoption of Graphically updated Official Seal.

Community Development Director Velarde advised during the month of December information regarding the proposed update to the City Seal was provided in the utility bills with an email account for feedback. The department received one phone call with positive feedback and one email that did not pertain to the seal.

Councilor Casey advised she never saw the insert in her utility bill.

Community Development Director Velarde advised the City Seal will be used within the Executive Office such as business cards and letters. Community Development Director Velarde advised the Governing Body of the changes that were made to the seal.

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

## 2. Contract for Las Vegas/San Miguel Economic Development Corporation.

Community Development Director Velarde advised the City seeks to enter into a twelve month contract with the EDC for the purpose of executing the duties and responsibilities of the Local Economic Development Act to provide services and activities as stipulated in the Economic Development plan Ordinance. Community Development Director advised the contract is for \$15,000 and outlined the scope of work.

Councilor Howell asked if the EDC Board accepted the contract and what would they be able to accomplish with the \$15,000 and if they would still be doing the community kitchen.

Community Development Director Velarde advised the EDC has accepted the contract and would use the \$15,000 as outlined by the Economic Development Act and scope of work. Community Development Director Velarde advised that EDC was still moving forward with the community kitchen but was not included in this scope of work.

Questions and discussion took place regarding the business development HUB that is housed at Highlands University. Discussion took place regarding what was removed from the scope of work during the negotiations of the contract. Community Development Director Velarde advised there are some projects that were removed as they were being funded through the County and was not a relative need of the City.

Questions were asked if the scope of work overlapped and duplicated some of the work of the Chamber of Commerce.

Councilor Howell advised he wanted to hear comments from Mr. Hendrickson of the EDC.

City Attorney Gallegos advised negotiations have already taken place and should Mr. Hendrickson like to make a presentation he can do so at the Regular meeting or public input.

Mayor Gurulé-Girón advised Councilor Howell can ask the item be removed from the Consent Agenda at the Regular meeting.

The Governing Body with the exception of Councilor Howell agreed to place the item as a consent agenda item.

### 3. Contract for Animal Welfare Coalition to service and staff the City of Las Vegas Animal Shelter.

Community Development Director Velarde advised the Governing Body that the department has been in negotiations with the Animal Welfare Coalition for the terms of a contract to render humane animal care and animal sheltering services. The City and Animal Welfare Coalition have agreed on an agreement with an eighteen month term for \$118,000 annually. Community Development Director Velarde advised through the agreement the City will be retaining some of the fees that are outlined in the fee agreement.

Questions and discussion took place that the contract states \$118,000 annually but within the contract the term states eighteen months.

City Attorney Gallegos advised the intent of both parties is for the term of the contract to be for twelve months with the cost to the \$118,000, so the remainder of the six months of this current year would be half of the \$118,000.

The Governing Body felt the language needed to be specific and needed clarification prior to the Regular meeting.

Questions and discussion took place regarding terms in the contract.

The Governing Body agreed to place the item as a consent agenda item but be provided clarification of the language of the contract.

### 4. Open Meetings Act.

City Clerk Fresquez advised the Governing Body that Resolution 17-01 establishes reasonable notice of Council meetings in compliance with the Open Meetings Act and is required to be adopted annually.

Questions and discussion took place regarding times of the some of the committees.

Community Development Director Velarde advised she wanted to hold the Youth Advisory Committee meetings at various locations to attract the youth for participation rather than hold the meeting at City Hall.

City Clerk Fresquez advised if dates and times are not listed the department will be responsible for publishing.

City Manager Trujillo advised he understood the department wanting to attract the youth committee being held at different locations but he also understands the Mayor wanted specific dates and times for meetings. City Manager Trujillo advised dates and times would be assigned to the committees that are lacking and provided before the next meeting.

Discussion took place regarding the proper procedures for work sessions and all members of the Governing Body are to be made aware of all information.

Mayor Gurulé-Girón advised the prior administration did not share information with all members of the Governing Body and that will not be done with this administration.

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

5. Resolution 16-45 establishing a convenience fee for credit card and debit card payment transactions.

Utilities Director Gilvarry advised the Governing Body does not currently charge a fee for customers to make payments with a credit card or debit card which is costing the City approximately \$2,700 per month. Utilities Director Gilvarry advised that assessing a fee of \$1.25 per transaction will partially offset this cost.

Public Information Officer Einer advised the City is moving forward with online bill pay so he is anticipating more visitors to the City's website once bill pay is launched and he feels it's necessary to impose a fee on those that chose to pay with debit/credit cards.

Discussion took place that the cost the City is charging is smaller than what most companies charge to use debit/credit cards.

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

6. Amendment to Bradner Dam Rehabilitation project scope of work.

Utilities Director Gilvarry advised that with the majority of the funding for this project being Legislative and the fear that the funding will be taken back, the department has moved forward with all but the construction phase of the project. The scope of work has been sent to the Office of the State Engineer for review and they had questions which were answered by the department. The

amendment defines the responsibilities and costs associated with the tasks outlined in the scope of work. Utilities Director Gilvarry assured the Governing Body the money would not be reverted back to the Legislature.

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

7. Purchase of a 5 yard dump truck.

Utilities Director Gilvarry advised the Gas Division seeks to purchase a 5 yard dump truck. The dump truck the department currently has is seventeen years old and has lost power which is causing problems when trying to haul trailers with equipment. Utilities Director Gilvarry advised that the department did research and it will be cost effective to purchase the dump truck versus leasing over a six year period and the Gas Division has budgeted for the purchase.

Questions were asked if the department researched all makes of vehicles and if they received quotes.

Utilities Director Gilvarry advised because the department went off the state contract they were able to quote at a cheaper price versus going directly to a manufacturer.

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

8. Award request for bids #2017-12 for natural gas inventory supplies to multiple bidders.

Utilities Director Gilvarry advised the department wishes to award to multiple bidders as prices on different materials were offered at lower prices for each vendor.

Gas Division Supervisor Marquez gave the Governing Body a brief description of the materials that the department utilizes for day to day repairs and emergency repairs. Gas Division Supervisor Marquez advised some of the material is listed as refurbished and the department tends to not want to purchase refurbished meters because you're not completely sure about the condition of the old meter.

Questions and discussion took place about total costs and the money being budgeted within the department and how long the term was for.

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

Councilor Casey made a motion to go into Executive Session to discuss the matters of pending or threatened litigation specifically the remand litigation with the acequias and the protest filed for the Storrie Water Users Agreement. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Vince Howell	Yes	David L. Romero	Yes
Barbara Casey	Yes	David Ulibarri Jr.	Yes

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

### **EXECUTIVE SESSION**

Councilor Casey made a motion to reconvene into Regular Session and stated that no action was taken. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	David Ulibarri Jr.	Yes
Vince Howell	Yes	Barbara Casey	Yes

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

Councilor Casey made a motion to adjourn. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Barbara Casey	Yes	David L. Romero	Yes
David Ulibarri Jr.	Yes	Vince Howell	Yes

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

### **ADJOURN**

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Mayor Tonita Gurule-Giroń

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, JANUARY 18, 2017 AT 6:00 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** Vincent Howell  
David L. Romero  
David A. Ulibarri, Jr.  
Barbara A. Casey

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
H. Chico Gallegos, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Gurulé-Girón asked Councilor Romero to lead the moment of silence.

Councilor Romero asked for prayers for the families who had recently experienced loss of family members and also asked for guidance for Council members in making the right decisions for our community.

**APPROVAL OF AGENDA**

City Manager Richard Trujillo made a recommendation of removing Item #1 from the Consent Agenda and place as Business Item #1 for further discussion.

Councilor Howell made a motion to approve the Consent Agenda with the recommended change of removing Item #1, to be placed as Business Item #1 for further discussion. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

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

### **APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes for December 14<sup>th</sup> and December 21<sup>st</sup>, 2017 with minor corrections already addressed to City Clerk Fresquez. Councilor Howell and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

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

### **MAYOR'S APPOINTMENTS/REPORTS**

Mayor Gurulé-Girón advised that there were no appointments at this time although reported to Council that she was working on finalizing the Campaign and Ethics Committee with changes that would be brought to Council for confirmation.

### **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

Mayor Gurulé-Girón recognized Councilor Barbara Casey and Councilor David Ulibarri, Jr. for their accomplishments of certification from the Municipal Official

Leadership Institute and advised that they would be recognized in Clovis, New Mexico for their accomplishments.

Mayor Gurulé-Girón thanked everyone for their participation in the 2016 Light Parade, Santa in the Park and the Home and Business Decoration Contest.

The Grand Marshals for the Light Parade were both the Bilingual Immersion Programs for both school districts, East and West Las Vegas; the Grand Marshals were recognized and acknowledged as follows:

**Representing East Las Vegas School Educators: Lorraine Martinez**  
**Representing West Las Vegas School Educators: Absent**

**Light Parade Contestants:** Floats were judged by Veterans on Douglas Avenue. 1<sup>st</sup> Place Floating Trophy, 2<sup>nd</sup> and 3<sup>rd</sup> Place Plaques were presented as follows:

1<sup>st</sup> place – New Mexico Department of Transportation  
2<sup>nd</sup> place – Benavidez Construction  
3<sup>rd</sup> place – Luna Community College Hacienda

Home and Business Decorating Contest winners were presented:

**Home Decorating:**

1<sup>st</sup> Place- Casey Ortega, 605 Sabino St.  
2<sup>nd</sup> Place- Paul Collins, 712 Coronado Dr.  
3<sup>rd</sup> Place- Bill Tafoya, 624 El Creston Cir.

**Business Decorating:**

1<sup>st</sup> Place – Plaza Antiques, 1805 Plaza- Andy Kingsbury  
2<sup>nd</sup> Place – Speedy Loans Mills, 201 Mills Ave.  
3<sup>rd</sup> Place – Boracho’s, 139 Bridge St. – Sara Matthews

Mayor Gurulé-Girón thanked the City staff for putting the event together and working exceptionally hard, and also thanked everyone who participated in one of the best Light Parade’s that the City had ever had.

**PUBLIC INPUT**

Bob Wessely expressed how pleased he was with the negotiation of a draft long-term sharing water agreement between the City of Las Vegas and the Rio Gallinas Acequias Association. Mr. Wessely hoped that the agreement addressed all of the disagreements between the City and the RGAA and added that any content of a water-sharing agreement was a vital concern to the Las Vegas community and stated “that such an agreement should be subject to critique by far more than just a few City staffers”. Mr. Wessely asked that the Las Vegas public would be

given the opportunity to review and comment on the water sharing agreement before asking Council for approval.

EDC Executive Director, Bill Hendrickson thanked City Manager Trujillo and Community Development Director Annette Velarde for working with the EDC on finalizing the contract and advised that they looked forward to working with the City, providing their resources and for the numerous projects and programs that need to be implemented by the City in order to make the community the best that it can be.

Katherine Kahn commended City Manager Trujillo for a job well done in helping the city, for his knowledge of the water issues and for keeping the community informed by broadcasting over the radio. Ms. Kahn gave praise to Police Chief Juan Montano for his efforts and added that she was pleased with the positive direction the City had taken and hoped that the County would take the same direction.

City Manager Trujillo explained that City staff would also be reaching more listeners by broadcasting over KNMX Radio every Tuesday at 1:00 p.m., informing them of the progress made in the City.

City Manager Trujillo presented the award for Business Decorating to Speedy Loans at this time due to their late arrival.

Marshall Poole, Board President of the Animal Welfare Coalition (AWC) of Northeastern New Mexico and Tina Holguin, AWC Director spoke briefly regarding grants received and various services provided by the Animal Welfare Coalition. Mr. Poole advised that they supported the contract between the City of Las Vegas and the AWC and thanked City Manager Trujillo and Community Development Director Velarde for thoroughly negotiating a contract with the AWC.

Lalo Sanchez stated that he gave up his efforts regarding his many requests to change sewer and water billing and felt that the City should use the money that was being taken from him, to repair the many needs of the City.

Connie Trujillo, Owner of Alumbra Women's Health & Maternity Care spoke of several concerns regarding the loss of revenue to their agency due to not

obtaining Alta Vista reimbursement billing services, since the OBGYN Ward closure in March of 2016. Ms. Trujillo advised that it could result in losing a locally owned and operated business and explained many services they offered to the women in the community, being the only full time maternity care provider in the community. Ms. Trujillo advised that her worry was that many women would not receive quality women's health care if Alumbra Health Care would close and stated that they were asking for the City's support and partnership through the next few months until more funding could be obtained.

Mayor Gurulé-Girón stated that Public Information Officer, Lee Einer, on his own time, along with Alumbra Women's Health Care had recently started a fundraiser on the internet and asked Ms. Trujillo to give details on the process of donating online.

Ms. Connie Trujillo explained that donations could be made online at "*crowdrise.com*" and search "*Alumbra*". Ms. Trujillo advised that donations would be accepted at the Alumbra Women's Health Care Office, located at 1900 Hot Springs Boulevard, Suite A. and stated that any donations would be appreciated.

### **CITY MANAGER'S REPORT**

City Manager Trujillo advised that the City was facing many challenges, one being able to provide quality health care for women and families wanting to have families and stated that the City's commitment was to provide assistance and support to businesses so that they may remain open which contributes to the City's Gross Receipt Tax.

City Manager Trujillo informed that our schools needed the City's help as well and explained that each school district had lost 1600 students in the last 5 years with the possibility of losing Memorial Middle School, Legion Park and Paul D. Henry schools and added that West Las Vegas Schools were struggling as well. City Manager Trujillo stated that the City needed to focus on doing a better job of helping and supporting our schools with our resources.

City Manager Trujillo advised that we needed to improve the quality of life in our community and reported that the Recreation Center would be opening on Cinco de Mayo which would bring some excitement and hope.

City Manager Trujillo informed the Governing Body that the City needed to be prepared for the many challenges ahead, one being the trickle-down effect on Municipalities and Government regarding the 60-day Legislative Session outcome. City Manager Trujillo advised that the City was working diligently on the operating budget, continuing to cut spending and offering several online payment services to our community. City Manager Trujillo stated the City will continue to move in a positive direction.

Mayor Gurulé-Girón thanked Finance Director Ann Marie Gallegos and Department Directors for working diligently on the budget and having to deal with the huge impact of the five percent cut backs and hoped it would have a positive impact in the near future.

City Manager Trujillo advised that Community Development Director Velarde would be presenting on a promotional project for the City's local businesses.

Community Development Director Velarde gave a detailed overview of the promotional project called "You're the Proof" campaign, which would be a twelve month commitment from local businesses to their customers, also encouraging them to offer special rates during the promotional period. Community Development Department Velarde informed that businesses that participated in the promotional campaign would benefit by being featured in several advertisements and added that this would help our businesses and the ad campaign overall.

Mayor Gurulé-Girón stated that she felt this campaign was a great idea and that it would tie in to the City's future expansion of the Rough Rider Museum.

## **FINANCE REPORT**

Finance Director Ann Marie Gallegos reported the Finance Report for the month ending December 31, 2016 advising that the fifty percent requirement had been met on the General Fund revenues. Finance Director Gallegos advised that

expenditures came in at forty four percent and commended department Directors for closely monitoring expenses.

Finance Director Gallegos reported that the Recreation Department revenue came in at thirty eight percent and advised that expenditures were at fifty eight percent. Finance Director Gallegos stated that they have been meeting with Recreation Center Director Marrujo on a weekly basis regarding how to create more revenue, especially with the renovation nearly being completed.

Finance Director Gallegos reported that the Enterprise Funds revenue was at forty four percent due to more natural gas use in the colder months and advised that expenditures were at thirty eight percent.

## **CONSENT AGENDA**

2. Approval of contract for Las Vegas/San Miguel Economic Development Corporation.
3. Approval of contract for Animal Welfare Coalition to service and staff the City of Las Vegas Animal Shelter.
4. Approval of Open Meeting Resolution 17-01.

Due to the length of Resolution 17-01, Open Meetings Resolution, a complete copy may be picked up at the City Clerk's Office.

5. Approval of Resolution 16-45 establishing a convenience fee for credit and debit card payment transactions.

Resolution 16-45 was presented as follows:

**CITY OF LAS VEGAS  
RESOLUTION NO. 16-45**

**A RESOLUTION ESTABLISHING A CONVENIENCE FEE FOR CREDIT AND DEBIT CARD TRANSACTIONS OFFSETTING TRANSACTION FEES CHARGED BY CREDIT CARD COMPANIES**

**WHEREAS**, the City of Las Vegas Utilities Department is currently absorbing transaction fees charged by credit card companies; and

**WHEREAS**, such transaction fees cost the Utilities Department an estimated \$2,700 per month; and

**WHEREAS**, that cost will rise along with the volume of credit and debit card transactions as online bill pay is made available to utilities customers; and

**WHEREAS**, it is common practice for government agencies to offset the expense of credit and debit card transactions by charging a fully disclosed convenience fee; and

**WHEREAS**, a \$1.25 per transaction fee will partially offset the expense incurred by the city for processing credit and debit card payments.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT:**

1. The City hereby establishes a convenience fee of \$1.25 per transaction for customers choosing to pay their utility bills by credit or debit card.
2. This resolution shall be in effect five days after its passage and publication.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Tonita Gurulé-Girón

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

\_\_\_\_\_  
H. Chico Gallegos, City Attorney

6. Approval of amendment to Bradner Dam Rehabilitation project scope of work.
7. Approval to purchase a 5 yard dump truck.
8. Approval to award request for bids #2017-12 for natural gas inventory supplies to multiple bidders.

Councilor Howell read the Consent Agenda into the record and made a motion to approve the Consent Agenda as is. Councilor Romero seconded the motion.

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

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
David L. Romero	Yes	Barbara A. Casey	Yes

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

## **BUSINESS ITEMS**

1. Approval to adopt a graphically updated official City seal.

Councilor Howell asked if there was a cost to the City regarding the updating the City seal and if so, how much was the cost and advised that he wanted to know all the cost information before voting.

Community Development Director Velarde stated that the cost to develop the City seal was what she believed to be about \$1,500.00 to Cisneros Design, informed that there would be a cost to design the stationery for Administrative use and stated that costs would be dependent on the implementation of the stationery from the Governing Body.

Councilor Howell asked for clarification regarding what the Council would be voting on concerning the City seal.

Mayor Gurulé-Girón explained that Council would not be voting on any purchase at this point, they would be voting only to adopt the City seal.

Councilor Howell asked if the new seal would be used on City vehicles.

Community Development Director Velarde advised that the logo would be used on City vehicles and was currently in the design phase.

Councilor Howell made a motion to approve to adopt a graphically updated official City seal. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

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

2. Conduct a Public Hearing and Approval/Disapproval of application requesting a Restaurant Beer and Wine License with on Premise Consumption only submitted by 5<sup>th</sup> Grade Enterprises LLC, DBA B3-BBQ, Burgers & Beers, located at 131 Bridge Street, Las Vegas, NM 87701, Application No. 1026891.

Councilor Howell made a motion to go into Public Hearing. Councilor Casey and Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Yes

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

City Attorney H. Chico Gallegos asked anyone who wished to speak on the issue, to stand and be sworn in. Casandra Fresquez and Joaquin Garofalo were sworn in.

Joaquin Garofalo stated he was requesting a new beer and wine license for his new LLC, located at 131 Bridge Street, operating in the name of B3-BBQ, Burgers & Beers.

City Clerk Fresquez advised that the Director of the Alcohol and Gaming Division had reviewed the referenced application and granted preliminary approval. It has been forwarded to our Governing Body for consideration of the liquor license application. City Clerk Fresquez stated for the record that all the zoning and publication requirements had been met therefore recommended approval of the liquor license.

Councilor Howell made a motion to accept the record proper and close Public Hearing. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

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

Councilor Howell made a motion to reconvene into Regular Session. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

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

Councilor Howell made a motion to approve of the application requesting a Restaurant Beer and Wine License with on Premise Consumption only submitted by 5<sup>th</sup> Grade Enterprises LLC, DBA B3-BBQ, Burgers & Beers, located at 131 Bridge Street, Las Vegas, NM 87701, Application No. 1026891. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes

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

### 3. Approval/Disapproval to apply for a New Mexico State Tourism Development Grant.

Community Development Director Annette Velarde advised that on January 6, 2017 the NM Tourism Office held a webinar to introduce its new Tourism Development Program. The purpose of the program is to provide financial assistance with regard to the development of new or expanded tourism initiatives which will lead to economic impact in New Mexico. The City requests approval to apply for \$50,000.00 in grant funding from the State of New Mexico Tourism Department for the purpose of developing the Montezuma Skate Pond

Recreation area and/or other project within the City of Las Vegas master plan that meets the criteria of the Tourism Development grant program.

Community Development Director Velarde advised that City Planner Robert Archuleta, City Manager Trujillo and herself had been working in collaboration with an engineer regarding costs and stated that they were pursuing this highly competitive grant for the main reason of improving the quality of life, which is one of the City's main priorities.

Councilor Casey questioned as to when the \$50,000.00 grant would be available, if the City would be awarded.

Community Development Director Velarde informed that the project would have to be completed by June 1<sup>st</sup>, 2017.

Councilor Howell wanted to know if the grant would be for architectural design or construction.

Community Development Director Velarde explained the New Mexico State Tourism looks for infrastructure, shovel ready projects that create a destination place for tourism and economic impact.

Questions were asked if the design phase was complete and shovel-ready.

City Manager Trujillo advised that this was an opportunity to begin fixing up the skating pond and to utilize funds to build a bridge, knowing that it would be a phase project. City Manager Trujillo stated that they wanted to develop the area using FEMA funds and City money and stated that they would continue to look for funding to complete the project in phases.

Councilor Howell asked if the skating pond project would include the community.

Community Development Director Velarde advised that it would be a partnership with several other entities.

Councilor Howell made a motion approving to apply for a New Mexico State Tourism Development Grant. Councilor Romero seconded the motion. Mayor

Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Yes

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

3. Approval/Disapproval of 2<sup>nd</sup> Extension of Contractual Agreement for inmate confinement with the Las Vegas Police Department and San Miguel County Detention Center.

City Manager Trujillo advised that the purpose of this agreement was for the confinement for prisoners and/or inmates arrested by the City. The proposed contract is the 2<sup>nd</sup> extension of the agreement and was approved by the County Commission on October 13, 2016. City Manager Trujillo stated that they had several meetings with the Warden and informed that there had been an increase in cost for confinement, going from \$80.00 to \$90.00 a day, and asked to move forward with extending the contract.

Mayor Gurulé-Girón asked what was changed on the San Miguel County Detention Center contract and asked if any cost savings were involved.

City Manager Trujillo stated that their operations were more expensive; the method used to provide to inmates had an increase as well and advised that there were no cost savings.

Councilor Howell asked City Manager Trujillo if he thought there would be changes to the contract or possible repeal of the proposed contract, with the new County Commission coming in.

City Manager Trujillo advised that the contract was negotiated prior to the new Commissioners coming in and felt that there would be no changes and no repeal of the contract.

Councilor Casey made a motion to approve of the 2<sup>nd</sup> Extension of Contractual Agreement for inmate confinement with the Las Vegas Police Department and San Miguel County Detention Center. Councilor Romero seconded the motion.

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

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

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

### **COUNCILORS' REPORTS**

Councilor Casey took the opportunity to inform and invite the public regarding the 9<sup>th</sup> Annual Literacy Fair held by the Literacy Council of Southeastern New Mexico, at Highlands University Sala de Madrid on Saturday, January 28<sup>th</sup>, 2017 from 1:00 to 3:30 p.m., which would include giving books to everyone attending and activities from several volunteer organizations throughout the City. Councilor Casey informed that they would also offer adult tutoring services of learning to read or improve reading skills and added that all services were free.

Councilor Casey also advised that the San Miguel County Family and Community Health Council would hold a Health Community Forum on Tuesday, January 24<sup>th</sup>, 2017 from 6:00 to 8:00 p.m. at the Highlands University Student Union Building, Rooms 321 & 322 and encouraged Council to attend in order to take note of input from community members regarding health care issues that are of concern to them therefore helping Council prioritize those issues in order to take positive action on them. Councilor Casey advised that the results of the forum would be presented to City Council, the County Commission and to the New Mexico Department of Health.

Councilor Howell mentioned the issue regarding Mr. Lalo Sanchez having the opportunity to speak at the time of Public Hearing.

City Attorney Gallegos advised that during Public Hearings, statements need to be sworn in.

### **EXECUTIVE SESSION**

City Manager Trujillo advised there was a need to go into Executive Session.

Councilor Howell made the motion to go into Executive Session pertaining to Section B. matters subject to the attorney/client privilege pertaining to threatened or pending litigation to discuss broader legal aspects of the water litigations that are pending and to discuss a large financial component to the overall legal and litigation in which the City of Las Vegas is or may become a participant as permitted by Section 10-15-1H7 of the New Mexico Open Meetings Act NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

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

Councilor Howell made a motion to exit Executive Session and advised that no action was taken and that only discussion took place. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

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

## **ADJOURN**

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

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Yes

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

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON**  
**THRU JANUARY 31, 2017 58% OF YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>					<b>G (E/B) FY 2017 % REV</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
	<b>FY 2016 BUDGET</b>	<b>FY 2017 BUDGET</b>	<b>FY 2017 YTD - BUDGET</b>	<b>FY 2016 YTD - ACTUAL</b>	<b>FY 2017 YTD - ACTUAL</b>	
PROPERTY TAX	1,350,000	1,373,000	800,917	1,415,383	919,610	67%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,070,833	3,553,542	2,088,720	59%
FRANCHISE TAX	800,000	800,000	466,667	807,805	398,041	50%
GROSS RECEIPT TAX .75	2,585,000	2,445,000	1,426,250	2,299,216	1,372,846	56%
1/8 INFRASTRUCTURE	350,000	351,000	204,750	361,198	221,770	63%
GRT .25 (JAN 2011)	680,000	697,000	406,583	685,582	565,186	81%
GRT -HOLD HARMLESS (JULY 2015)	(85,000)	(110,400)	-64,400	(85,000)	(49,583)	45%
LICENSE & FEES	71,600	70,500	41,125	80,730	22,871	32%
INTERGOVERNMENTAL	66,000	71,500	41,708	76,494	42,699	60%
LOCAL-FINES	62,100	62,000	36,167	62,143	46,353	75%
LOCAL-MISC	1,657,230	1,715,000	1,000,417	1,860,468	1,075,146	63%
<b>TOTAL</b>	<b>11,086,930</b>	<b>11,024,600</b>	<b>6,431,017</b>	<b>11,117,561</b>	<b>6,703,659</b>	<b>61%</b>

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

**GENERAL FUND EXPENDITURE COMPARISON**  
**THRU JANUARY 31, 2017 58% OF YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>						<b>H (E/B) % BDGT</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	
	<b>FY 2016 BUDGET</b>	<b>FY 2017 BUDGET</b>	<b>FY 2017 YTD - BUDGET</b>	<b>FY 2016 YTD - ACTUAL</b>	<b>FY 2017 YTD - ACTUAL</b>	<b>FY 2017 AVAIL. BAL.</b>	
JUDICIAL	282,087	311,269	181,574	282,056	182,495	128,774	59%
EXECUTIVE	480,602	482,335	281,362	411,568	231,845	250,490	48%
ADMINISTRATION	247,913	238,796	139,298	246,214	133,256	105,540	56%
CITY ATTORNEY	213,770	241,956	141,141	206,840	112,695	129,261	47%
PERSONNEL/HR	274,354	278,490	162,453	274,322	157,169	121,321	56%
FINANCE	569,608	620,402	361,901	543,228	318,002	302,400	51%
COMMUNITY DEV.	567,364	553,245	322,726	427,253	230,265	322,980	42%
POLICE	3,928,874	3,978,740	2,320,932	3,358,911	2,252,961	1,725,779	57%
CODE ENFORCEMENT	168,661	179,925	104,966	130,374	90,852	89,073	50%
ANIMAL SHELTER	133,690	135,490	79,036	134,256	56,929	78,561	42%
FIRE	1,276,366	1,345,406	784,820	1,171,724	701,359	644,047	52%
PUBLIC WORKS/AIRPORT	492,606	480,681	280,397	424,991	270,092	210,589	56%
PARKS	306,020	333,142	194,333	197,579	139,337	193,805	42%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	215,812	125,890	185,087	121,045	94,767	56%
MUSEUM	192,888	151,836	88,571	125,378	82,099	69,737	54%
GENERAL SERVICES	2,649,000	2,505,714	1,461,667	1,939,451	1,385,210	1,120,504	55%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	740,703	432,077	505,058	398,489	342,214	54%
<b>TOTAL</b>	<b>12,539,117</b>	<b>12,793,942</b>	<b>7,463,133</b>	<b>10,603,143</b>	<b>6,864,100</b>	<b>5,929,842</b>	<b>54%</b>

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU JANUARY 31, 2017 - 58% OF YEAR LAPSED 7 OF 12 MONTHS  
FISCAL YEAR 2017**

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	58,333	114,446	12,200	12%
OPEN SWIM	0	0				0%
YAFL	6,000	3,000	1,750	2,030	1,320	44%
YABL	20,000	20,000	11,667	19,011	13,530	68%
SUMMER FUN PROGRAM	20,000	20,000	11,667	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	17,383	32,116	5,420	18%
GEN FUND TRANSFER	400,000	300,000	175,000	400,000	174,930	58%
<b>TOTAL</b>	<b>595,000</b>	<b>472,800</b>	<b>275,800</b>	<b>583,400</b>	<b>208,641</b>	<b>44%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU JANUARY 31, 2017 - 58% OF YEAR LAPSED 7 OF 12 MONTHS  
FISCAL YEAR 2017**

	A	B	C	D	E	F	H (E/B) %
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	552,495	423,276	246,911	523,505	312,552	110,724	74%
YAFL	3,500	2,000	1,167	2,964	600	1,400	30%
YABL	6,630	2,000	1,167	5,883	1,463	537	73%
OTHER OPERATING EXP.	66,610	77,250	45,063	66,610	26,586	50,664	34%
CAPITAL OUTLAY	4,000	6,600	3,850	3,779	1,246	5,354	19%
<b>TOTAL</b>	<b>633,235</b>	<b>511,126</b>	<b>298,157</b>	<b>602,741</b>	<b>342,447</b>	<b>168,679</b>	<b>67%</b>

**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU JANUARY 31, 2017-58% YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2017**

*Total Budget to Actual Comparison*

	A	B	C	D	E	G (E/B) %
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	BUDGET
WASTE WATER (610)	2,826,738	2,859,638	1,668,122	2,783,241	1,711,469	60%
NATURAL GAS (620)	5,673,019	5,237,000	3,054,917	5,211,845	1,976,149	38%
SOLID WASTE (630)	3,547,294	3,404,700	1,986,075	3,518,794	2,034,236	60%
WATER (640)	4,742,650	4,743,050	2,766,779	4,825,859	2,964,032	62%
<i>Total of Enterprise Funds</i>	16,789,701	16,244,388	9,475,893	16,339,739	8,685,886	53%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU JANUARY 31, 2017-58% YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2017**

*Budget to*

	A	B	C	D	E	F	H (E/B) %
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	BUDGET
WASTE WATER(610)	2,663,075	2,541,860	1,482,752	2,382,172	1,359,432	1,182,428	53%
NATURAL GAS (620)	6,178,945	5,938,026	3,463,849	4,974,033	2,322,554	3,615,472	39%
SOLID WASTE (630)	3,330,517	4,088,165	2,384,763	2,791,805	2,165,707	1,922,458	53%
WATER (640)	6,800,813	4,214,893	2,458,688	6,493,367	2,128,313	2,086,580	50%
<i>Total of Enterprise Funds</i>	18,973,350	16,782,944	9,790,051	16,641,377	7,976,006	8,806,938	48%

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/27/2017 **DEPT:** Finance

**MEETING DATE:** 02/08/2017

**ITEM/TOPIC:.** Resolution 17-03

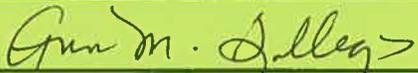
**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 17-03

**BACKGROUND/RATIONALE:** The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

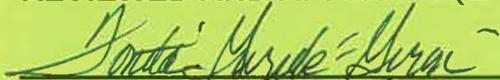
**STAFF RECOMMENDATION:** Approval

**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:**

  
TONITA GURULE-GIRON  
MAYOR

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

  
RICHARD TRUJILLO  
CITY MANAGER

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 17-03

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

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

**WHEREAS**, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

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

**WHEREAS**, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

**NOW, THEREFORE**, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, **PASSED, APPROVED AND ADOPTED THIS \_15th\_ DAY OF FEBRUARY, 2017.**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

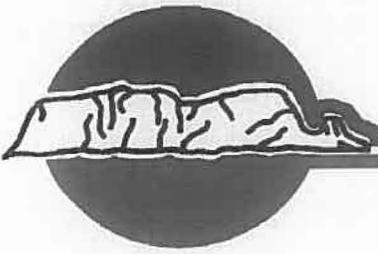
Reviewed and Approved as to Legal Sufficiency Only:

\_\_\_\_\_  
H. Chico Gallegos, City Attorney

2/8/2017

CITY OF LAS VEGAS  
RESOLUTION #17-03  
BUDGET ADJUST REQUEST  
FISCAL YEAR 2017

Resolution 17-03	Fund		Revenues	Transfers	Expenditures	
Wtr Trust Board	646-0000-550-5000	Water Trust Board-Loan	\$ 137,096.00	\$ -	\$ -	#317Water Trust Board
Wtr Trust Board	646 -0000-550-5000	Water Trust Board-Grant	\$ 1,233,864.00			#317Water Trust Board
Wtr Trust Board	646-0000-650-8000	Raw Wtr Conveyance Proj			\$ 1,370,960.00	#317Water Trust Board
NMFA Loan	646-0000-550-5000	Cabin Site Rehab Project	\$ 151,500.00	\$ -		#3570 Drinking WaterLoan
NMFA Loan	646-0000-650-8000	Cabin Site Rehab Project		\$ -	\$ 151,500.00	#3570 Drinking WaterLoan
		<b>Total</b>	<b>\$ 1,522,460.00</b>	<b>\$ - \$ -</b>	<b>\$ 1,522,460.00</b>	



# CITY OF LAS VEGAS

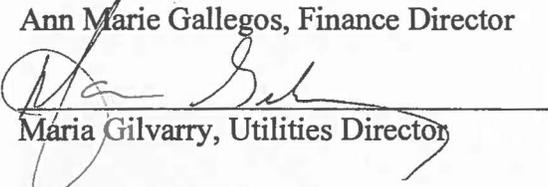
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

**TONITA GURULÉ-GIRÓN**  
**Mayor**

## MEMORANDUM

*Rec'd  
1/10/17*

TO: Ann Marie Gallegos, Finance Director

FROM:   
Maria Gilvarry, Utilities Director

DATE: January 5, 2017

RE: Budget Adjustments

The Utilities Department is requesting that the following budget changes be included in the next Budget Adjustment Resolution that is taken to City Council:

1. Raw Water Conveyance Feed Pipeline from Peterson Reservoir to Bradner Reservoir – Water Trust Board 317 funding (WTB-317 agreement attached). Please establish a line item number with revenues and expenditures in the Water budget with a balance of \$1,370,960.

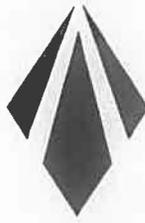
Final design on this project is awaiting City review. Project is scheduled to be bid out in February of 2017.

2. Water Tank Rehabilitation Project (Cabin Site Tank Inspection) – Drinking Water Bureau funding (3570-DW agreement signed by City attached, we will receive fully executed copy by the end of the week). Please establish a line item number with revenues and expenditures in the Water budget with a balance of \$151,500.

Design is 100% complete. Project Management is awaiting awardment of bid services for the tank inspection.

Thank you for your assistance in this matter. Feel free to contact me with any questions.

XC: File



City of Las Vegas  
ATTN: Finance Director  
1700 North Grand Avenue  
Las Vegas, NM 87701

**\$ 1,370,960 Loan/Grant**  
Loan = \$137,096    Grant = \$1,233,864  
**LOAN# LASVEGAS31 (0317-WTB)**  
**Water Project**  
**CLOSED: 10/28/2016**

Thank you for choosing the New Mexico Finance Authority for your recent loan. NMFA would like to provide you with the following information to assist with program fund disbursements and timely debt service payments. Attached is your final debt service schedule.

- Your loan portion of: **\$137,096** is due annually starting on: **June 1, 2017**  
(Refer to Section 5.1 (a) of your loan agreement)

Payments should be received on or before due date and submitted to:

**By Mail:**

New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, NM 87501

**By Wire:**

Wells Fargo  
NMFA –PPRF Account  
ABA: 121000248  
Account No: 631-10003-73

To access your available project/program funds, a Form of Requisition must be completed. It is located in the back section of your loan agreement. If you cannot locate this form, please contact us so we may send you one.

- 1) Start with Requisition Number 1.
- 2) Name and address of payee. Payments can be made to vendors/contractors.
- 3) Amount and purpose of payment.
- 4) Sign, date, and title form by an authorized officer.  
(Refer to "Authorized Officers" under Article I Definitions in front of your loan agreement).
- 5) Provide all backup including invoices, wire information, and proof of payments for reimbursements.
- 6) Fax to 505-213-0433 or email to lvaldez@nmfa.net to expedite the drawdown and send the original by mail.
- 7) **The program funds must be drawn down completely within 3 years of the closing date.**

For any further information you may need, please call LaRain Valdez @ 505-992-9623 or Richard Garcia @ 505-992-9624.

**PLEASE INFORM US IF THE CONTACT INFORMATION IS INCORRECT**

#317  
 Raw  
 Ultra  
 Community  
 Land  
 B

Detailed Bond Debt Service  
 Las Vegas, City of  
 0317-WTB, Water Project  
Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest Debt Service	
6/1/2017	4,045	0.250%	202.79	4,247.79
6/1/2018	6,846	0.250%	332.63	7,178.63
6/1/2019	6,864	0.250%	315.51	7,179.51
6/1/2020	6,881	0.250%	298.35	7,179.35
6/1/2021	6,898	0.250%	281.15	7,179.15
6/1/2022	6,915	0.250%	263.91	7,178.91
6/1/2023	6,932	0.250%	246.62	7,178.62
6/1/2024	6,950	0.250%	229.29	7,179.29
6/1/2025	6,967	0.250%	211.91	7,178.91
6/1/2026	6,985	0.250%	194.50	7,179.50
6/1/2027	7,002	0.250%	177.03	7,179.03
6/1/2028	7,020	0.250%	159.53	7,179.53
6/1/2029	7,037	0.250%	141.98	7,178.98
6/1/2030	7,055	0.250%	124.39	7,179.39
6/1/2031	7,072	0.250%	106.75	7,178.75
6/1/2032	7,090	0.250%	89.07	7,179.07
6/1/2033	7,108	0.250%	71.34	7,179.34
6/1/2034	7,125	0.250%	53.57	7,178.57
6/1/2035	7,143	0.250%	35.76	7,178.76
6/1/2036	7,161	0.250%	17.90	7,178.90
	137,096		3,553.96	140,649.96

**\$151,500 Maximum Principal Amount**

**DRINKING WATER STATE REVOLVING LOAN FUND  
LOAN AND SUBSIDY AGREEMENT**

dated

NOVEMBER 23, 2016

by and between the

**NEW MEXICO FINANCE AUTHORITY**

and the

**CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO**

DRINKING WATER STATE REVOLVING LOAN FUND  
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of November 23, 2016, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF LAS VEGAS, SAN MIGUEL COUNTY, New Mexico (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of

the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$21,539, which is less than 90% of the State median annual household income of \$44,927, and it has an affordability ratio determined as provided in the Intended Use Plan of above 0.015; and

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

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

## ARTICLE I

### DEFINITIONS

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

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

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

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

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$150,000 which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

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

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

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

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

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

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

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component calculated on the basis of the amount of such Approved Requisition.

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

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

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

“Environmental Protection Agency” means the United States Environmental Protection Agency.

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

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each disbursement for the Project, minus any amount forgiven under this Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

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

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

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

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

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

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

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

Gross Revenues do not include:

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

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

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

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

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

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

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

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming

disbursement of the entire Aggregate Program Amount within twenty seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

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

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

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

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

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

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

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness which is \$69,806 (approximately 46.08%). The Maximum Forgiven Principal is \$69,806.

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$81,694.

"Maximum Principal Amount" means \$151,500.

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

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

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/25/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 02/15/17

**ITEM/TOPIC:** Award request for bid #2017-13 for Cabin Site Tank inspection project to D&R Tank.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award bid #2017-13 to D&R Tank.

**BACKGROUND/RATIONALE:** The City of Las Vegas received funding from the Drinking Water Bureau in the amount of \$151,500 for inspection of the Cabin Site Tank. Bids were solicited and received with the low bidder being Lone Mountain Construction. The bid from Lone Mountain Construction was determined to be non-responsive by the City's procurement officer. Utilities is requesting that the bid be awarded to the next bidder which is D&R Tank.

Advertised: December 7, 2016 – Albuquerque Journal, Las Vegas OPTIC and City website  
Bid Opening: January 4, 2017  
Number of Bidders: 2 – Lone Mountain Construction and D&R Tank  
Amount: \$144,446.00 excluding NMGRT (See attached bid tabulation)  
Funding Source: DW-3570  
Budget Line Item: 646-0000-650-8782

**STAFF RECOMMENDATION:** Approval to award bid #2017-13 to D&R Tank.

**COMMITTEE RECOMMENDATION:** This item was discussed at the February 14, 2017 Utility Advisory Committee meeting. 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:**

  
TONITA GURULE-GIRON  
MAYOR  
  
RICHARD TRUJILLO  
CITY MANAGER

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

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE REVIEWED)

PROPOSAL/BID OPENING

DATE: 1/4/2017 REVISED \_\_\_\_\_

OPENING NO.: 2017-13

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): CABIN SITE TANK INSPECTION PROJECT

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
D & R Tank Company	144,446.00	✓	✓	✓
Lone Mountain Construction	134,900.00	✓	✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
Douglas W. Aubin	MOLZEN - CORBIN
Jonah Ruybalid	molzen corbin
Ronnie Ansley	D & R Tank Co.
Myles Sanchez	Lone Mountain Contracting
Thomas Gilow	City Las Vegas (P.M.)
Heidi	City of Las Vegas Purchasing

(use other side of form when full)  
 SIGNALS TAKEN BY: Mina Gonzalez  
 DATE: 1-4-17

OPENED BY: FINANCE DEPARTMENT  
[Signature]  
 DATE: 1/4/2017

Joan Ordaz Project Management  
 cpt.

# Notice of Award

Date: \_\_\_\_\_

Project:	Cabin Site Water Tank Inspection	Engineer's Project No.: LVG163-21
Owner:	City of Las Vegas	
Bidder:	D&R Tank Company	
Bidder's Address:	1210 Prosperity S.E. Albuquerque, New Mexico 87106	

You are notified that your Bid dated January 4, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for City of Las Vegas Cabin Site Water Tank Inspection.

The Contract Price of your Contract is One Hundred Forty-Four Thousand, Four Hundred Forty Six and 00/100 Dollars (\$144,446.00), excluding NMGRT.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award:

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten(10) days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Las Vegas  
Owner

By: \_\_\_\_\_  
Authorized Signature

City Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
D&R Tank Company  
Contractor

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



January 26, 2017

City of Las Vegas  
Casandra Fresques, City Clerk  
1700 N. Grand Avenue  
Las Vegas, NM 87701  
Ph. 505-454-1401, Fax 505-425-7335

Doug Albin  
Molzin Corbin  
2701 Miles Rd SE  
Albuquerque, NM 87106  
Ph. 505-242-5700, Fax 505-242-0673

Re: Cabin Site Water Tank Inspection Bid Opening No. 2017-13 January 4, 2017

We respectfully withdraw our formal Protest for the referenced bid opening and Non Responsive Bidder Lone Mountain Contracting Inc. We look forward to working with the City of Las Vegas and another successful project.

Respectfully,

A handwritten signature in blue ink that reads 'Sabrina Ansley'.

Sabrina Ansley, COO

1210 Prosperity SE Albuquerque, NM 87105

O: (505) 873-1101 F: (505) 877-6548

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

# MOLZENCORBIN

January 10, 2017

Mr. Marvin Cordova  
Project Manager  
City of Las Vegas  
905 12<sup>th</sup> Street  
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award  
Cabin Site Water Tank Inspection**

LVG163-21

Dear Mr. Cordova:

The City of Las Vegas received two (2) Bids on January 4, 2017 for the Cabin Site Water Tank Inspection Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Lone Mountain Contracting in the amount of \$134,900.00, excluding NMGRT. However, Lone Mountain Contracting did not provide the required EPA Forms and the NACE Certification Form with their Bid. We discussed this with Ms. Andrea Telmo, P.E. at NMED-CPB on January 5, 2017 and NMED-CPB considers the Lone Mountain Contracting Bid to be non-responsive.

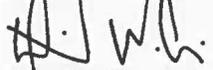
The other bid that the City received was from D&R Tank Company in the amount of \$144,446.00, excluding NMGRT. D&R Tank Company is a registered Contractor in the State of New Mexico, active GF-07, GF-08 and GB-98 with License No. 26784. D&R Tank Company did provide all of the required forms and documents with their Bid.

Should the City agree with NMED-CPB that the Lone Mountain Contracting Bid is non-responsive and decide to award this project to D&R Tank Company, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin

DWA:ptm  
Enclosures

cc: Ms. Andrea Telmo, P.E., NMED-CPB  
Mr. Todd Johansen, NMFA

**BID EVALUATION SUMMARY**

**BID DATE:** January 4, 2017  
**ENGINEER:** Molzen-Corbin & Associates

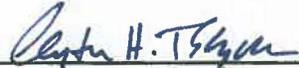
**OWNER:** City of Las Vegas  
**PROJECT:** Cabin Site Supplemental Water Tank

	<b>D&amp;R Tank</b>	<b>Lone Mountain</b>
Bid Signed?	Yes	Yes
Bid bond provided?	Yes	Yes
Addenda No. 1,2,3 & 4 acknowledged?	Yes	Yes
Contractor's License No noted in Bid	26784	18995
NMDWFS Registration No.	0034920050527	01946020110715
Verification of Contractor's License and Classifications per NM Construction Industries	GF07, GF08, GB98	GB98, GF05, GF07, GS21, GS29,GF09
Subcontractor listed in Bid	Coating & Corrosion Specialists, Inc.	3 B's LLC
Are subcontractors registered with NMDWFS	Yes	Yes
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes- GF-7	Yes- GF-7
Verification of Bid Bond	Merchants Bonding Company NAIC # 14494 with the bonding capacity of \$8,967,000.00	Merchants Bonding Company NAIC # 14494 with the bonding capacity of \$8,967,000.00
EPA XP-215	Yes	No
EPA Cert regarding Debarment?	Yes	No
EPA Form XP-211	Yes	No
EPA Form XP-315	Yes	No
EDP AIS DWSRF 314 American Iron and Steel Cert	Yes	No
NACE Qualification Form	Yes	No
EPA DBE Forms	Yes	No
Total Base Bid Amount excluding NMGR	\$144,446.00	\$134,900
Bid Amount Correct?		

**BID TABULATION**  
**CITY OF LAS VEGAS**  
**CABIN SITE WATER TANK INSPECTION**  
**Bid Opening: January 4, 2017 - 2:00p.m.**

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		Lone Mountain Contracting, Inc.		D&R Tank Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Drain, clean and inspect interior and exterior of the 5.0 million gallon water tank. Includes preparation of Tank Inspection Report.	LS	1	\$22,000.00	\$22,000.00	\$39,900.00	\$39,900.00	\$12,637.00	\$12,637.00
2	Cut 16" x 16" floor coupons in the existing tank floor and weld back 18" x 18" x 1/4" steel platos. Sandblast removed floor coupons to SP-5 and provide floor coupons to NACE inspector. <u>New floor coupons to be coated as specified.</u>	EA	20	\$350.00	\$7,000.00	\$1,000.00	\$20,000.00	\$792.00	\$15,840.00
3	Structural and piping improvements to the 5.0 million gallon water tank. Includes replacement of steel panel removed for access, coating of the interior and exterior of the panel, new roof vent and roof handrail, new interior steel piping, and new 18" tank/pipe connections.	LS	1	\$82,000.00	\$82,000.00	\$50,000.00	\$50,000.00	\$90,969.00	\$90,969.00
4	Pre-Authorized Construction Changes	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Subtotal:					\$136,000.00		\$134,900.00		\$144,446.00
Gross Receipts Tax @ 8.3958%:					\$11,418.29		\$10,876.31		\$11,645.96
<b>TOTAL BID AMOUNT:</b>					<b>\$147,418.29</b>		<b>\$145,776.31</b>		<b>\$156,091.96</b>
For Evaluation of Bids: NM Resident Contractor Certificate:							Yes		Yes

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an ((\*)).

 1/10/17  
 Clayton H. Ten Eyck, P.E.

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

T 505.454.1401  
F 505.425.7335  
LASVEGASNM.GOV  
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN **January 17, 2017**  
MAYOR

DAVID ULIBARRI  
COUNCILOR, WARD 1

**James N. Blea, President**  
**Lone Mountain Contracting, Inc.**  
**125 Bosque Farms Blvd**  
**Bosque Farms, New Mexico 87068**

VINCE HOWELL  
COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

**Re: City of Las Vegas**  
**Bid #2017-13 Cabin Site Tank Project**

DAVID L. ROMERO  
COUNCILOR, WARD 4

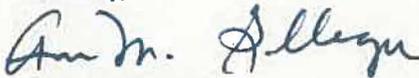
**Dear Mr. Blea:**

**On December 28, 2016 at 2:00 the City of Las Vegas received two bids for the above referenced Project. Bids were received from D & R Tank Company and Lone Mountain Contracting, Inc.**

**As per NMSA, 1978, 13-1-38.1 as procurement officer for the City of Las Vegas, I have reviewed all documents pertaining to Bid #2017-13 Cabin Site Tank Project and find that the bid received from your company, Lone Mountain Contracting, Inc. to be non-responsive and therefore, will not be considered.**

**If there are any further questions regarding the above, please contact me at your convenience at 505-426-3251 or amgallegos@ci.las-vegas.nm.us.**

Sincerely,



**Ann M. Gallegos**  
**Finance Director/Procurement Officer**  
**City of Las Vegas**

**xc: Richard R. Trujillo, City Manager**  
**H. Chico Gallegos, City Attorney**  
**Maria Gilvarry, Utilities Director**  
**Marvin Cordova, Project Manager**

**xc: Molzen Corbin, Douglas Albin**  
**D & R Tank Company**

D&R Tank

To: City of Las Vegas  
City Clerk  
1700 North Grand Ave  
Las Vegas, NM 87701

From: D&R Tank Company  
1210 Prosperity SE  
Albuquerque, NM 87105

COPY 1

JAN 04 2017

2.10  
17

**SEALED BID**  
Cabin Site Tank Inspection Project  
Opening No: 2017-13  
January 4, 2017 2:00 pm

**BID**

## BID FORM

PROJECT IDENTIFICATION: Cabin Site Water Tank Inspection

### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas  
1700 North Grand Ave.  
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>
<u>#1</u>	<u>12/19/2016</u>
<u>#2</u>	<u>12/28/2016</u>
<u>#3</u>	<u>01/03/2017</u>
<u>#4</u>	<u>01/03/2017</u>

B. Bidder has visited the Site and become familiar with 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 methods, 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.
  - 1. 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:

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 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;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. U.S. EPA – Region 6 Model Contract Clause
  - D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
  - E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - F. EPA Form XP-211: Bidder's Certification
  - G. EPA Form XP-315: Davis Bacon Act Certification
  - H. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
  - I. EPA Form AIS DWSRF 314 – American Iron and Steel Certification
  - J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)
  - K. NACE Qualification Form (See Section 09 97 13.03)

**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: D&R Tank Company \_\_\_\_\_

State of Incorporation: New Mexico \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Sabrina Ansley \_\_\_\_\_

(Signature -- attach evidence of authority to sign) (Attached)

Name (typed or printed): Sabrina Ansley \_\_\_\_\_

Title: COO \_\_\_\_\_

(CORPORATE SEAL)

Attest: [Signature] \_\_\_\_\_



New Mexico Contractor's License Number 26784-NM,

License Classifications GF07, GF08, & GB98

New Mexico Department of Workforce Solutions Registration Number 0034920050527

Federal Identification Number (FEIN #) 85-0282808

### CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the 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 interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0282808  
SOCIAL SECURITY NUMBER: NA

### NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 01131295005

## 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 preferred, and equivalents will be considered. If added "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

## CONTRACT

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

## TERMINATION

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

## TAXES

Bidder must pay all applicable taxes.

## NOTE:

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we D & R Tank Company, Inc.
1210 Prosperity SE (Here insert full name and address or legal title of Contractor)
Albuquerque, NM 87105
as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
6700 Westown Parkway (Here insert full name and address or legal title of Surety)
West Des Moines, IA 50266
a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas
1700 N. Grand Avenue, Las Vegas, NM 87701 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Principal's Bid

Dollars (\$ 5% ),
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 5.0 MG Cabin Site Water Tank Project
(Here insert full name, address and description of project)
Las Vegas, NM

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

Signed and sealed this 4th day of January



[Signature]
(Witness)

D & R Tank Company, Inc.
(Principal) SEAL (Seal)

Sabrina Ansley, Chief Operating Officer NEW MEXICO

[Signature]
(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)

Dick Minick, Attorney-in-Fact

# Evidence of Authority to Sign

October 1, 2006

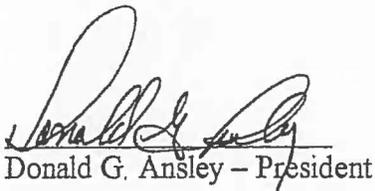
**Resolution of the Board of Directors  
Of  
D & R Tank Company, Inc.**

On October 1, 2006 the following resolution to amend D & R Tank Company, Inc List of authorized Signatures to include Sabrina Ansley for Contract Documents, Release of Lien, Bonds, forms for day to day operations of the Corporation excluding any Loan or Property sales or exchanges.

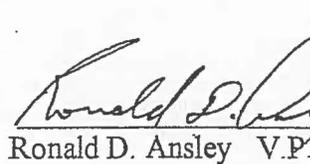
Sabrina G. Ansley



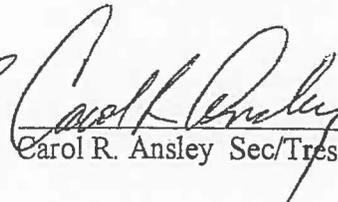
Board of Directors:



Donald G. Ansley - President



Ronald D. Ansley V.P.



Carol R. Ansley Sec/Tres

Treasurer, each of whom shall be elected by the Board of Directors at the time and in the manner prescribed by these Bylaws. Other officers and assistant officers and agents deemed necessary may be elected or appointed by the Board of Directors or chosen in the manner prescribed by these Bylaws. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. All officers and agents of the corporation, as between themselves and the corporation, shall have the authority and perform the duties in the management of the corporation as provided in these Bylaws or as determined by resolution of the Board of Directors not inconsistent with these Bylaws.

SECTION 2. Election and Term. All officers of the corporation shall be elected annually by the Board of Directors at its regular meeting held immediately after the annual meeting of shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor has been duly elected and qualified, or until a vacancy occurs as hereinafter set forth.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled, or offices created and filled, at any meeting of the Board of Directors.

SECTION 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

SECTION 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows and shall hereafter be set by resolution of the Board of Directors:

Chairperson of the Board of Directors

The Board of Directors shall have the right and power to elect a chairperson from among the members of the Board of Directors. If a chairperson of the Board of Directors is elected, the chairperson shall preside at all meetings of the Board of Directors in place of the President of the corporation, and the chairperson may also cast a vote on all questions.

MINUTES OF FIRST MEETING  
OF  
SHAREHOLDERS AND DIRECTORS  
OF  
D & R TANK COMPANY  
A New Mexico Corporation

---

A consent meeting of the shareholders and the Board of Directors of D & R TANK COMPANY, a New Mexico corporation, was held on the 25th day of April, 1980, at 8:00 o'clock in the forenoon in the office of its legal counsel, Knight and Sullivan, a Professional Association, Suite 300, 200 Lomas Boulevard, N. W., Albuquerque, New Mexico, and the undersigned directors and shareholders, if not in fact present in person, by their signatures hereto, do consent to, ratify and confirm all matters set forth herein.

ATTENDANCE: All of the persons who have affixed their signatures hereto shall be deemed to have been present in person and agree to be bound by all of the matters set forth herein.

ORDER AND QUORUM: Don Ansley acted as Chairman of the meeting and Gordon L. Skarsgard acted as Secretary of the meeting. The Chairman determined that a quorum was present.

PURPOSE: The Chairman stated that the meeting was called for the purpose of holding the organizational meeting of the corporation, to adopt Bylaws, to elect officers, to do any and all other things necessary to organize the corporation and to transact such other business as may come before the meeting.

ARTICLES OF INCORPORATION: The Secretary reported that the Certificate of Incorporation was issued by the New Mexico State Corporation Commission on March 26, 1980. The Articles of Incorporation and the Certificate of Incorporation were ordered to be made a part of the permanent records of this corporation.

BYLAWS: The Chairman then presented and reviewed the proposed Bylaws relating to the management and conduct of the business and affairs of the corporation, its rights and powers, and the rights and powers of the shareholders, directors and officers. It was further stated that the Bylaws presented had

MINUTES OF SECOND MEETING OF SHAREHOLDERS AND DIRECTORS OF  
D & R TANK COMPANY  
A NEW MEXICO CORPORATION

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A consent meeting of the shareholders and the board of directors of D & R TANK COMPANY, a New Mexico Corporation, was held on the 1st day of September, 1981, at 8:00AM at the office of D & R TANK COMPANY 4524 Broadway SE Albuquerque, NM 87105. The undersigned directors and shareholders, if not in fact present in person, by their signatures hereto, do consent to, ratify and confirm all matters set forth herein.

ATTENDENCE: All of the persons who have affixed their signatures hereto shall be deemed to have been present in person and agree to be bound by all of the matters set forth herein.

ORDER AND QUORUM: Donnie Ansley acted as Chairman of the meeting and Carol Ansley acted as Secretary of the meeting. The chairman determined that a quorum was present.

PURPOSE: The Chairman stated that the meeting was called for the purpose of updating shares of stock issued, change in officer status, borrowing procedure, and date of year end.

ELECTION OF DIRECTORS: Status of directors is unchanged from first meeting dated April 25, 1980.

ELECTION OF OFFICERS: A change of order of officers is called for due to the need of President or Vice-President and secretary to be able to sign and execute contracts should either the President or Vice-President be out of town at the time of signing. Therefore officers are as follows:

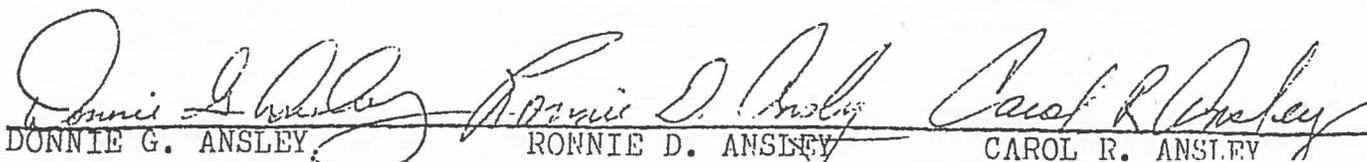
PRESIDENT	DONNIE G. ANSLEY
V. PRESIDENT	RONNIE D. ANSLEY
SECRETARY-TREASURER	CAROL R. ANSLEY

BORROWING: All officers of the corporation are authorized to sign loans or notes for the corporation.

STOCK: An additional 6,350 shares of stock have been issued at \$1.00 par value for a total of 21,350 shares issued - equally divided 10,675 to Donnie G. Ansley 10,675 shares to Ronnie Ansley.

FISCAL YEAR END: Year end is to be December 31st of each year.

ADJOURNMENT: There being no other or further business to come before the meeting, the meeting was duly adjourned.

  
DONNIE G. ANSLEY      RONNIE D. ANSLEY      CAROL R. ANSLEY



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

Issued to: **D & R TANK COMPANY**  
DBA: **D & R TANK COMPANY**  
**1210 PROSPERITY AVE SE**  
**ALBUQUERQUE, NM 87105-0672**

Expires: **06-Mar-2018**

Certificate Number:

**L0137965520**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

Subcontract Category	NACE Inspection
Estimated Value of Work	\$11,200
Subcontractor's Name	Coating & Corrosion Specialists, Inc.
Business Address	1 Calle Del Viento Placitas, NM 87043
Phone Number	(505) 220-2414
E-mail Address	DWSlade@Comcast.net
Federal Identification No. (FEIN #)	742827815
New Mexico Contractor's License No.	Not Required
License Categories	NA
New Mexico Dept. of Workforce Solutions Registration No. (list only if value of work is in excess of \$60,000)	

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Subcontract Category	N/A
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)	

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**NACE**®

**INTERNATIONAL**  
**THE CORROSION SOCIETY**

**DAVID SLADE**

has fulfilled all the requirements for  
certification under the  
**NACE International Coating Inspector**  
**Training and Certification Program**

**#1897**

**February 2001**  
ISSUANCE DATE

*Herald M. Shankel*  
EXECUTIVE DIRECTOR



This Certification is normally valid for  
five years from date of issuance. Interested  
parties should verify current status of this  
certification by contacting NACE Headquarters.

**U.S. ENVIRONMENTAL  
PROTECTION AGENCY  
REGION 6**

**SUPPLEMENTAL CONDITIONS**

**REQUIRED FEDERAL FORMS**

Forms that must be submitted within bidder's proposal:

- ✓1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
- ✓2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
- ✓3. XP-315 Davis Bacon Certification
- ✓4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
- ✓5. 6100-2
- ✓6. 6100-3
- ✓7. 6100-4
- ✓8. AIS DNSRF 314

Form to be provided with every construction pay application:

- 8. XP-214 Labor Standards Certification

XP-211

**BIDDER'S CERTIFICATION\***  
**In Compliance with Equal Employment Opportunity and Nonsegregated Facilities**

Project Name Cabin Site Water Project Number 2017-13  
Contract For Tank Inspection

The following certifications must be completed by the bidder for each contract.

**A. EQUAL EMPLOYMENT OPPORTUNITY:**

- I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.
- I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

**B. NONSEGREGATED FACILITIES**

- I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Sabrina Ausley — COO

Signature of Bidder's Authorized Representative *Sabrina Ausley* Date 01/04/2017

D&R Tank, 1210 Prosperity Ave., Albuquerque, NM 87105  
Name & Address of Bidder

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. √(Attached)

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes \_\_\_ No ×

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: \_\_\_\_\_

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

10. Total dollar amount of the contract:

\$ 44,446.00

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	0 %	Equipment	0 %	Supplies	0 %	Services	0 %
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	0 %	Equipment	0 %	Supplies	0 %	Services	0 %
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	0 %	Equipment	0 %	Supplies	0 %	Services	0 %
	(\$)		(\$)		(\$)		(\$)	

D&R Tank requests Subcontractor/Material Supplier quotes for the City of Las Vegas, NM Cabin Site Water Tank Inspection from Small Business, Small Disadvantaged Business, Women-Owned, HUBZone, Minority, Veteran, Service Disabled Business, and/or Native American. Project Bids 12/28/2016 @ 2:00 PM. EOE Please send quote to: 1210 Prosperity Ave., Albuquerque, NM 87105 Ph. (505) 873-1101 Fax(505) 877-8548 Sabrina@drtank.com Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)  
Journal: December 19 - 23, 2016

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

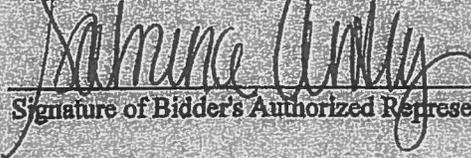
Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Sabrina Ansley - COO

Typed Name & Title of Authorized Representative



01/04/2017

Signature of Bidder's Authorized Representative

Date

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

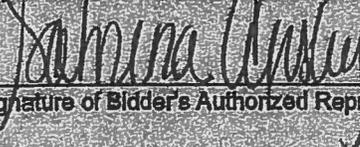
The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause of default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Sabrina Ansley - COO

Typed Name & Title of Authorized Representative



01/04/2017

Signature of Bidder's Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

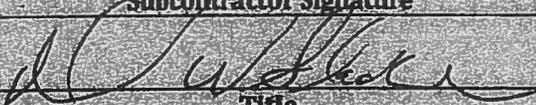


OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

Please use the space below to provide any comments regarding the above E A and project:

N/A

<b>Subcontractor Signature</b> 	<b>Print Name</b> David Slade
<b>Title</b> Owner	<b>Date</b> 01/04/2017

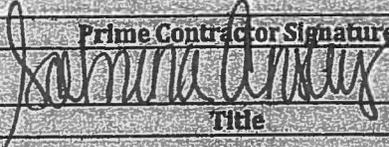
The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

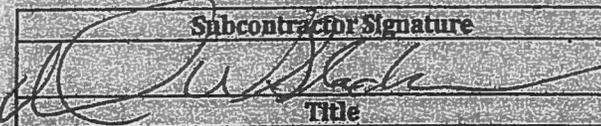


OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b> 	<b>Print Name</b> Sabrina Ansley
<b>Title</b> COO	<b>Date</b> 01/04/2017

<b>Subcontractor Signature</b> 	<b>Print Name</b> David Slade
<b>Title</b> Owner	<b>Date</b> 01/04/2017

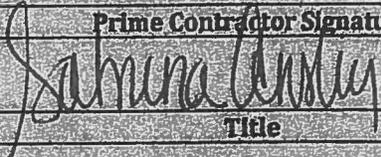
The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b> 	<b>Print Name</b> Sabrina Ansley
<b>Title</b> COO	<b>Date</b> 01/04/2017

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) of transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit in compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

less than the rate specified in the applicable program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination. If the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll as a trainee rate who is registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

**b. The following clause applies only to contracts for services.**

1. The recipient may at any time by written order and without notice to the sureties, make changes within the general scope of this contract in the services to be performed if such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

**c. the following clause applies only to contracts for supplies.**

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- (i) Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
- (ii) Method of shipment or packing; and
- (iii) Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

## **5. TERMINATION**

### **The following clause applies only to contracts over \$10,000.**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract though no fault of the terminating party, provided that no termination may be effected unless the party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If the contractor effects termination for default, or if the recipient effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

## **6. REMEDIES**

### **This clause applies only to contracts over \$25,000.**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is limited to the required retention periods. The authorized representatives designated in paragraph ( ) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
  2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- or
3. If the sub-agreement is terminated for default or for convenience.

#### **9. COVENANT AGAINST CONTINGENT FEES**

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **10. GRATUITIES**

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

### **13. FINAL PAYMENT**

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law, or otherwise expressly agreed to by the parties to this contract, final payment under this contract settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

**Social Policy Authorities**

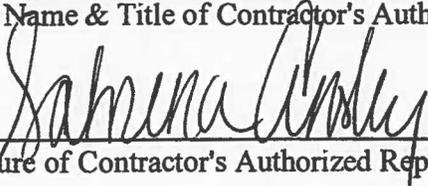
- **Age Discrimination Act of 1975, Pub. L. 94-135**
- **Title VI of the Civil Rights Act of 1964, Pub. L. 88-352**
- **Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive orders 11914 and 11250)**
- **The Drug-Free Workplace Act of 1988, Pub. L. 100-690**
- **Equal Employment Opportunity, Executive Order 11246**
- **Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432**
- **Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590**

**American Iron And Steel Certification**

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel," that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Sabrina Ansley - COO

\_\_\_\_\_  
Typed Name & Title of Contractor's Authorized Representative

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative

01/04/2017

\_\_\_\_\_  
Date

Lone Mountain

~~Original~~

JAN 04 2017

2:15 pm

**BID FORM**

**PROJECT IDENTIFICATION:** Cabin Site Water Tank Inspection

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 North Grand Ave.  
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>
<u>1</u>	<u>12/19/2016</u>
<u>2</u>	<u>12/28/2016</u>
<u>3</u>	<u>01/03/2017</u>
<u>4</u>	<u>01/03/2017</u>

B. Bidder has visited the Site and become familiar with 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.
  - 1. 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.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will 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
1	Drain, clean, and inspect interior and exterior of the 5.0 million gallon water tank. Includes preparation of Tank Inspection Report.	LS	1	\$ 39,900.00	\$ 39,900.00
2	Cut 16" x 16" floor coupons in the existing tank floor and weld back 18" x 18" x 1/4" steel plates. Sandblast removed floor coupons to SP-5 and provide floor coupons to NACE inspector. New floor coupons to be coated as specified.	EA	20	\$ 1,000.00	\$ 20,000.00
3	Structural and piping improvements to the 5.0 million gallon water tank. Includes replacement of steel panel removed for access, coating of the interior and exterior of the panel, new roof vent and roof handrail, new interior steel piping, and new 18" tank/pipe connections.	LS	1	\$ 50,000.00	\$ 50,000.00
4	Pre-Authorized Construction Changes	ALLOW	1	\$25,000.00	\$25,000.00

**TOTAL BID AMOUNT \$ 134,900.00**

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.

- 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 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;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. U.S. EPA – Region 6 Model Contract Clause
  - D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
  - E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - F. EPA Form XP-211: Bidder's Certification
  - G. EPA Form XP-315: Davis Bacon Act Certification
  - H. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
  - I. EPA Form AIS DWSRF 314 – American Iron and Steel Certification
  - J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Second Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(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 125 Bosque Farms Blvd. Bosque Farms, NM 87068

Phone No. 505-869-2996 Fax No. 505-869-2412

E-mail Tessie@lonemountain.com

SUBMITTED on January 4th, 2017.

**New Mexico Contractor's License Number** #18995

**License Classifications** GB98, GF05, GF07, GS21, GS29, GF09

**New Mexico Department of Workforce Solutions Registration Number** #01946020110715

**Federal Identification Number (FEIN #)** #88-0117505

## STANDARD BID CLAUSES

### AWARDED BID

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

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

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before January Fourth 2017 at 2:00pm, 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 2016. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

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

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

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



### NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

### CONTRACT

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

### TERMINATION

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

### TAXES

Bidder must pay all applicable taxes.

### NOTE:

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

**BIDDER INFORMATION**

**BIDDER:** Lone Mountain Contracting, INC

**AUTHORIZED AGENT:** James N. Blea, President

**ADDRESS:** 125 Bosque Farms Blvd. Bosque Farms, NM 87068

**TELEPHONE NUMBER:** ( 505 ) 869-2996

**FAX NUMBER:** ( 505 ) 869-2412

**DELIVERY:** In Person

**STATE PURCHASING RESIDENT CERTIFICATION NO:** #L0632268752

**NEW MEXICO CONTRACTORS LICENSE NO.** #18995

**BID ITEM(S):** All

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

**STATE OF** New Mexico }

**COUNTY OF** Valencia }

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

James N. Blea  
Signature

Subscribed and sworn to before me, this 4th day of January, 2017.

(SEAL)

[Signature]  
Notary Public Signature

My Commission Expires: 7/20/17

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): N/A

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(The above fields are unlimited in size.) \_\_\_\_\_

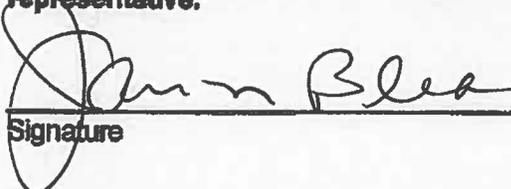
N/A  
Signature

N/A  
Date

N/A  
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

01/04/2017  
Date

President  
Title (Position)

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): N/A

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(The above fields are unlimited in size.)

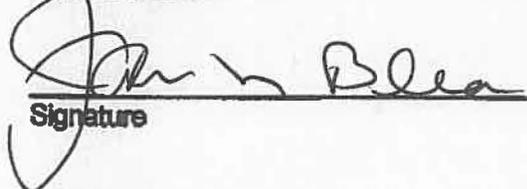
N/A  
Signature

N/A  
Date

N/A  
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

01/04/2017  
Date

President  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Lone Mountain Contracting, Inc.  
125 Bosque Farms Blvd.  
Bosque Farms, NM 87068

**SURETY (Name and Address of Principal Place of Business):**

Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

**OWNER (Name and Address):**

City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701

**BID**

**Bid Due Date:** January 4, 2017

**Description (Project Name and Include Location):** City of Las Vegas Cabin Site Water Tank Inspection. Las Vegas, NM.

**BOND**

**Bond Number:** Bid Bond

**Date (Not earlier than Bid due date):** January 4, 2017

**Penal sum** \*\*\* Five Percent (5%) of 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.

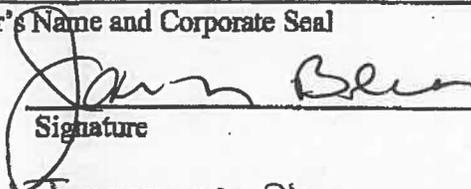
**BIDDER**

Lone Mountain Contracting, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:



Signature

James N. Blea

Print Name

President

Title

Attest:



Signature

Assistant Manager

Title

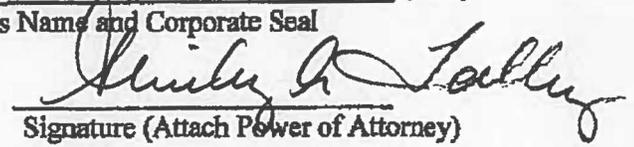
**SURETY**

Merchants Bonding Company (Mutual)

(Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

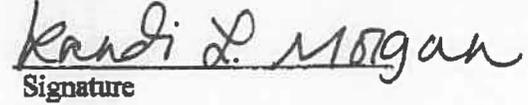
Shirley A. Talley

Print Name

Attorney-In-Fact

Title

Attest:



Signature

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.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

David C Mitchie; Michael T Byrd; Shirley A Talley; Susan D Martin; Thomas M Padilla

of Albuquerque and State of New Mexico their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of October, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

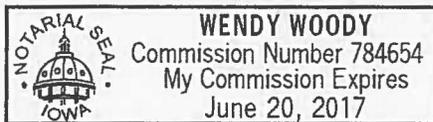
By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 29th day of October, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of January, 2014.



*William Warner Jr.*  
Secretary

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## 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** Bid Items 1-3  
**Estimated Value of Work** \$125,000  
**Subcontractor's Name** 3 B's LLC  
**Business Address** 7447 Pan American West Fwy NE. Albuquerque, NM 87109  
**Phone Number** 505-450-3654  
**E-mail Address** jibleasf@gmail.com  
**Federal Identification No. (FEIN #)** #85-0415817  
**New Mexico Contractor's License No.** # 83498  
**License Categories** GB98, GF02, GF01, GF08, GF04, GF05, GF07, GF09  
**New Mexico Dept. of Workforce Solutions Registration No.** DOL # 28504771302016  
**(list only if value of work is in excess of \$60,000)**

---

**Subcontract Category** N/A  
**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 N/A

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 N/A

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

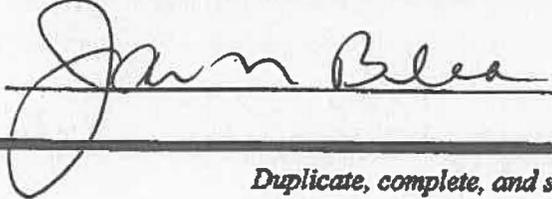
Federal Identification No. (FEIN #) \_\_\_\_\_

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: 01/04/2017

*Duplicate, complete, and submit additional sheets as required.*

**CERTIFICATE OF  
LIABILITY INSURANCE**



**ADDENDUM NO. 1  
CITY OF LAS VEGAS, NEW MEXICO  
DECEMBER 19, 2016**

**TO: All Planholders**

**RE: Cabin Site Water Tank Inspection**

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

**A. GENERAL**

1. A non-mandatory Pre-Bid meeting was held on December 14, 2016 at 11 a.m at the Water Treatment Plant and a site visit was made to the tank. The following Contractors attended:
  - a. PRT-BMT
  - b. MMI Tank
  - c. Hays Plumbing and Heating
  - d. D&R Tank
  - e. Lone Mountain Construction
2. Clarifications included in this Addendum are related to questions from Contractors that attended the Pre-Bid meeting or responded via email.

**B. CLARIFICATIONS**

1. Can the bid opening date be changed to allow more time to comply with the EPA requirements?

*Yes. The bid opening date is hereby changed to January 4, 2017 at 2:00 p.m.*

2. Can the contract time be extended beyond the 45 days?

*No.*

3. What is the roof vent size or the tank overflow rate?

*The roof vent shall be 24" diameter.*

4. What type of Tideflex valve is required?

*Two 16" Waterflex check valves are required.*

5. Bid Item No. 1 calls for cleaning the interior and exterior of the Tank. What scope of work for the cleaning is required?

*The exterior of the tank does not need to be cleaned. Only the interior floor of the tank needs to be cleaned.*

6. Section 09 97 13 03 1.01 D. states there is not any lead paint on the interior of the tank per attached inspection report – could not find report regarding lead and will the exterior be tested before bidding to determine if lead abatement is required?

*The Tank Inspection Report is in the back of the project manual and states that there is no lead paint on the interior. The need for lead abatement on the exterior will be determined during the inspection of the tank.*

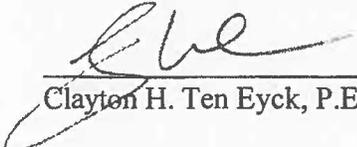
7. The new interior piping will need to be offset due to the center column?

*Agreed. The Contractor is required to provide shop drawings.*

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those contained in the original documents and all itemized listings there f.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN

 for  
Clayton H. Ten Eyck, P.E.

**ADDENDUM NO. 2  
CITY OF LAS VEGAS, NEW MEXICO  
DECEMBER 28, 2016**

**TO: All Planholders**

**RE: Cabin Site Water Tank Inspection**

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

**A. PROJECT MANUAL**

None

**B. DRAWINGS**

None

**C. CLARIFICATIONS**

1. Responses to Contractor questions are italicized:

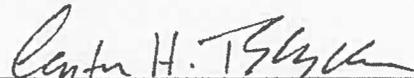
- a. Once the tank is completely drained how many inches of water/silt will there be? *The amount of silt is unknown. Assume 6" thick. The sand ring on the existing 18" inlet/outlet is 6" high.*
- b. Can all the remaining water/silt be worked down the tank floor drain system? If not where is the water/debris to be taken? *The floor drain can be used for the water, not the silt. The silt must be hauled off and disposed of properly.*
- c. Will there be a water source at the tank site that the contractor can use? *Yes.*
- d. Is there a sign in sheet with contact information from pre-bid? *Yes. Attached to this Addendum No. 2.*
- e. Was this tank rehabilitated recently? *No.*
- f. How was the 20 floor coupons quantified? *Recommended by a NACE Inspector.*
- g. It is understood that painting is only required at the new steel and repair sections of the scope. *Yes.*
- h. Is there a unit price if other paint damage is found beyond the repairs? *No. If other work is identified and approved by the Owner it will be paid with Bid Item No. 4.*
- i. Do you have a paint specification for the new exterior steel items as the paint scope in bid is wash and paint? *Yes. See Section 09 97 13.03.*
- j. Under project taxes, we are to pay City of Las Vegas Tax. Do we pay NM sales tax as well? *The Contractor is required to pay all applicable New Mexico Gross Receipts Tax. Pages 3 and 4 of the Bid Form have been revised and are hereby attached to this Addendum No. 2.*

- k. If we have NACE II and III certified persons on staff, can we use in-house persons for NACE inspection? *The NACE Inspector must be independent.*
- l. Please confirm that painting is not required inside of piping. *Requirements for the inside coating of the steel piping are addressed in Section 40 27 00, 2.01.A.4.C.*

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those contained in the original documents and all itemized listings thereof.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN

 12/28/16  
Clayton H. Ten Eyck, P.E. Date

Calculated By TJA

Date 12/14/16

Client L.V.

Project No.

Checked By

Date

Project C.S. TANK

Sheet No.

Of

Subject TPE-RID ATTENDANCE

NAME	COMPANY	E-MAIL
DOUGLAS ALBIN	MOLZEN CORBIN	dalbin@molzen.corbin.com
Lee GONZALES	PRT-BMT	Lgonzales@PRT-BMT.com
Jamie H. Perea	CLV	j.perea.treatment@gmail.com
MARVIN CORDOVA	CLV	MCordova8712@gmail.com
DAVID SLADE	CCCS	DWSLADE@COMCAST.NET
Donnie Hays	O/R Tank	505-8731-101
Randy HAYS	HAYS P&H	HAYS_Plumbing@hotmail.com
ANDREA TELMO	NMED-CPB	andrea.telmo@state.nm.us
RAYNER LEBUK	MMI TANK	RAYNER@MMITANK.com
JJ Blea LMC Inc.		505 450 3654 JJbleasf@gmail.com

**ADDENDUM NO. 3  
CITY OF LAS VEGAS, NEW MEXICO  
JANUARY 3, 2017**

**TO: All Planholders**

**RE: Cabin Site Water Tank Inspection**

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

**A. PROJECT MANUAL**

None

**B. DRAWINGS**

None

**C. CLARIFICATIONS**

1. Responses to Contractor questions are italicized:

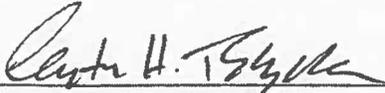
- a. Once the tank is completely drained how many inches of water/silt will there be? *The amount of silt is unknown. Assume 6" thick. The sand ring on the existing 18" inlet/outlet is 6" high.*
- b. Can all the remaining water/silt be worked down the tank floor drain system? If not where is the water/debris to be taken? *The floor drain can be used for the water, not the silt. The silt must be hauled off and disposed of properly.*
- c. Will there be a water source at the tank site that the contractor can use? *Yes.*
- d. Is there a sign in sheet with contact information from pre-bid? *Yes. Attached to this Addendum No. 3.*
- e. Was this tank rehabilitated recently? *No.*
- f. How was the 20 floor coupons quantified? *Recommended by a NACE Inspector.*
- g. It is understood that painting is only required at the new steel and repair sections of the scope. *Yes.*
- h. Is there a unit price if other paint damage is found beyond the repairs? *No. If other work is identified and approved by the Owner it will be paid with Bid Item No. 4.*
- i. Do you have a paint specification for the new exterior steel items as the paint scope in bid is wash and paint? *Yes. See Section 09 97 13.03.*
- j. Under project taxes, we are to pay City of Las Vegas Tax. Do we pay NM sales tax as well? *The Contractor is required to pay all applicable New Mexico Gross Receipts Tax. Pages 3 and 4 of the Bid Form have been revised and are hereby attached to this Addendum No. 3.*

- k. If we have NACE II and III certified persons on staff, can we use in-house persons for NACE inspection? *The NACE Inspector must be independent.*
- l. Please confirm that painting is not required inside of piping. *Requirements for the inside coating of the steel piping are addressed in Section 40 27 00, 2.01.A.4.C.*

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those contained in the original documents and all itemized listings thereof.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN

 1/3/17  
Clayton H. Ten Eyck, P.E.                      Date

Calculated By TRA

Date 12/14/16

Client L.V.

Project No.

Checked By

Date

Project C.S. TANK

Sheet No.

Of

Subject PRE-BID ATTENDANCE

NAME	COMPANY	E-MAIL
DOUGLAS ALBIN	MOLZEN CORBIN	dalbins@molzen-corb.com
LEE GONZALES	PRT-BMT	Lgonzales@PRT-BMT.com
Juan M. Perea	CLV	jperea.treatmnt@gmail.com
MARVIN CORDOVA	CLV	MCordova8702@gmail.com
DAVID SHADE	CCCS	DW SHADE@COMCAST.NET
Donnie Hays	O+R Tank	505-8731-101
Randy HAYS	HAYS T&H	HAYS_Plumbing@hotmail.com
ANDREA TELMO	NVED-CPB	andrea.telmo@state.nm.us
RAYNER LEBUK	MMI TANK	RAYNER@MMITANK.com
JJ Blea LMC Inc.		505 450 3654 JJbleasf@gmail.com

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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will 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
1	Drain, clean, and inspect interior and exterior of the 5.0 million gallon water tank. Includes preparation of Tank Inspection Report.	LS	1	\$	\$
2	Cut 16" x 16" floor coupons in the existing tank floor and weld back 18" x 18" x 1/4" steel plates. Sandblast removed floor coupons to SP-5 and provide floor coupons to NACE inspector. New floor coupons to be coated as specified.	EA	20	\$	\$
3	Structural and piping improvements to the 5.0 million gallon water tank. Includes replacement of steel panel removed for access, coating of the interior and exterior of the panel, new roof vent and roof handrail, new interior steel piping, and new 18" tank/pipe connections.	LS	1	\$	\$
4	Pre-Authorized Construction Changes	ALLOW	1	\$25,000.00	\$25,000.00

**TOTAL BID AMOUNT (Exclusive of NMGRT) \$ \_\_\_\_\_**

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.

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 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;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. U.S. EPA – Region 6 Model Contract Clause
  - D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
  - E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - F. EPA Form XP-211: Bidder's Certification
  - G. EPA Form XP-315: Davis Bacon Act Certification
  - H. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
  - I. EPA Form AIS DWSRF 314 – American Iron and Steel Certification
  - J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)
  - K. NACE Qualification Form (See Section 09 97 13.03)

**ADDENDUM NO. 4  
CITY OF LAS VEGAS, NEW MEXICO  
JANUARY 3, 2017**

**TO: All Planholders**

**RE: Cabin Site Water Tank Inspection**

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

**A. PROJECT MANUAL**

1. The EPA Form AIS DWSRF 314- American Iron and Steel Certification is hereby by attached to this Addendum No. 4.

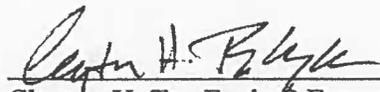
**B. DRAWINGS**

None

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those contained in the original documents and all itemized listings thereof.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN

 1/3/17  
\_\_\_\_\_  
Clayton H. Ten Eyck, P.E.                      Date

**American Iron And Steel Certification**

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of \_\_\_\_\_ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires products made primarily of iron or steel be used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

\_\_\_\_\_  
Typed Name & Title of Contractor's Authorized Representative

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Date

AIS DWSRF 314

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **LONE MOUNTAIN CONTRACTING INC.**  
**PERMANENT LICENSE #18995**

*Located at:* **125 BOSQUE BLVD., BOSQUE FARMS, NM 87068**

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

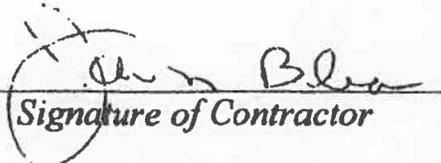
**GB98, GF05, GF07, GF09, GS21, GS29**

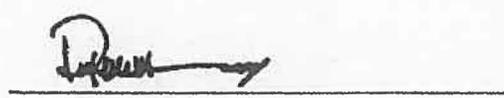
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**06/15/1981**

  
*Signature of Contractor*

  
*Pat McMurray*  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

# *Certificate of Contractor Registration*



This is to certify that

**Lone Mountain Contracting, Inc.**

125 BOSQUE FARMS BLVD.

BOSQUE FARMS , NM, 87068

has registered with the Department of Workforce Solutions

**Registration Date: 6/10/2016**

**Registration Number: 01946020110715**

**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

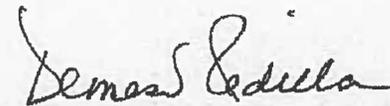
Issued to: **LONE MOUNTAIN CONTRACTING, INC.**

DBA: **LONE MOUNTAIN CONTRACTING  
125 BOSQUE FARMS BLVD  
BOSQUE FARMS, NM 87068-8931**

Expires: **14-Jan-2018**

Certificate Number:

**L0632268752**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/25/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 02/15/17

**ITEM/TOPIC:** Bulk water purchase from Storrie Project Water Users Association.

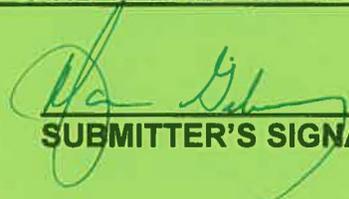
**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to complete the purchase of bulk water from the Storrie Project Water Users Association.

**BACKGROUND/RATIONALE:** The City entered into bulk water purchase agreement number 3162-16 with the Storrie Water Project Users Association on February 29, 2016. The agreement outlines the purchase of 1,200 acre-feet of bulk water stored in Storrie reservoir at a cost of \$360,000.00 plus a \$1,203.29 increase for closing after December 2016. All permits and paperwork have been approved by the Office of the State Engineer. The purchase and closing must now be completed through bill of sale and closing statement by the City and the Storrie Project Water Users Association.

**STAFF RECOMMENDATION:** Approval to complete bulk water purchase.

**COMMITTEE RECOMMENDATION:** This item was discussed at the February 14, 2017 Utility Advisory Committee meeting. 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:**

  
\_\_\_\_\_  
**TONITA GURULÉ-GIRÓN**  
**MAYOR**

  
\_\_\_\_\_  
**RICHARD TRUJILLO**  
**CITY MANAGER**

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

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

\_\_\_\_\_  
**H. CHICO GALLEGOS**  
**CITY ATTORNEY**  
**(ALL CONTRACTS MUST BE**  
**REVIEWED)**



**RECEIPT**

The Storrie Project Water Users Association, a New Mexico Non-profit Corporation, acknowledges receipt of payment in full, in the amount of \$361,370.96 from the City of Las Vegas, a New Mexico Municipal Corporation ("City"), for the City's purchase of 1,200 acre-feet of bulk water stored in Storrie Reservoir

Dated: February 17, 2017

---

Storrie Project Water Users Association  
By: Robert M. Quintana  
Its President

# CLOSING STATEMENT

## — Bulk Water Sale and Purchase —

**Closing Date:** February 17, 2017

**Closing Location:** Office of the Mayor of the  
City of Las Vegas, New Mexico

**Seller:**  
Storrie Project Water Users Association  
P.O. Box 1261  
Las Vegas, New Mexico 87701

**Buyer:**  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**Seller's Obligations:**

**Buyer's Obligations:**

**Bill of Sale** for 1200 acre-feet of bulk water  
delivered at Closing

**Purchase Price Due** \$360,000.00

**Place of Delivery of Bulk Water:**  
Storrie Reservoir

**Escalation of  
Purchase Price due  
to Closing past  
September 30, 2016** \$1,370.96  
Interest at 1% per  
annum, applied pro  
rata through February  
16, 2017 (139 days)

**Receipt**

**Total Due at Closing** \$361,370.96  
(may be paid by  
check, draft, money  
order, or wire  
transfer)

**APPROVED:**

**APPROVED:**

**SELLER**

**BUYER**

---

Robert M. Quintana, President  
Storrie Project Water Users Association

---

Tonita Gurule-Giron, Mayor  
City of Las Vegas

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/27/2017 **DEPT:** Finance

**MEETING DATE:** 02/15/2017

**ITEM/TOPIC:.** 2016 Audit

**ACTION REQUESTED OF COUNCIL:** Approval of 2016 Audit

**BACKGROUND/RATIONALE:** The Office of the State Auditor has released the 2016 Audit for review and final approval by Mayor and Council.

**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:**

  
TONITA GURULE-GIRON  
MAYOR

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

  
RICHARD TRUJILLO  
CITY MANAGER

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

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)