



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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
February 8, 2017–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **DISCUSSION ITEMS**

1. Resolution #17-03 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. Award request from 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. 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.

VIII. EXECUTIVE SESSION

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

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

IX. ADJOURN

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:01/27/2017

DEPT: Finance

MEETING DATE: 02/08/2017

DISCUSSION ITEM/TOPIC: Resolution #17-03 Budget Adjustment Resolution

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.

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)

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

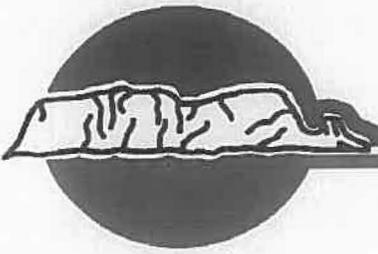
Reviewed and Approved as to Legal Sufficiency Only:

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	\$ -	\$ -	#317 Water Trust Board
Wtr Trust Board	646-0000-550-5000	Water Trust Board-Grant	\$ 1,233,864.00			#317 Water Trust Board
Wtr Trust Board	646-0000-650-8000	Raw Wtr Conveyance Proj			\$ 1,370,960.00	#317 Water Trust Board
NMFA Loan	646-0000-550-5000	Cabin Site Rehab Project	\$ 151,500.00	\$ -		#3570 Drinking Water Loan
NMFA Loan	646-0000-650-8000	Cabin Site Rehab Project		\$ -	\$ 151,500.00	#3570 Drinking Water Loan
Total			\$ 1,522,460.00	\$ - \$ -	\$ 1,522,460.00	



CITY OF LAS VEGAS

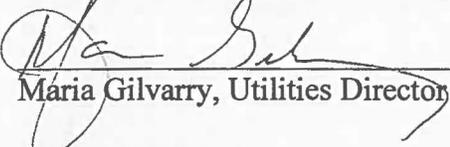
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

TONITA GURULÉ-GIRÓN
Mayor

MEMORANDUM

bid
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.

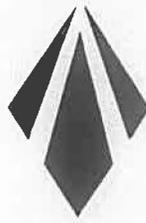
Final design on this project is awaiting City review. Project is scheduled to be bid out in February of 2017.

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
 Low
 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 disbursal to the Governmental Unit to pay costs of the Project.

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

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

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director and 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.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/25/17

DEPT: Utilities Dept.

MEETING DATE: 02/08/17

DISCUSSION ITEM/TOPIC: Award request for bid #2017-13 for Cabin Site Tank inspection project 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

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)

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 cursive script that reads 'Sabrina G. Ansley'. The signature is written in black ink and is positioned below the word 'Respectfully,'.

Sabrina Ansley, COO

1210 Prosperity SE Albuquerque, NM 87105

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

www.drtank.com

PROPOSAL/BID OPENING

DATE: 1/4/2017 REVISED _____

OPENING NO.: 2017-13

TIME: 2:00 PM

DEPARTMENT: UTILITIES

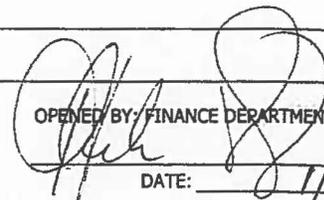
LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

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	MOLTEN-LORBIN
Jonah Ruybalid	moltzen corbin
Ronnie Ansley	D&R Tank Co.
Myles Sanchez	Lone Mountain Contracting
Thomson Galloway	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

 DATE: 1/4/2017

Ann Ordaz Project Management

MOLZENCORBIN

January 10, 2017

Mr. Marvin Cordova
Project Manager
City of Las Vegas
905 12th 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

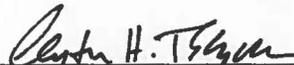
PROJECT: Cabin Site Supplemental Water Tank

	D&R Tank	Lone Mountain
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 NMGRT	\$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. New floor coupons to be coated as specified.	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
TOTAL BID AMOUNT:					\$147,418.29		\$145,776.31		\$156,091.96
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

VINCE HOWELL

COUNCILOR, WARD 2

BARBARA PEREA-CASEY

COUNCILOR, WARD 3

DAVID L. ROMERO

COUNCILOR, WARD 4

Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd
Bosque Farms, New Mexico 87068

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

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

2:00 PM

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 times 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:

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 (in 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 revisions 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 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 copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalent will be considered. In doing "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.

Evidence of Authority to Sign

October 1, 2006

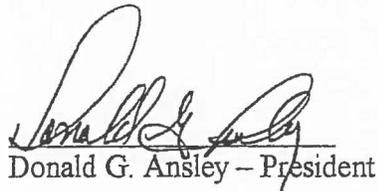
**Resolution of the Board of Directors
Of
D & R Tank Company, Inc.**

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.

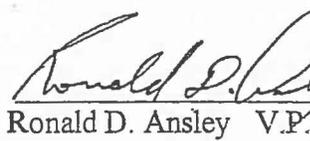
Sabrina G. Ansley



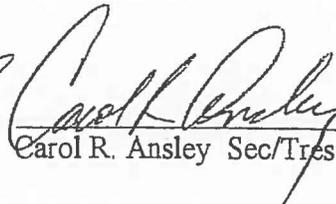
Board of Directors:



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

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:

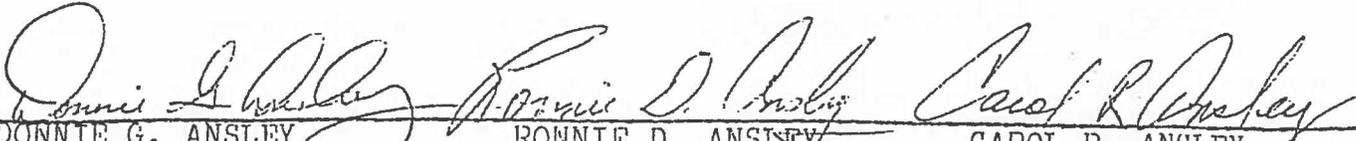
PRESIDENT	DONNIE G. ANSLEY
V. PRESIDENT	RONNIE D. ANSLEY
SECRETARY-TREASURER	CAROL R. ANSLEY

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

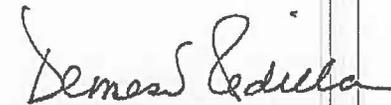
Issued to: **D & R TANK COMPANY**

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 DWSlide@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 \$50,000)

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 \$50,000)

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. 500-4 Certification Regarding Debarment, Suspension & Other Responsibility Matters
- ✓ 5. 6100-2
- ✓ 6. 100-3
- ✓ 7. 6100-4

Form to be provided with every construction pay application:

- XP-21 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 Ansley — COO

Signature of Bidder's Authorized Representative *Sabrina Ansley* 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 X

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:

\$ 144,446.00

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) 877-6548 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

Sabrina Ansley

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 anti-trust 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 -GOO

Typed Name & Title of Authorized Representative

Sabrina Ansley
Signature of Bidder's Authorized Representative

01/04/2017

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 Performance Form**

I certify and warrant the accuracy of the information provided herein and that the foregoing information is true and correct. Signing this form does not constitute a commitment to utilize the subcontract by I am aware that in the event of a representation of a subcontractor to adhere to the replacement requirements set forth in 40 CFR Part 33.2(c)

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

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

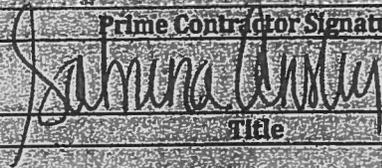
The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including 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 foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c)

Prime Contractor Signature 	Print Name Sabrina Ansley
Title COO	Date 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 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 not 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 is 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 site. 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) for 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 of 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)(i) 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)(i)(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.

(ii) 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 approved 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 unless 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 at a trainee rate who is not 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 BPA 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 6, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, BPA, 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 with notice to the sureties, make changes within the general scope of this contract in the services or work 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's changed.

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

TERMINATION

This 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 through 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 not limited to the required retention periods. The authorized representatives designated in paragraph (a) 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;
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 or 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.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/25/17

DEPT: Utilities Dept.

MEETING DATE: 02/08/17

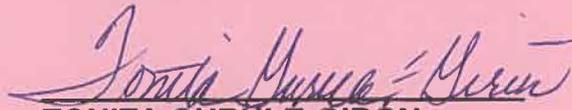
DISCUSSION ITEM/TOPIC: Bulk water purchase from Storrie Project Water Users Association.

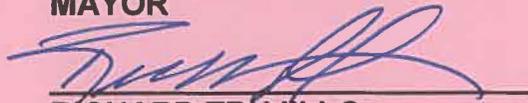
BACKGROUND/RATIONALE: The City entered into bulk water purchase agreement number 3162-16 with the Storrie Water Project Users Association on February 29, 2016. The agreement outlines the purchase of 1,200 acre-feet of bulk water stored in Storrie reservoir at a cost of \$360,000.00 plus a \$1,203.29 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.

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-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)

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:

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

Place of Delivery of Bulk Water:
Storrie Reservoir

Buyer's Obligations:

Purchase Price Due \$360,000.00

**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:

SELLER

APPROVED:

BUYER

Robert M. Quintana, President
Storrie Project Water Users Association

Tonita Gurule-Giron, Mayor
City of Las Vegas